



CITY OF AVON PARK

Highlands County, Florida

110 East Main Street

Avon Park, Florida 33825

May 5, 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, May 11, 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
May 11, 2015
6:00 PM

A. OPENING

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

B. CITIZENS/OUTSIDE AGENCIES

4. Proclamation/ Lung Week
5. Avon Park Housing Authority- PILOT Payment

C. CONSENT AGENDA:

7. Approve Regular Minutes, April 27, 2015

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

8. Fire assessment update (Statistical data w/ proposed new rates)
9. Ag-Flying services contract update
10. Community Center upgrades / request delay until next fiscal year.

E. ADMINISTRATIVE:

11. Resolution 15-11 JPA-- Fuel Farm Supplemental Agreement with DOT
12. Termite Treatment for Depot Museum Building

13. FEMA Project/ HMGP1561-093-R/Agreement #07HM-6@-07-38-02-062
Discussion of relocation of fill/dirt from airport drainage project
14. SWFWMD BMPs Lake Verona Extension
Agreement No. 12C00000080-A
15. Brickell Building architect evaluation/ authorization (paid for from
infrastructure fund)
16. Ordinance 15-15 Natural Gas Franchise Agreement
17. Maintenance of City Sport Parks

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.

B 4

PROCLAMATION

The Second Full Week in May is Women's Lung Health Week

WHEREAS, every five minutes, a woman in the U.S. is told she has lung cancer; and

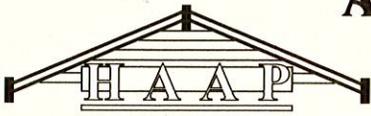
WHEREAS, lung cancer is the #1 cancer killer of women in the U.S.; and

WHEREAS, the lung cancer death rate in women has almost doubled over the past 37 years; and

WHEREAS, advocacy and increased awareness will result in more and better treatment for women with lung cancer and other lung diseases and will ultimately save lives; and

WHEREAS, LUNG FORCE is the national movement led by the American Lung Association, with the mission of making lung cancer history—uniting women to stand together with a collective strength and determination to lead the fight against lung cancer and for lung health.

BE IT RESOLVED, that the City of Avon Park hereby designates the second full week in May as Women's Lung Health Week throughout the the City of Avon Park, and encourage all residents of the City of Avon Park to learn more about the detection and treatment of lung cancer.



AVON PARK HOUSING AUTHORITY

(B5)

P.O. Box 1327
Avon Park, FL 33826-1327
(863) 452-4432, Ext 2204
Fax (863) 452-5455
director@avonparkha.org
www.avonparkha.org

Larry P. Shoeman
Executive Director

Date: April 22, 2015
To: Julian Deleon, City Manager
From: Larry Shoeman, Executive Director 
Subject: Voluntary Payment In Lieu of Taxes (PILOT) payment
Fiscal Year End; December 31, 2014

Enclosed please find form HUD-52267; Computation of Payments in Lieu of Taxes in the amount of \$8,446.46 for the APHA Public Housing properties Lakeside Park and Delaney Heights, owned and operated by the Avon Park Housing Authority.

In addition to the above, the Avon Park Housing Authority & its Affiliate; Avon Park Housing Development Corporation (501 C 3 Tax Exempt Organization) are also electing to tender a voluntary PILOT payment to the City for the following non-public housing properties as follows;

Ridgedale Apartments;	\$ 303.94
North Central Heights;	<u>\$2,981.59</u>
Total Supplemental PILOT	\$3,285.53

The Avon Park Housing Authority requests the opportunity to present payment to the City of Avon Park City Council in the total combined amount of \$11,739.00 for a voluntary PILOT payment for fiscal year 2015.

Should you have any questions regarding the above, please feel free to contact my office & I look forward to hearing from you regarding our request to present.

**Computation of Payments
in Lieu of Taxes**

For fiscal Year Ended 2014

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

OMB Approval No. 2577-0026 (Exp. 10/31/2009)

Public reporting burden for the collection of information is estimated to average .4 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for HUD to ascertain compliance with requirements of Section 6(D) of the U.S. Housing Act, which provides for PHA exemptions from real and personal property taxes, and inclusion in the formula data used to determine public housing operating subsidies. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Name of Local Agency: AVON PARK HOUSING AUTHORITY		Location: AVON PARK, FL.	FOR FISCAL YEAR ENDED: 31-Dec-14
		Contract Number:	Project Number: FL0120000001

Part I - Computation of Shelter Rent Charged.

1. Tenant Rental Revenue (FDS Line 703)	121,540.23	
2. Tenant Revenue Other (FDS Line 704)	13,538.61	
3. Total Rental Charges (Line 1&2)		135,078.84
4. Utilities Expense (FDS Line 931-939)		41,215.72
5. Shelter Rent Charges (Line 3 minus Line 4)		93,863.12

Part II - Computation of Shelter Rent Collected. To be completed only if Cooperation Agreement provides for payment of PILOT on Bases of Shelter Rent Collected.)

1. Shelter Rent Charges (Line 5 of Part I, above)		93,863.12
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year		1,569.72
3. Less: Tenant Bad Debt Expense (FDS Line 964)		9,567.66
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) e		1,400.57
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)		\$84,464.61

Part III - Computation of Approximate Full Real Property Taxes.

(1) Taxing Districts	(2) Assessable Value	(3) Tax Rate	(4) Approximate Full Real Property Taxes
221 Shoreline	\$159,143.00	0.0164938	\$2,624.87
21 Tulane	428,516.00	0.0164938	7,067.86
250 Lakeside	773,439.00	0.0164938	12,756.95
200 Shoreline	329,263.00	0.0164938	5,430.80
501 Alton	788,057.00	0.0164938	12,998.05
1302 Tulane	192,605.00	0.0164938	3,176.79
Total	\$2,671,023.00		44,055.32

Part IV - Limitation Based on Annual Contribution. (To be completed if Cooperation Agreement limits PILOT to an amount by which real property taxes exceed 20% of annual contribution.)

1. Approximate full real property taxes	44,055.32
2. Accruing annual contribution for all projects under the contract	440,457.00
3. Prorata share of accruing annual contribution*	440,457.00
4. 20% of accruing annual contribution (20% of Line 3)	88,091.40
5. Approximate full real property taxes less 20% of accruing annual contribution (Line 1 minus Line 4, if Line 4 exceeds Line 1, enter zero)	0

Part V - Payments in Lieu of Taxes.

1. 10% of shelter rent (10% of Line 5 of Part I or 10% of Line 5 Part II, whichever is applicable)**	\$8,446.46
2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower).	\$0.00

* Same as Line 2 if the statement includes all projects under the Annual Contributions Contract. If this statement does not include all projects under the Annual Contributions Contract, enter prorata share based upon the development cost of each project.

** If the percentage specified in the Cooperation Agreement or the Annual Contributions Contract with HUD is lower, such lower percentage shall be used.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Prepared By: <i>Penny Pleratt</i>	Approved By: <i>Larry Shoeman</i>
Name: Penny Pleratt	Name: Larry Shoeman
Title: Comptroller	Title: Executive Director
Date: <i>4-22-15</i>	Date: <i>4/22/15</i>

C-7

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
April 27, 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/City Clerk 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.

CITIZENS/OUTSIDE AGENCIES:

City Clerk Maria Sutherland read into the record the title of the Proclamation World Lupus Day May 10,
2015.

City Clerk Maria Sutherland read into the record Proclamation Motorcycle Safety Awareness Month
May.

City Clerk Maria Sutherland read into the record the title of the Proclamation Community Action May
2015.

City Clerk Maria Sutherland read into the record Proclamation LULAC Recognition Day July 8, 2015.

City Manager Julian Deleon explained that he would be attending this conference that would be held in
Highland County and would present this Proclamation to the State Level Director on behalf of the City.

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve the
four (4) proclamation as presented. Motion passed unanimously.

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

- Council Minutes Regular Meeting April 13, 2015

Motion by Councilman Terry Heston, Seconded by Councilman Parke Sutherland to approve Consent
Agenda as presented. Motion passed unanimously.

COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS:

Attorney Gerald Buhr brought up the discussion of the contract with Ag-Flying Services. He felt there
should be a deadline put on the completion of the contract. Jerry Wise addressed the Council regarding
the insurance for hazards material. It was suggested that 30 days be a deadline.

Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to set May 26th
as deadline to provide required insurance information before anymore contract negotiating was

continued. Motion passed 3 to 2 with Councilman Parke Sutherland and Councilman Garrett Anderson voting no.

City Manager Julian Deleon stated that we had advertised for landscaping with DOT from Public Works to Hal McRae and it stated that we received one bid and it was higher than the funding amount, and we were going to readvertise.

Motion made by Councilman Terry Heston, Seconded by Councilman Parke Sutherland to recommend Laura Wade, Roger Guarganus and Dennis Mungall to serve on the Brickell Building marketing panel. Motion passed unanimously.

Motion made by Deputy Mayor Giles, Seconded by Councilman Terry Heston to change the Regular 2nd May meeting date from May 25th, to a Special meeting on May 26th due to the Memorial Day Holiday. Motion passed 4 to 1 with Councilman Garrett Anderson voting no.

Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve lease agreement with ABATE contingent on City Attorney Gerald Buhr's review and NASGRASS signature on contract. Motion passed unanimously.

Ordinance 10-15 Second Reading Future land use 5 parcels. Attorney Gerald Buhr read Ordinance into the record. Mayor Sharon Schuler opened the floor for a public hearing. Seeing no show of hands public hearing was closed.

Motion by Councilman Terry Heston, Seconded by Parke Sutherland to approve the second reading of the ordinance as presented. Motion passed 4 to 1 with Councilman Garrett Anderson Voting no.

Charter Amendment Discussion: There was discussion regarding the extension of the terms of Council, to match the National voting days. City Attorney Gerald Buhr stated that there would have to be an Ordinance drafted and then put on the ballot for a citizen vote. He stated we should follow State statute regarding elements not mentioned in Charter such as qualifying periods for elections.

Council provided input on improvements to Donaldson Park. City Manager requested specific changes that he will merge and present to Council at another date.

City Manager Julian Deleon commented on the different sport parks, AP Baseball, AP Softball, AP Football. The sports fields were discussed regarding maintenance and upkeep. Different bids have been provided in terms of testing to see what is available. It was mentioned that much of the work on the fields has been voluntary. Staff was asked to check into outsource the mowing and spraying of the fields.

RESOLUTION 15-09 authorizing a repayment plan for the Avon Park Airport to repay loans from the Avon Park Sanitation Fund totaling \$470,000.00.

Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston, to approve Resolution 15-09 as read. Motion passed unanimously.

RESOLUTION 15-10 authorizing a repayment plan for the Avon Park airport to repay loans from the Avon Park General fund totaling \$300,000.00

Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve Resolution 15-10 as read. Motion carried unanimously.

Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Parke Sutherland to award lowest bid to L Cobb for BID 05-15 Fuel farm. Motion passed 4 to 1 with Councilman Garrett Anderson abstaining because he is related to the awarded bidders for city work.

Motion by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve contract with L. Cobb. Motion passed 4 to 1 with Councilman Garrett Anderson abstaining because he has a relative that owns a company bidding on city jobs.

Tom Macklin approached the podium, to address the Council regarding concerns about fire or water hydrants that were out of order and off line. He stated that we had also had many street lights out. City Manager stated that a hydrant that was off on Main Street does not have a cut off valve, so they have to shut down a lot of users on Main Street. City Manager suggested we budget next year for a line stop, so we could isolate a hydrant.

He also stated that the light issue would be addressed.

Meeting adjourned at 8:00 PM

Attest

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

E 11

Overall JPA Amount	\$528,554.00
<hr/>	
Fuel Farm Low Bid	\$315,617.00
Hangar Demolition	\$24,844.00
Truck Lease (\$3,000 per month, to date)	\$9,000.00
Engineering, Bidding, Construction Inspection	<u>\$81,054.00</u>
TOTAL	\$430,515.00
Additional 3 month truck lease (\$3000 per month)	\$ 9,000.00

Amended JPA TOTAL **\$439,515.00**

**RESOLUTION 15-11
FOR JOINT PARTICIPATION AGREEMENT
FOR AVIATION PROJECTS**

A RESOLUTION of the City of Avon Park Authorizing the execution of that certain Joint Participation Agreement (JPA) with the Florida Department of Transportation.

WHEREAS the City of Avon Park has the Authority to enter into a JPA with the Florida Department of Transportation to undertake a project as authorized by Florida Statue 332, and Florida Administrative Code 14-60:

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

1. That the JPA for Financial Management Number 436411-1-94-0101 is approved.
2. That Mayor Sharon Schuler is authorized to enter into, modify or terminate the JPA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS May 11, 2015

BY: _____
Sharon Schuler, Mayor

ATTEST

_____(Seal)
Maria Sutherland, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

725-030-07
PUBLIC TRANSPORTATION
06/11
Page 1 of 5

Number One

Financial Project No.:	Fund: <u>010</u>	FLAIR Category: <u>088719</u>
<u>436411-1-94-01</u> (Item-segment-phase-sequence)	Function: <u>215</u>	Object Code: <u>751000</u>
Contract No.: <u>ARN87</u>	Federal No.: <u>N/A</u>	Org. Code: <u>55012020129</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>F596000269001</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u>		Catalog of State Financial Assistance Number: <u>55.004</u>

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Avon Park
110 E. Main Street, Avon Park, FL 33825
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 31st day of December, 2014, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$439,515.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description:

There are no changes to the original project description, or if subsequently amended, to the last amended project description.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased / decreased by (\$89,039.00)
bringing the revised total cost of the project to \$439,515.00

Paragraph 4.00 of said Agreement is increased / decreased by (\$89,039.00)
bringing the Department's revised total cost of the project to \$439,515.00

3.00 Amended Exhibits:

Exhibit(s) B and D are amended, attached and incorporated by reference.

4.00 Contract Time:

Paragraph 18.00 of said Agreement "Expiration of Agreement" shall reflect an expiration date of July 1, 2020.

5.00 E-Verify:

Vendors/Contractors:

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

Financial Project No. 436411-1-94-01

Contract No. ARN87

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated 12/31/2014 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

City of Avon Park
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

*gsc
4/29/15*

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

CHRIS SMITH
DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development
TITLE

Financial Project No. 436411-1-94-01

Contract No. ARN87

Agreement Date _____

**ATTACHMENT "A"
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the
 State of Florida, Department of Transportation and City of Avon Park
110 E. Main Street, Avon Park, FL 33825
 dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):
 Fiscal Year 2015 funding is being decreased to reflect the contract awards.

I. Project Cost:	As Approved	As Amended	Net Change
	\$528,554.00	\$439,515.00	(\$89,039.00)
Total Project Cost	\$528,554.00	\$439,515.00	(\$89,039.00)
II. Fund Participation:	As Approved	As Amended	Net Change
Department:	\$528,554.00	\$439,515.00	(\$89,039.00)
Agency:			\$0.00
Other:			\$0.00
Total Project Cost	\$528,554.00	\$439,515.00	(\$89,039.00)

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	2014/2015	\$439,515.00	FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Avon Park, 110 E. Main Street, Avon Park, Florida 33825 dated _____ and referenced by the above Financial Project Number.

Expiration Date: July 1, 2020

Project funds are programmed in the Department's Work Program in the following fiscal year(s):

State Funding (DDR)	FY 14/15 \$ 439,515.00
Total	\$ 439,515.00

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

State funds programmed on this project must be expended and an invoice for their reimbursement to the agency submitted to the Department by the following date(s):

FY 14/15 funds by May 1, 2020

Such funds, which are not expended and invoiced by the dates indicated, shall be forfeited by the agency. Invoices shall be submitted at a minimum of every 24 months or the project funds are subject to deletion.

EXHIBIT "D"
PROJECT COMPLIANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Avon Park, 110 E. Main Street, Avon Park, Florida 33825 dated _____ and referenced by the above Financial Project Number.

State Agency: Florida Department of Transportation
CSFA Number & Title: 55.004, Aviation Development Grants
Amount: \$439,515.00

COMPLIANCES

ACTIVITIES ALLOWED

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master Plans and Airport Layout Plans (ALP);
- Master Drainage Plans;
- Environmental Assessments (EA);
- Development of Regional Impact (DRI);
- Operations and Emergency Response Plans (ERP);
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental Impact Studies (EIS);
- Wildlife Hazard Studies;
- Feasibility and Site Selection Studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

Drainage improvements

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved Master Plan or ALP)
Mitigation land (on or off airport)
- Aviation easements
- Right of way
- Approach clear zones

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact
Building for lease
Industrial park infrastructure and buildings
General aviation terminals that will be 100 percent leased out
Industrial park marketing programs

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm

ALLOWABLE COSTS

Entities are prohibited from using grant funds for lobbying the legislature. (*Section 216.347, Florida Statutes*). Also, restrictions of expenditures are summarized in the Reference Guide for State Expenditures of the Department of Financial Services. Other specific requirements for allowable costs are unique to each state project and are found in the laws, rules, and the provisions of contracts or grant agreements pertaining to the project. For projects listed in the Compliance Supplement, these specific requirements are in Part Four.

Audit Objectives

Determine whether expenditures of state financial assistance were for allowable costs.

Suggested Audit Procedures

1. Identify the types of costs that are either specifically allowed or prohibited by the laws, rules, and provisions of contracts or grant agreements pertaining to the project.
2. Select a sample of transactions and perform procedures to verify that the transactions were for an allowable cost and not for lobbying the legislature or other prohibited uses.

Cash Management

State agencies which are expressly authorized by law to make advances for project startup or contracted services in total or periodically, shall limit such advances to other governmental entities and nonprofit entities. The amount to be advanced may not exceed the expected cash needs of the recipient within the initial 3 months. Thereafter disbursements are to be made only on a reimbursement basis. The Chief Financial Officer, after consultation with the appropriations committee, may advance funds beyond a 3-month requirement if it is determined to be consistent with the intent of the approved operating budget. Any agreement that provides for advances may contain a clause that permits the recipient to temporarily invest the proceeds, provided that any interest income either be returned to the agency or applied against the agency's obligation to the pay the contract amount. (*Section 216.181, Florida Statutes*) Specific cash management requirements unique to a state project may be found in the laws, rules, and the provisions of contracts or grant agreements pertaining to the project. For projects listed in the Compliance Supplement, these specific requirements are in Part Four.

Audit Objectives

1. Determine that cash management procedures are in accordance with Section 216.181, Florida Statutes, and other laws, rules, and the provisions of contracts or grant agreements pertaining to the state project.
2. Determine that interest income, when allowable, is correctly recorded and returned to the state agency or applied against the contract or grant agreement.

Suggested Audit Procedures

1. Review reimbursement requests and trace to supporting documentation. Ensure that costs for which reimbursement was requested were paid prior to the date of the reimbursement request.
2. Determine whether any interest income was owed to the state agency and either remitted to the agency or applied against amounts owed by the state agency.

MATCHING

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

Maria Sutherland

E/2

From: Julian Deleon
Sent: Wednesday, April 29, 2015 6:49 AM
To: Maria Sutherland; Bonnie Barwick
Subject: Next agenda museum issue

From: Parke Sutherland <psutherland@avonpark.cc>
Date: April 29, 2015 at 12:12:15 AM EDT
To: Julian Deleon <jdeleon@avonpark.cc>
Subject: Termite treatment for Depot Museum Building

Julian:

Please forward this email to ensure that the upcoming agenda includes a request of the Historical Society for City funding for termite treatment of the Depot Museum building. I will provide Maria with copies of the two (2) estimates provided by Arrow Environmental Services and Truly Nolen Pest Control for inclusion in the packet. I will present the issue unless other Society representatives are present. Thank you.

Company	Price + Annual Renewal
ARROW	2016 + 241
Truly Nolen	2660 + 399



- | | | | |
|------------------------------------|------------------------------------|---------------------------------------|-----------------------------------|
| <input type="checkbox"/> Charlotte | <input type="checkbox"/> Hardee | <input type="checkbox"/> Hillsborough | <input type="checkbox"/> Pasco |
| <input type="checkbox"/> Citrus | <input type="checkbox"/> Hendry | <input type="checkbox"/> Lee | <input type="checkbox"/> Pinellas |
| <input type="checkbox"/> Collier | <input type="checkbox"/> Hernando | <input type="checkbox"/> Manatee | <input type="checkbox"/> Polk |
| <input type="checkbox"/> Desoto | <input type="checkbox"/> Highlands | <input type="checkbox"/> Monroe | <input type="checkbox"/> Sarasota |
- 6225 Tower Lane • Sarasota, FL 34240 • (800) 226-3139

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE, BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY DRYWOOD TERMITES OR OTHER WOOD DESTROYING ORGANISMS.

DRYWOOD TERMITE TREATMENT AGREEMENT AND SERVICE PLAN

PROPERTY OWNER OR AGENT (herein, "Customer") Avon Park Train Museum / City of Avon Park	BILLING ADDRESS
---	-----------------

ADDRESS OF PROPERTY TO BE TREATED 3 N. Museum Ave. Avon Park, Florida	HOME PHONE (863) 453-3525	WORK PHONE	CELL PHONE
---	-------------------------------------	------------	------------

DESCRIPTION OF STRUCTURE(S) (herein referred to as "identified Structure(s)") Residential Commercial	EMERGENCY CONTACT INFO/AGENT CONTACT INFO
--	---

THIS TREATMENT IS FOR CONTROL OF EXISTING INFESTATION, OR PREVENTION OF INFESTATION	TREATMENT DATE: _____ Cost of Initial Treatment: 1. \$ 2,016.00
---	---

INITIAL TREATMENT: This is a Drywood Termite Treatment Agreement and Service Plan ("Agreement") between Arrow and Customer. Treatment is to be provided by Arrow or its designated agent to control or protect against drywood termites only (*Kalotermes* spp., *Incisitermes* spp., *Cryptotermes* spp.) and specifically excludes treatment for subterranean termites (*Reticulitermes* spp., *Heterotermes* spp.), and Formosan termites (*Coptotermes* spp.), or any other wood destroying organism, pests, plant, animal or organism. In consideration of the sum indicated above and subject to the general terms, limitations, exclusions, disclaimers and conditions provided within this Agreement, and the Occupant's Fumigation Notice for Vikane®, which are incorporated herein by reference that affect Arrow's obligation to service and retreat the identified Structure(s), Arrow or its designated agent will provide fumigation and/or such other service(s) as Arrow deems appropriate to identified Structure(s) for a period of one (1) year after the date of treatment to control or protect against drywood termites. A treatment notice will be posted in an interior electrical breaker box or near the water heater.

ARROW'S RIGHT TO ASSIGN AGREEMENT: Arrow may designate as its agent another company to provide the services specified herein (and such agent shall be allowed access to the identified Structure(s) to perform Arrow's inspection and treatment obligations), but if it does so, Arrow will remain fully and solely responsible to Customer for all obligations set forth in the Agreement.

Customer Initials _____

SERVICE PLAN (Optional Annual Renewal(s))	Cost of Annual Renewal (per year): \$ 241.00 Total Years: <u>1</u> 2. \$ _____
--	--

SERVICE PLAN: Arrow will extend annual service to the Customer for the duration the Customer owns the identified Structure(s) upon payment of each yearly renewal fee (but not longer than Total Years stated above). During the term of this Agreement, Arrow or its designated agent will reinspect the identified Structure(s) annually, at the Customer's request or as required by the Laws of the State of Florida. During the term of this Agreement, any further treatment deemed necessary by Arrow or its designated agent will be performed free of charge. Arrow or its designated agent will perform a visual inspection of the identified Structure(s) on an annual basis. The inspection will be of readily accessible areas only. The inspection will not cover areas that are enclosed, inaccessible or concealed by wall coverings, floor coverings, furniture, equipment, stored items, nor any portion of the identified Structure(s) in which the inspection would necessitate removing or defacing any part of the identified Structure(s). Arrow or its designated agent will not open any walls or remove any floor coverings or move any furniture, equipment or other obstructions during the inspection process to access or inspect any portion of the identified Structure(s). Customer acknowledges and accepts that this visual inspection of the readily accessible areas of the identified Structure(s) is a reasonable inspection for the purpose of this Agreement. Customer understands and agrees that any inspection of identified Structure(s) undertaken by Arrow or its designated agent and any representations, statements or reports made by the inspector of Arrow or its designated agent about the inspection of the identified Structure(s) should not be construed as an opinion, warranty or promise regarding the structural integrity or soundness of the identified Structure(s) nor as an opinion, guaranty, warranty or promise of the presence or absence of Drywood Termites or other wood destroying organisms or damage to any portion of the identified Structure(s).

PAYMENT METHOD: CASH CHECK CREDIT CARD CREDIT CARD TYPE: <input type="checkbox"/> MASTERCARD <input type="checkbox"/> VISA <input type="checkbox"/> AMERICAN EXPRESS CREDIT CARD NUMBER: _____ EXPIRES: _____	TOTAL COST 3. 2,016.00 (Sum: lines 1 + 2) Payment terms for Annual Renewals: One time payment/lump sum as indicated in Total Cost, Line 3 Annual renewals to be paid yearly prior to the expiration of the then current term. Other: _____
CARDHOLDER'S NAME/ADDRESS (IF DIFFERENT FROM CUSTOMER) CARDHOLDER SIGNATURE: _____ <small>(AUTHORIZATION FOR PAYMENT)</small>	

THIS AGREEMENT CONTAINS CERTAIN LIMITATIONS, CONDITIONS AND EXCLUSIONS ON ARROW'S OBLIGATIONS. ADDITIONAL LIMITATIONS, CONDITIONS AND EXCLUSIONS ARE LOCATED ON THE REVERSE SIDE OF THIS AGREEMENT AND ALSO CONTAINED IN THE OCCUPANT'S FUMIGATION NOTICE FOR VIKANE® AND THE INSPECTION GRAPH DATED _____, ALL OF WHICH ARE DEEMED TO BE PART OF THIS AGREEMENT AND AGREED TO AS IF FULLY SET FORTH HEREIN. PLEASE READ THE ENTIRE AGREEMENT.

In consideration of performing the services specified above and subject to THE ADDITIONAL PROVISIONS ATTACHED HERETO AND CONTAINED ON THE REVERSE SIDE OF THIS Agreement, Customer agrees to make the payments indicated above. Customer acknowledges receipt of a signed copy of this Agreement or a facsimile thereof. Furthermore, Customer acknowledges that a copy of the Dow Agrosciences Specialty Product Bulletin, Fact Sheet for Vikane® Gas Fumigant (Sulfuryl Fluoride) has been provided to Customer by Arrow. This Agreement is not binding on Arrow until signed by an authorized representative of Arrow.

Customer: Signature: _____ Date: _____	ARROW ENVIRONMENTAL SERVICES, INC. Signature: _____ Date: _____
Printed Name: _____	Printed Name: Ron Rook 4-21-2015

Right to cancel: Customer may cancel this transaction at any time prior to midnight of the third business day after the date of this Agreement.

DATE OF THIS AGREEMENT: _____

FACTS OF FUMIGATION

Release of Company Liability for Related Damage



Thank you for choosing Truly Nolen! In terms of integrity, quality performance, and a sense of responsibility, you have selected the best value. In this document, we will explain certain physical facts associated with the fumigation process.

- 1. INTENT** It is the objective of Truly Nolen of America, Inc. to exterminate specific wood-destroying organisms that are infesting the structure. Otherwise, we intend to leave the premises in the condition in which it was found.
- 2. DEFINITION** Related damage is defined as damage that may occur during the fumigation operation, but which is not caused by Truly Nolen's application of fumigant to the structure and the subsequent process of ventilation. The fumigation operation includes all activities from the time that the Truly Nolen crew arrives until the crew leader declares that the structure is again safe for occupancy.
- 3. LIMITATIONS** One or more of the following limitations may apply to your structure. As such, Truly Nolen is not responsible for the related damage(s) listed in sections (a) through (i) below.

- Initials  (a) **Tile, asphalt, wood shake, gravel rock and aluminum roofs, chimneys, and aluminum fascia** Technicians carrying heavy tarpaulins must walk on the roof of the structure. The tarpaulins are drawn across the roof surface when covering and uncovering the structure. Although our personnel are very cautious when undertaking this process, the breaking, bending, shifting, and/or loosening of roof materials and brick is unavoidable. Further, aluminum fascia may be bent. Note that Truly Nolen does not inspect the roof prior to tenting to document any pre-existing roof damage, nor after work is done to determine if any damage occurred during the treatment process. Truly Nolen is not liable for any related roof or fascia damage of any type.
-  (b) **Plants within, on, near and/or overhanging the structure** Turf or plants twelve inches or closer to the structure may interfere with and/or be adversely affected by the tenting process. Depending on the location of the vegetation around the home, it may be necessary to include some plants within the tarpaulin in order to achieve a good seal for the fumigant. Unfortunately, direct exposure to fumigants destroys plant life. Truly Nolen is not liable for any related damage to or destruction of plants in or around the structure.
-  (c) **Appended exterior lighting, electrical signage, skylights, satellite dishes, solar panels and security cameras** Such items attached to the structure will be covered by the tarpaulin and are subject to damage in the tenting process. Truly Nolen is not liable for related damage to appended exterior lighting, electrical signage, skylights, satellite dishes, solar panels and security cameras.
-  (d) **Screened and aluminum enclosures** Patios, screened pool enclosures and aluminum or metal enclosures cannot support the weight of the technicians and/or the tarpaulin. Such enclosures may be sealed off, rather than being covered, so some side and top screen panels may be removed to facilitate the process. It is the homeowner's responsibility to remove all designated panels on the day prior to fumigation and reinstall them after the structure is cleared for occupancy. Truly Nolen is not liable for any related damage and/or replacement costs associated with screened and metal enclosures.
-  (e) **Fabric, wood and metal awnings and gutter systems** Such awnings and gutter systems cannot support the tarpaulin's weight. Many awnings have been in place for an extended time, so the hardware may be corroded and will easily break when lowered. It is the homeowner's responsibility to lower such awnings prior to fumigation. If the homeowner elects not to do so, Truly Nolen can lower the unit, but assumes no liability for related damages to the awning. Gutter systems extending beyond the roof line are not designed to withstand the tarpaulin's weight and may bend. Truly Nolen is not liable for any related damage associated with the gutter system.
-  (f) **Fences** Wood fences, whether attached or detached from the structure, are not covered under Truly Nolen's treatment program. In order to achieve a proper seal for the fumigant, the homeowner may need to detach a portion of a fence, regardless of composition, that abuts the structure. Truly Nolen is not liable for the costs associated with the detachment and re-attachment of the fence. Further, Truly Nolen is not liable for related damage to fences.
-  (g) **Antennas, weather vanes, lightning rods, or any other item attached to the structure** Such items must be detached from the structure by the homeowner prior to the fumigation process. If the homeowner elects not to do so, Truly Nolen can remove the item(s), but assumes no liability for related damage to such item(s).
-  (h) **Security** A guard posted during that time may deter third party acts, such as vandalism, burglary and/or intrusion. The homeowner has the option to provide and pay for such protection. In either case, Truly Nolen is not liable for any damage or loss caused by third party acts.
-  (i) **Other Items** Please specify: _____

- 4. THIRD PARTY ACTS** Truly Nolen of America, Inc. does not have care and custody of the premises when our technicians are not on-site, specifically from the time that the tenting is completed until the technicians return to take the tent down and from the time the tent is removed until the premises is cleared for re-occupancy.
- 5. ACTS OF GOD** Certain circumstances beyond one's control can affect Truly Nolen's ability to commence or complete the fumigation operation on the date specified. Heavy rains, high velocity winds, air temperatures below 60 degrees fahrenheit, civil disturbance, or acts of war may cause Truly Nolen to delay or postpone a specific job. In as much as these circumstances cannot be anticipated and are beyond one's control, Truly Nolen is not liable for any costs that the homeowner may incur, including fees for lodging and/or kennels, as a result of the delay or postponement of work.

Emergency Contact Name _____ Phone # _____

By my signature, I acknowledge receipt of this form and understand the stipulations herein stated.

Homeowner or Agent Signature _____

Truly Nolen Representative Signature 

Property Address 3 N. Museum Ave.

Date 3/19/15

Contract # _____



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

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

WaterMatters.org

E/4

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

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

Tampa Service Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Michael A. Babb
Chair, Hillsborough

Randall S. Maggard
Vice Chair, Pasco

Jeffrey M. Adams
Secretary, Pinellas

David W. Dunbar
Treasurer, Hillsborough, Pinellas

Carlos Beruff
Former Chair, Manatee

H. Paul Senft, Jr.
Former Chair, Polk

Ed Armstrong
Pinellas

Bryan K. Beswick
DeSoto, Hardee, Highlands

Thomas E. Bronson
Hernando, Marion

Wendy Griffin
Hillsborough

George W. Mann
Polk

Michael A. Moran
Charlotte, Sarasota

Vacant
Citrus, Lake, Levy, Sumter

Robert R. Beltran, P.E.
Executive Director

April 15, 2015

Julian Deleon
Project Manager
110 East Main Street
Avon Park, FL 33825

Subject: Lake Verona Implementation of Best Management Practices (N337)
Agreement No. 12C00000080-A

Dear Project Manager:

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

If you have any questions, please contact me at extension 4275 at the Brooksville office.

Sincerely,

Ed Call
Environmental Scientist
Springs and Environmental Flows Section
Natural Systems and Restoration Bureau

EC/ec

L:\ENV\PROJECTS\N337 LAKE VERONA BMPS\CONTRACT & AGREEMENTS\ADJUSTMENT MEMOS\IED
CALL_COOPERATORSIGNANDRETURN.DOCX

Enclosures (2)

cc:K. Frazier, FIN

Robyn Felix, COM
Records (Contract File)
Project File

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF AVON PARK
FOR
LAKE VERONA IMPLEMENTATION OF BEST MANAGEMENT PRACTICES (N337-3)

This AGREEMENT, effective as of the 31st day of December 2014, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CITY OF AVON PARK, a municipal corporation of the State of Florida, whose address is 110 East Main Street, Avon Park, Florida 33825, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the DISTRICT and the CITY entered into an agreement effective February 1, 2013, for the design, permitting, and construction engineering and inspection services to implement construction of several Best Management Practices (BMPs) to treat untreated stormwater runoff before it enters Lake Verona (Agreement No. 12C00000080), which expired on December 31, 2014; and

WHEREAS, the parties hereto wish to enter into a new Agreement, incorporating the terms and conditions of the expired Agreement No. 12C00000080, and replace certain terms and conditions of the expired agreement with new terms and conditions.

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

1. Except as otherwise provided herein, the terms, covenants and conditions of Agreement No. 12C00000080 are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties hereto.
2. Paragraph 1, Project Contracts and Notices, of Agreement No. 12C00000080, is hereby replaced to the extent that the DISTRICT'S Contract Manager is Ed Call and the CITY'S Project Manager is Julien Deleon.
3. Paragraph 3, Funding, is hereby amended to replace the Accounts Payable Sections address with the following:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

4. New Subparagraph 3.10 is hereby added to Paragraph 3, Funding, as follows:

3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the CITY will continue to perform the PROJECT work in accordance with the Project Plan. The CITY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The CITY'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the CITY concerning the dispute.

- 5. Paragraph 4, Completion Dates, is hereby replaced to the extent the PROJECT will be complete by October 31, 2015.
- 6. Paragraph 7, Contract Period, of Agreement No. 12C00000080, is hereby replaced to the extent that the expiration date is now December 31, 2015.
- 7. Paragraph 22, Governing Law, is hereby amended to the extent that venue will lie exclusively in the County of Hernando. This paragraph shall survive the expiration or termination of this Agreement.
- 8. The Exhibit "A" Project Schedule, of Agreement No. 12C00000080, is hereby replaced in its entirety with the following:

PROJECT SCHEUDLE

DATE

Complete Preliminary Design	May 1, 2013
Complete Final Design Plans and Construction Documents	November 30, 2013
Complete Permitting Services	November 30, 2013
Progress Meetings	Periodically (as needed)
Complete Construction Bid Specifications	January 31, 2014
Complete Request for Bids and Selection of Contractor	June 5, 2014
Initiate Construction	January 5, 2015
Complete Construction and Construction Engineering and Inspection	October 31, 2015

The remainder of this page intentionally left blank.

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF AVON PARK
FOR
LAKE VERONA IMPLEMENTATION OF BEST MANAGEMENT PRACTICES (N337-3)

This AGREEMENT, effective as of the 31st day of December 2014, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CITY OF AVON PARK, a municipal corporation of the State of Florida, whose address is 110 East Main Street, Avon Park, Florida 33825, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the DISTRICT and the CITY entered into an agreement effective February 1, 2013, for the design, permitting, and construction engineering and inspection services to implement construction of several Best Management Practices (BMPs) to treat untreated stormwater runoff before it enters Lake Verona (Agreement No. 12C00000080), which expired on December 31, 2014; and

WHEREAS, the parties hereto wish to enter into a new Agreement, incorporating the terms and conditions of the expired Agreement No. 12C00000080, and replace certain terms and conditions of the expired agreement with new terms and conditions.

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

1. Except as otherwise provided herein, the terms, covenants and conditions of Agreement No. 12C00000080 are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties hereto.
2. Paragraph 1, Project Contracts and Notices, of Agreement No. 12C00000080, is hereby replaced to the extent that the DISTRICT'S Contract Manager is Ed Call and the CITY'S Project Manager is Julien Deleon.
3. Paragraph 3, Funding, is hereby amended to replace the Accounts Payable Sections address with the following:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

4. New Subparagraph 3.10 is hereby added to Paragraph 3, Funding, as follows:

3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the CITY will continue to perform the PROJECT work in accordance with the Project Plan. The CITY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The CITY'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the CITY concerning the dispute.

5. Paragraph 4, Completion Dates, is hereby replaced to the extent the PROJECT will be complete by October 31, 2015.

6. Paragraph 7, Contract Period, of Agreement No. 12C00000080, is hereby replaced to the extent that the expiration date is now December 31, 2015.

7. Paragraph 22, Governing Law, is hereby amended to the extent that venue will lie exclusively in the County of Hernando. This paragraph shall survive the expiration or termination of this Agreement.

8. The Exhibit "A" Project Schedule, of Agreement No. 12C00000080, is hereby replaced in its entirety with the following:

<u>PROJECT SCHEUDLE</u>	<u>DATE</u>
Complete Preliminary Design	May 1, 2013
Complete Final Design Plans and Construction Documents	November 30, 2013
Complete Permitting Services	November 30, 2013
Progress Meetings	Periodically (as needed)
Complete Construction Bid Specifications	January 31, 2014
Complete Request for Bids and Selection of Contractor	June 5, 2014
Initiate Construction	January 5, 2015
Complete Construction and Construction Engineering and Inspection	October 31, 2015

The remainder of this page intentionally left blank.



E15

May 04, 2015

Julian Deleon – City Manager
City of Avon Park
110 E Main Street
Avon Park, Fl. 33825

RE: Brickell Building Due Diligence/Unit Layouts

Dear Julian,

As requested, please find our two (2) part proposal.

Part 1: We will perform a building assessment to evaluate the condition of the existing building focusing on the exposed wood framing, roof structure, condition of the roof, termite damage, and the existing fire sprinkler system. Our services will include code research to determine the requirements to develop the property into six (6) live/work condominium units with ground floor work space and 2nd floor living units. We will prepare a report summarizing the condition of the wood structure and roof and make recommendations for repair/upgrades. We will summarize the code research and make recommendations on the best utilization of the features of the existing building for the proposed conversion. Upon completion of the due diligence phase, we will prepare floor plan living unit lay out options (two versions) indicating all the proposed rooms for each condominium unit, in addition we will indicate which interior walls/framing on each floor can remain and which ones will be removed.

Part 2: Based on the results of Part 1 services, prepare Bidding/Permit Approval Documents for interior partition demolition, roof replacement, fire sprinkler modifications and design 2nd floor 2nd egress stair.

We will perform the services described above for a Lump Sum Fee as follows:

Part 1 Services:	\$7,720.00
Part 2 Services:	\$2,080.00

Upon you acceptance and authorization to proceed, we will immediately schedule the inspection work.

We look forward to working with the City of Avon Park.

Sincerely,

A handwritten signature in black ink that reads "Bryan L. Karsky".

President | Principal – Architecture
AIA, LEED AP
Collman & Karsky Architects



E 16

NATURAL GAS
FRANCHISE AGREEMENT
ORDINANCE NO. 15-15

AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF AVON PARK, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

WHEREAS, Peoples Gas System and the City of Avon Park desire to enter into a franchise agreement for a period of thirty (30) years commencing from the date provided herein; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF AVON PARK, FLORIDA, THAT:

SECTION 1: DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

- A. "Customer" shall mean any Person served by the Company within the corporate limits of the City.
- B. "City" shall mean the City of Avon Park, Highlands County, Florida, its successor and assigns.
- C. "Company" shall mean Peoples Gas System, a division of Tampa Electric

Company, a Florida corporation, its successors and assigns.

- D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.
- E. "Effective Date" shall mean the date this Franchise becomes Effective as described in Section 20 below.
- F. "Franchise" or "Franchise Agreement" shall mean this agreement, as passed and adopted by the City and accepted by the Company, as provided in Section 20 below.
- G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.
- I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.
- J. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premise. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place or other right-of-way that is owned by the City.

SECTION 2: GRANT

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with, the City, a Distribution System subject to the terms and conditions herein contained.

SECTION 3: TERM

Except as provided in Section 16, the Franchise hereby granted shall be for a period of thirty (30) years from the effective date of this ordinance.

SECTION 4: ASSIGNMENT

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City .

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used

by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

SECTION 5: CITY COVENANT

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

SECTION 6: USE OF STREETS

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate City authority. The City shall issue, or if applicable deny, permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this agreement, the City shall not charge the Company any fees for the issuance of such permits. The Company shall, with due diligence and dispatch, place such Rights-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the City, to restore such Rights-of-way, then the City may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the City or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the City shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

SECTION 7: MAINTENANCE

All such components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 8: LAYING OF PIPE

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in City permits.

SECTION 9: CONSTRUCTION WORK

The City reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other

underground structure located within the Rights-of-way, it shall be deemed necessary by the City to remove, relocate or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation or disconnection shall be made by the Company as ordered in writing by the City without claim for reimbursement. If the City shall require the Company to remove, relocate or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System, to enable any other Person to use said Rights-of-way of the City, as part of its permitting or approval process, the City shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of said City unless it has received specific permission from the City or its duly authorized representative.

SECTION 10: FRANCHISE FEE

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or assigns, shall pay to the City, or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the City. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 11: IDENTIFICATION OF CITY RESIDENTS

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay franchise fees to the extent the City has failed to provide information in accordance with this Section 11.

SECTION 12: FRANCHISE PARITY

If, during the term of this Franchise Agreement, the City, by franchise agreement or ordinance, allows other gas providers, gas consumers or gas transporters ("Alternate Gas Providers") the right, privilege or franchise to construct, maintain, operate or use gas facilities in, under, upon, over or across the present or future streets, alleys, bridges, easements or other public rights of way of the City for the purpose of supplying or delivering Natural Gas to customers located within the corporate limits of the City or receiving such gas from a person other than the Company within such corporate limits, and imposes a franchise compensation obligation or an equivalent on such Alternate Gas Provider for any customer or class of customers that is less than that imposed with respect to the same Customer or class of Customers under this Franchise Agreement, the franchise compensation rate and/or base to which such rate is applied with respect to the same class of customers shall be reduced under this Franchise Agreement so that the franchise compensation paid hereunder for such Customer class is no greater than the franchise compensation payable by such Alternate Gas Provider under the

franchise agreement or ordinance applicable to it, when compared on a dollars-per-therm basis. In the event that the City determines not to impose any franchise compensation by agreement, ordinance or otherwise on any such Alternate Gas Provider, the Company's obligation to pay a franchise fee under this Franchise Agreement with respect to revenues derived from the provision of service by the Company to the comparable class of customers served by such Alternate Gas Provider thereafter shall be extinguished.

SECTION 13: ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 14: INSURANCE

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within

the corporate limits of the City, as they currently exist or may exist in the future. Each such policy shall be in the minimum sum of \$1,000,000.00 for injury or death to any one person, and in the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one accident, and in the minimum sum of \$1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Ordinance. The coverage requirements set forth in this Section 14 may be satisfied, in whole or in part, with self-insurance.

Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the clerk of the City, in writing, at least thirty (30) days before any material alteration, modification, or cancellation of such policy is to become effective.

SECTION 15: INDEMNIFICATION

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company's negligent operation of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses and liabilities incurred by the City in connection with any such claim, suit or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon

and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company.

SECTION 16: TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, sixty (60) days to present a plan, reasonably satisfactory to the City, to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 17: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

SECTION 18: SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City or any other governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 19: GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

SECTION 20: EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City's passage and adoption hereof.

PASSED AND CERTIFIED AS TO PASSAGE this ____ day of _____,
A.D. 2015.

_____, MAYOR

ATTEST: _____

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

Accepted this ____ day of _____, A.D. 2015

PEOPLES GAS SYSTEM, A DIVISION OF
TAMPA ELECTRIC COMPANY

By: _____
Title: _____

E-17

Agenda Item Summary

Subject: Maintenance of City Sport Parks

Item No.

Placed on Agenda by: City Manager

Total Amount of Project: \$46,658 yearly impact
No contract, paid month to month.

Staff Review: Yes

Attorney Review: N/A

Recommended Motion(s):

1. Move to approve the monthly field maintenance for City Parks as proposed by River Greens from Avon Park.

Background: We advertised for the maintenance of the ball parks, as described in Exhibit-A. We received three proposal. Two of the vendors could only spray, and lacked the equipment to provide the turf mowing maintenance, and irrigation maintenance.

The yearly pricing is attached, and summarized as follows:

1. River Greens \$46,658
2. Sunny South \$42,000 (no mowing, no clay work)
3. Bugs Bee Ware \$30,000 (no mowing, no clay work)
4. Curb-N-Scape \$50/hour to fix irrigation

Martin Luther King Complex

Football field area = 1.6 acres

Soccer field area = 1.9 acres

Scope: All turf maintenance of Bermuda grass and irrigation. Contractor provides all chemical products to treat fields. City provides or reimburses contractor for parts needed for irrigation. Contractor provides needed clay. Striping done by sports organization. City mows the outer fields, outside of yellow lines.



Lucy Derkman SOFTBALL COMPLEX

705 W WINTHROP ST
AVON PARK, FL 33825-

Field-1 area = 0.81 acres

Field-2 area = 0.90 acres

Scope: All turf maintenance of Bermuda grass and irrigation. Contractor provides all chemical products to treat fields. City provides or reimburses contractor for parts needed for irrigation system. Contractor provides needed clay. Contractor edges the fields. Striping done by sports organization. City mows the outer fields, outside the yellow highlighted area.





4
7
L
A
K
E
D
A
M
O
N
D
R
•
A
V
O
N
P
A
R
K
F
L
3
3
8
2
5
-
8
9
0
2
•
8
6
3
/
4
5
3
-
5
2
1
0
•
F
A
X
4
5
3
-
7
2
6
9

PROPOSAL

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

May 5, 2015

Attention: Donald Gordon

River Greens Golf Course to furnish Labor, Equipment and Materials to perform work on the following fields: Lucy Derkman Softball Complex, Durrah Martin and Martin Luther King complex for a period of one year. Work will commence on an agreed upon date.

A. Make three post emergent weed control application.	\$3,191.00
B. Make one pre-emergent weed control application	1,125.00
C. Apply one application of Lime at 1 ton per acre	2,000.00
D. Apply four applications of fertilizer	11,592.00
E. Perform edging on all above mentioned baseball & softball fields	2,250.00
F. Work on irrigation heads and control system as needed. City to furnish all materials.	3,000.00
G. Perform mowing on all fields once per week.	23,500.00
H. Mole Crickets and Ants (1 application per year)	895.00
I. Worm control as needed-cost per application (Possibility of 0-3 applications per year)	980.00
J. Clay delivered and graded-per load	1,100.00

***Items H-I-J are not included in monthly payment schedule.
These items will be invoiced upon completion of application.

I would like to thank the City of Avon Park for the opportunity to quote on the above items. I believe the fields can be put back in the condition that the City of Champions can be proud of.

Rodney Davis Accepted by : _____ Date: _____



Monthly Payment Schedule for Items A – G on May 5, 2015 proposal

4
7

L
A
K
E

D
A
M
O
N

D
R

•

A
V
O
N

P
A
R
K

F
L

3
3
8
2
5
-
8
9
0
2

•

8
6
3
/
4
5
3
-
5
2
1
0

•

F
A
X

4
5
3
-
7
2
6
9

1 st month	\$9,532.00
2 nd month	3,432.00
3 rd month	2,388.00
4 th month	5,285.00
5 th month	3,513.00
6 th month	2,388.00
7 th month	2,388.00
8 th month	5,284.00
9 th month	2,388.00
10 th month	2,388.00
11 th month	2,388.00
12 th month	5,284.00
	<hr/>
	\$46,658.00



BUGS BEE-WARE EXTERMINATING, INC.

610 State Road 66- Sebring, FL 33875

(863) 385-0404

www.bugsbeeware.com

Date: 04/22/15

ESTIMATE FOR LAWN CARE APPLICATIONS

NAME: CITY OF AVON PARK
ADDRESS: 207 E. STATE STREET
AVON PARK, FL 33825

PH: 873-6174 DONALD
EMAIL:

BILL TO:
BILLING ADDRESS:

MAIL OR EMAIL BILLS?
FULL TIME / SEASONAL RESIDENT?

Turf Type:

- St. Augustine
- Bahia
- Zoysia
- Bermuda
- Mixed: _____
- Other: _____

Irrigation Information:

- Sprinkler Clock Type: Analog / Digital
- Box Location: Inside: _____ or Outside: _____
- # of Zones: _____
- Duration per zone(s): 1. _____ 2. _____ 3. _____
4. _____ 5. _____ 6. _____ 7. _____
- Watering Days: M TU WED TH FRI SAT SUN

Irrigation Notes/Weak Areas: AREAS OF ESTIMATE - MARTIN LUTHER KING CONDEMNED
DURRAH MARTIN SPORTS COMPLEX (BASEBALL), WAY DERRMAN SPORTS COMPLEX

Mowing Height: Mowed Soil Moisture: 10-40% Soil pH: 6.3-6.7

Present Infestations: PERMUTER Weeds: _____ Diseases: _____ Insects: _____
DOG FENNEL
FLORIDA POSTER
CHICKENWEEED

Service Type: Lawn Care Complete-2 (This service includes fertilization, insecticide, weed & disease control) SQUARE FOOTAGE: 441,262/10.3 ACRES

- Insecticide Only- (This service provides control for turf invading insects only)
- Lawn Spraying- Insecticide & Fungicide (This service is for controlling insects & disease in the turf)
- Insecticide & Fertilizer (This service provides insect control and nutritional elements for your turf)
- Fertilization Only: (This service provides nutrition to your turf)
- Other: ESTIMATE FOR CHEMICAL AND LABOR TO TREAT FIELDS

Service Frequency: 2 mos. 3 mos. 6 mos. Call-In Other: _____ Guarantee: 30 days 60 days

Estimator: Michael M. Galke SERVICE COST: 30,000 for 1 yr. Pet Call Required: (Y) / N PETS CHILDREN

This is a service estimate only & will not be valid after 60 days.

How did you hear about us? Referral BBW Employee Ad or YP Saw Trucks Other: _____

Service to be scheduled: _____ ASAP _____ Customer will Call Mail/Fax/Email _____ File



Sunny South Exterminators of Highlands County, Inc.

5146 Schumacher Road, Sebring, Florida 33872
Phone 863.382.1850 Fax 863.382.6150

April 24, 2015

Donald Gordon
Public Works Superintendent,
City of Avon Park
2301 US 27 South
Avon Park, Fl 33825

Re: Lawn Sprayings for Ball Fields

To: Donald Gordon

Thank you for giving Sunny South Exterminators the opportunity to provide to you this estimate for lawn spraying services for the following locations:

Lucy Derkman Softball Complex, 705 W Winthrop Street, Avon Park
Field 1 and Field 2

Durrah Martin Sports Complex, 1219 W Hall Street, Avon Park
Fields 1, 2, 3, 4

Martin Luther King Complex, 207 E State Street, Avon Park
Football Field & Soccer Field

Sunny South Exterminators purposes a bi-monthly lawn spraying service consisting of fertilizers and insecticides on the above fields in the Bermuda turf only. The cost of this treatment would be \$3,500.00 for each service.

Again, thank you for giving Sunny South Exterminators this opportunity to provide to you this estimate for lawn spraying service for the locations listed above. If you any questions regarding this estimate, please feel free to contact me at 863-382-1850.

Regards,

Keith Elliott

Ke/jm



CURB-N-SCAPE

(A Licensed & Insured Division of Bugs Bee-Ware Exterminating, Inc.)

610 STATE ROAD 66—Sebring, FL 33875

(863) 385-0404

www.curbnscape.com

DATE: 4/22/15

ESTIMATE FOR IRRIGATION REPAIR/MODIFICATION SERVICES

NAME: CITY OF AVON PARK
ADDRESS: MARTIN LUTHER KING Complex
DURRAH MARTIN Softball Complex
COOY DARRMAN Softball Complex
PH: 873-6174
EMAIL: Donald Gordon

BILL TO:
BILLING ADDRESS:

MAIL OR EMAIL BILLS?
FULL TIME / SEASONAL RESIDENT?

SYSTEM INFO: IRRIGATION CONTROLLER LOCATION: ___ Inside (Where: _____) / ___ Outside

CLOCK TYPE: DIGITAL / ANALOG CLOCK MANUFACTURER: _____

VALVE/SOLENOID INFO: MANUFACTURER MAKE & MODEL: _____

SERVICE NEEDED: # of Techs Needed: _____

- Adjust sprinkler heads
- Clean out sprinkler filters
- Clean out around sprinkler heads
- Raise sprinkler head(s): # raised: AS NEEDED
- Install sprinkler donuts: # needed: _____
- Replace sprinkler heads: # popups needed: AS NEEDED Areas: _____

of Rotors needed: AS NEEDED Areas: _____

Move Sprinkler(s): # to be moved: AS NEEDED
Areas: _____

PVC Repairs: ___ Couplings ___ Elbows ___ T's ___ Caps ___ Reducers

Add a new line: # of feet needed: _____ Area: AS NEEDED

Repair existing line: # of feet to repair: _____ Area: AS NEEDED

Additional Zone Pins needed: # Needed: _____ Metal / Plastic

Replace Indexing Valve: Replace Solenoids: # needed: _____

MICROJETS: ___ Replace tips ___ Add new assemblies: _____ ___ Add poly line: # of ft: _____

ESTIMATED COST: _____ or HOURLY JOB COST= \$50.00 per hour + parts (1 hr. min.)

Estimator: [Signature]

This is a service estimate only & will not be valid after 60 days.

How did you hear about us? Referral BBW Employee Ad or YP Saw Trucks Other: _____

Service to be scheduled: ___ ASAP ___ Customer will Call Mail/Fax/Email ___ File