



## **CITY OF AVON PARK**

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

June 19, 2014

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, June 23 2014, 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". The signature is stylized and cursive.

Julian Deleon  
City Manager



**CITY COUNCIL REGULAR MEETING  
CITY COUNCIL CHAMBERS  
123 E. Pine St. Avon Park, FL  
June 23, 2014  
6:00 PM**

**A. OPENING**

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

**B. CONSENT AGENDA:**

4. Council Minutes – Approval of Regular Meeting of June 9, 2014

**C. CITIZENS/OUTSIDE AGENCIES**

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

**E. ADMINISTRATIVE**

5. Final Reading for Ordinance 14-14 (Annexation of 3501 Davis Citrus Rd.)
6. Public Hearing on Ordinance 14-14
  
7. Contract approval for Program Administration of Southside CDBG project
8. Resolution 14-07 // Main Street CRA Plan- Jim LaRue
9. Traffic Signal Maintenance & Compensation Agreement w/ FDOT
10. Discussion on Utility Billing hours of operation- Change to 9am- 5:30pm

**F. CITIZENS PARTICIPATION**

**G. 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

**CITY COUNCIL REGULAR MEETING MINUTES**  
**Council Chambers – 123 E. Pine St., Avon Park, FL**  
**June 9, 2014**  
**6:00 PM**

**Members Present:** Mayor Sharon Schuler, Deputy Mayor Brenda Giles, Councilman Garrett Anderson, Councilman Parke Sutherland and Councilman Terry Heston **Absent:** None.

**Others Present:** City Manager Julian Deleon, and Administrative Services Director Maria Sutherland. Members of the public and press.

Mayor Schuler called the meeting to order at 6:08 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

**CONSENT AGENDA:** City Manager, Julian Deleon, noted the items on the consent agenda. Council Minutes Special Meeting May 28th 2014. Motion made by Deputy Mayor Brenda Giles, seconded by Councilman Parke Sutherland to approve consent agenda as presented. Motion carried unanimously.

**ADMINISTRATIVE:**

Council accepted Avon Park Housing Authority Pilot Payment Presentation

**Proposal for Golf Cart Ordinance.** George Hall spoke to Council regarding allowing golf carts in the city. Additional consideration of the costs to make a golf cart “street legal” was discussed. Street Legal vs. regular golf carts. City Attorney Buhr will read the document provided by Mr. Hall and provide feedback to the Council.

**Approval of Annexation/Developer Agreement with Davis Citrus Mgmt. Inc.**

Motion by Councilman Parke Sutherland, seconded by Councilman Terry Heston to approve Annexation/developer agreement with Davis Citrus Management, Inc. Motion carried unanimously.

**First reading of Ordinance 14-14. Annexation of 3501 Davis Citrus Road:**

Motion by Councilman Terry Heston, seconded by Garrett Anderson to approve first reading of Ordinance 14-14 as read. Motion carried unanimously.

**Public Hearing on Ordinance 14-14.** Floor was opened for public input, no show of hands, motion was made by Councilman Terry Heston seconded by Councilman Parke Sutherland to close the public hearing. Motion carried unanimously.

**Aline McWhite reservation for Summer weekend activities – Emmanuel Brown: (basketball tournaments, music, comedians)**

Emmanuel Brown requested for Council to allow loud music at the park from 2 to 8:30. Deputy Mayor Brenda Giles stated she spoke to Mr. Brown about the events and she explained that there are many kids with no funding to participate and are nonetheless very talented. Mr. Brown talked about the noise ordinance “forgiveness” for the event. Councilman Parke Sutherland suggested the rec. center being used for the event rather than the Aline McWhite Park. The Board was in agreement that the recreation center facility could be used for the public events after Admin Services Maria Sutherland suggested the

request for weekend activities be incorporated into the City's recreation program. City will staff the events for oversight and Emmanuel Brown will assist in cleanup and program activities.

**4<sup>th</sup> of July closure request for portions of Main Street – Travis Turner/Jaycees.**

Motion made by Councilman Parke Sutherland, seconded by Brenda Giles to approve list of items for closure of Main Street for 4<sup>th</sup> of July Event.

1. Permission to launch the fireworks from the center of Lake Verona as in the past.
2. Request the presence of APFD at the launch site.
3. Request the assistance APPD with the traffic and crowd control in and around Donaldson Park.
4. Request the closure of ( **Main St./ A. Miracle Ave to Verona Ave**) from 6:00 PM to 10:00 PM. (this required DOT permit application and approval).
5. Request the closure of Donaldson Park to all automobile traffic from 6:00PM to 10:00 PM
6. Request the assistance from APPD to relocate all automobiles parked in Donaldson Park at 6:00 PM
7. Has completed and turned in request of proper permit.
8. Has obtained the required insurance to release the City of Avon Park and the Avon Park Jaycees from any liabilities.

Motion carried unanimously.

**Resolution 14-06 JPA Demolition and reconstruct T-Hangars:**

Motion made by Councilman Parke Sutherland, seconded by Garrett Anderson to approve Resolution 14-06 as read. Motion carried unanimously.

Recorded and transcribed by Maria Sutherland.

ATTEST:

\_\_\_\_\_  
Maria Sutherland

\_\_\_\_\_  
Sharon Schuler, Mayor

E-5

**ORDINANCE 14-14**

**AN ORDINANCE TO ANNEX APPROXIMATELY 39.47 ACRES OF LAND OWNED BY DAVIS CITRUS MGMT INC., LOCATED AT 3501 DAVIS CITRUS RD, INTO THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR FINDINGS OF APPROPRIATENESS OF THE ANNEXATION, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Avon Park, Florida is a duly incorporated municipality under the laws of the State of Florida; and

**WHEREAS**, Davis Citrus Management, Inc., is the owner as shown by the legal description attached hereto as Exhibit "B"; and

**WHEREAS**, the City of Avon Park, would like to incorporate the property, described in Exhibit "B" into the City limits of the City of Avon Park, Florida, as shown by the map, Exhibit "A", attached hereto and incorporated herein; and

**WHEREAS**, the City has an Annexation Agreement signed by Joe L. Davis, Jr., attached hereto and incorporated herein as Exhibit "C"; and

**WHEREAS**, the City of Avon Park, Florida, finds that the property is contiguous to the existing City Limits as required by Florida Statutes Section 171.044, and has the authority to annex this property; and,

**WHEREAS**, the City of Avon Park, Florida deems it to be in the best interest of the citizens of the City of Avon Park, Florida, and those entitled to its services, that an Ordinance be passed for the purposes of annexing the said property; and

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA;**

**Section 1. Property Suitable for Annexation.** The City Council finds that the property is substantially contiguous to the existing city limits, and is otherwise capable of being lawfully annexed into the City.

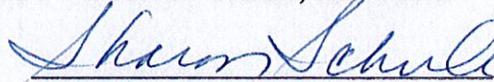
**Section 2. Property Annexed.** That the parcel of land with the legal description identified in Exhibit "B" attached hereto and incorporated herein, is hereby voluntarily annexed into the City of Avon Park, Florida, pursuant to Statute 171.044 F.S. The property being annexed is shown on the map attached as Exhibit "A". The City boundaries are hereby redefined so as to include the said described parcel of land.

**Section 3. Effective Date.** This ordinance shall take effect immediately after passage.

INTRODUCED AND PASSED on First Reading the 9<sup>th</sup> day of June, 2014.

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

CITY OF AVON PARK, FLORIDA

  
Sharon Schuler, Mayor

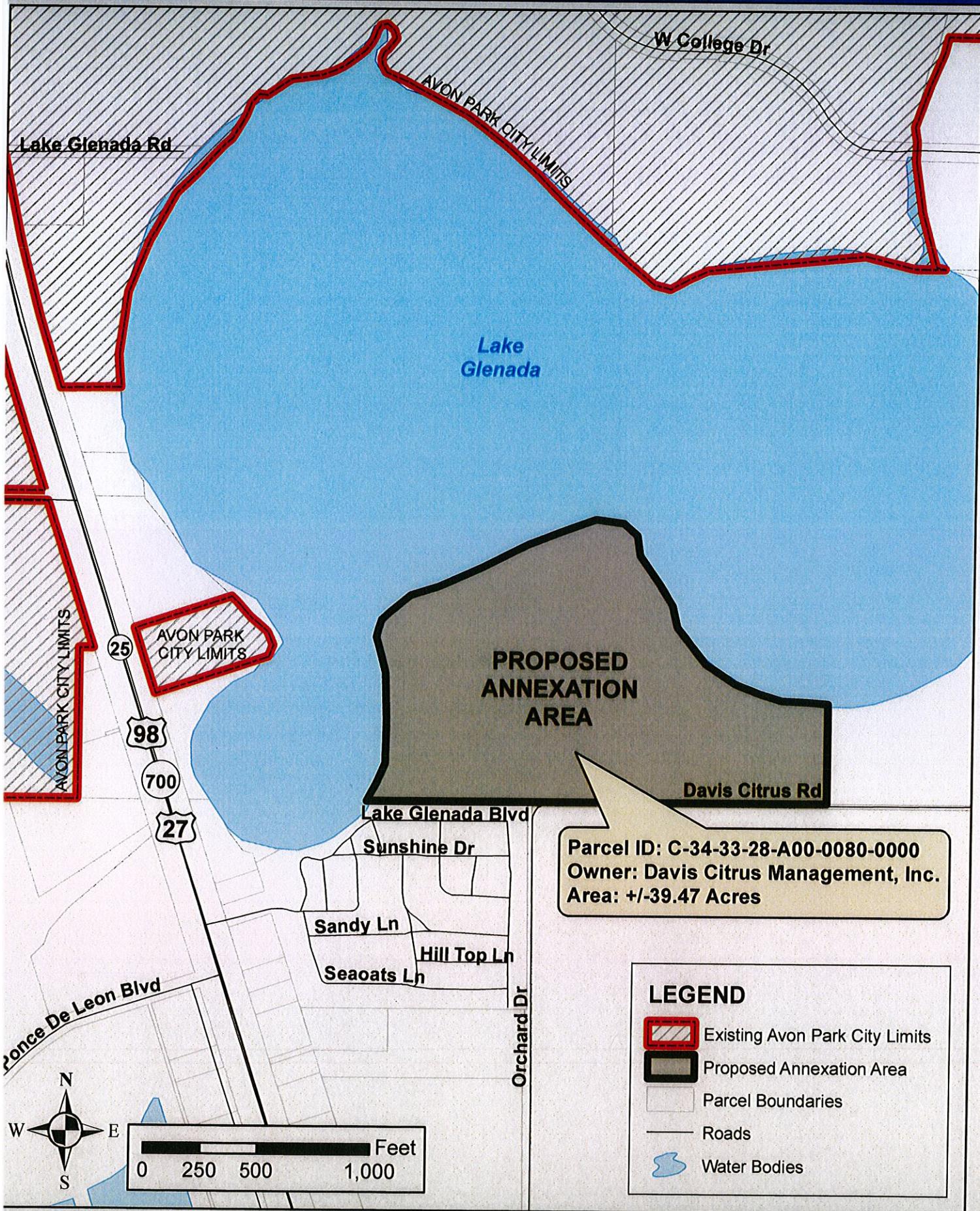
ATTEST:

  
Maria Sutherland, Adm. Services Director & City Clerk

Approved as to form:

  
Gerald T. Buhr, City Attorney

# Exhibit "A": Highlands County and Avon Park Annexation Ordinance 14-14



# EXHIBIT-B



ABOUT HCPAO MEET YOUR APPRAISER **SEARCH PROPERTY RECORDS**

PREVIOUS ACCOUNT

NEXT ACCOUNT

**C-34-33-28-A00-0080-0000**  
**40 County Southwest Water**

- VIEW MAP
- VALUE SUMMARY
- SALES HISTORY
- BUILDINGS
- LAND LINES
- EXTRA FEATURES
- QUERY LIST

**Owners**

Name 1 : DAVIS CITRUS MANAGEMENT INC  
 Name 2 :

**SITE ADDRESS**

3501 DAVIS CITRUS RD  
 AVON PARK , FL 33825-

**MAILING ADDRESS**

Addr 1 : 2306 US 27 S  
 Addr 2 :  
 City : AVON PARK  
 State : FL  
 Country:  
 Zip : 33825-9747

**Legal Description**

BLKS 14 + 15 OR SW 1/4 OF  
 SE 1/4 + FRAC SE 1/4 OF  
 SW 1/4-MURPHY GROVE-  
 34-33-28/8 39.47 ACRES

[VIEW GIS MAP](#)

DOR Code : 66

[CLICK FOR CODE DESCRIPTION](#)

Neighborhood Code: 330.00

RURAL TRACTS IN 33/28

Map Id : 24D

[CLICK TO DOWNLOAD](#)

\*Map is in PDF format and file size is large

[TAX COLLECTOR WEB SITE FOR THIS PARCEL.](#)

Please note that property values on this site are continuously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

## VALUE SUMMARY

## TAXABLE VALUE SUMMARY

Total Building Value	\$0	Total Assessed Value	\$172,422
Total OB/XF Value	\$1,094	Total Exemptions	\$0
Total Land Value	\$257,024	Total Taxable Value	\$172,422
Total Land Value - Agri.	\$171,328	Please note that property values in this office are being updated throughout the year. The final values are certified in October.	
Income	NA		
Total Classified Use Value	\$172,422		

# EXHIBIT-C

## ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 9 day of June 2014 by and between **Davis Citrus Management, Inc.**, whose business address is 2306 US 27 South, Avon Park, FL 33825, and its successors and assigns (hereinafter referred to as "Owner"), and the **City of Avon Park**, a municipal corporation whose business address is 110 East Main Street, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

### PURPOSE & INTENT

1. The Owner is desirous of developing Owner's property ("Property" description attached as Exhibit "A") someday in the future, and obtaining water and wastewater service from the City when the Property is developed.

2. The City is willing to provide such water and wastewater service in the manner described herein and subject to future Utility Service Agreement(s) regarding rights of connection, fees, construction requirements, and many other matters. Nevertheless, in exchange for the right to connect to City utility facilities subject to City Codes and those future Utility Service Agreement(s), the City requires that the annexation of the Property be performed as soon as legally possible.

OWNER and CITY therefore agree as follows:

### PURPOSE & INTENT AND EXHIBITS PART OF AGREEMENT

The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement and statements therein are hereby deemed a part of this Agreement.

1. Agreements between the Parties as to Annexation. Owner agrees and hereby petitions to voluntarily annex the Property within the City. City agrees to annex the Property. If the City is not legally able to annex the Property within 180 days of the date of this agreement, the parties agree that this Agreement shall become null, void, and of no further binding effect.

2. Agreements as to Extension of Water and Wastewater Service. The City agrees to perform or contract for all professional engineering and other services necessary for design, permitting and construction of the utility mains extensions shown in Exhibit "B" and described as follows:

- i. A water main of 8" in diameter and 3,980 feet in length, aligned along Davis Citrus Road or along easements provided by the adjacent property owners.
- ii. A wastewater main of 6" in diameter and 3,900 feet in length, aligned along Davis Citrus Road or along easements provided by the adjacent property owners.

3. Commencement of City Duties. The City's obligation to perform its duties regarding the Utility Project will be initiated upon annexation, and completed within a 24 month period,

subject to receipt of any required regulatory approvals.

4. No Authorization of Development, Capacity or Other Requirements. This Agreement is related solely to the annexation of the Property and to the City extending mains at its own expense for use in the area of the Property in exchange for the annexation. This Agreement does not provide any promise that the City will reserve capacity at its treatment plants. That promise, along with many other City requirements and promises by the Owner as a developer, must be provided in the Utility Service Agreement executed by both parties when the Owner desires to proceed with its development of the Property. Furthermore, any development of the Property by Owner must meet all other state, county and city requirements for new developments.

5. Florida's Right to Farm Act. The City recognizes that the Owner wishes to continue its agricultural use of the Property even after annexation into the City, until such time as the Owner chooses to commence development of the Property for a more intense use. Although some agricultural use practices could, under some circumstances violate City Codes, the City recognizes and shall comply with Florida's Right to Farm Act, section 823.14 F.S., and except for the authority to regulate and the limitations provided in §487.051(2), F.S., and §823.14(6), F.S., shall not adopt any ordinance, regulation, rule, or policy to prohibit, restrict, regulate, or otherwise limit an activity of a bona fide farm operation on land classified as agricultural land pursuant to §193.461, F.S., where such activity is regulated through implemented best management practices or interim measures developed by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or water management districts and adopted under chapter 120, F.S., as part of a statewide or regional program.

6. Laws of Florida to Govern / Venue. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

7. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

8. Document is the Result of Mutual Draftsmanship. The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

9. Prior Agreements; Amendments. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and CITY, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between DEVELOPER and CITY. No additions, alterations or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

10. Conflict With Laws. In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order, however, the City shall pass no future ordinance that will invalidate this Agreement or eliminate the City's duties under this Agreement.

11. Agreement Recorded as Covenant on the Property. A copy of this Agreement shall be duly recorded in the county records by the City as a covenant binding the Owner of the Property and any subsequent purchasers of the Property, and the benefits and burdens of this Agreement shall become a covenant, running, touching, building and concerning the title to the Property, and all parts and parcels thereof. This Agreement binds the Owner, its, successors and assigns. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with and binding on the property described below including any lots or parcels resulting from subdividing, and shall constitute an obligation on any such individual subdivided lots or parcels, regardless of title or ownership and regardless of any other future changes in ownership or characteristics that may take place.

12. Attorney Fees. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual and reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial level, or upon appeal.

**IN WITNESS WHEREOF, OWNER and CITY have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.**

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**Davis Citrus Management, Inc.**

Signed, sealed and delivered before these witnesses:

Justin R. Goss  
(Signed)

Justin R. Goss  
(Printed)

By: Joe L. Davis, Jr.  
Joe L. Davis, Jr., President

Maria Guardado  
(Signed)

Maria Guardado  
(Printed)

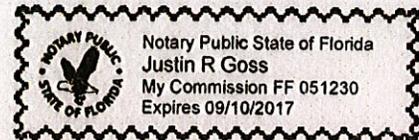
**STATE OF FLORIDA  
COUNTY OF HIGHLANDS**

SWORN TO AND SUBSCRIBED freely and voluntarily for the purposes therein expressed before me by **Joe L. Davis, Jr.**, as the President of **Davis Citrus Management, Inc.**, a Florida corporation, and who executed the foregoing, this 25<sup>th</sup> day of April, 2014. He is personally known to me  or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of April, 2014.

Notary Public: Justin R. Goss  
Justin R. Goss  
My Council Expires: 9/10/2017

**CITY OF AVON PARK**



[SEAL]

**CITY OF AVON PARK, FLORIDA,**

ATTEST: Maria Sutherland  
Maria Sutherland, City Clerk

By: Sharon Schuler  
Sharon Schuler, Mayor

APPROVED AS Gerald T. Buhr  
TO FORM: \_\_\_\_\_  
Gerald T. Buhr, City Attorney

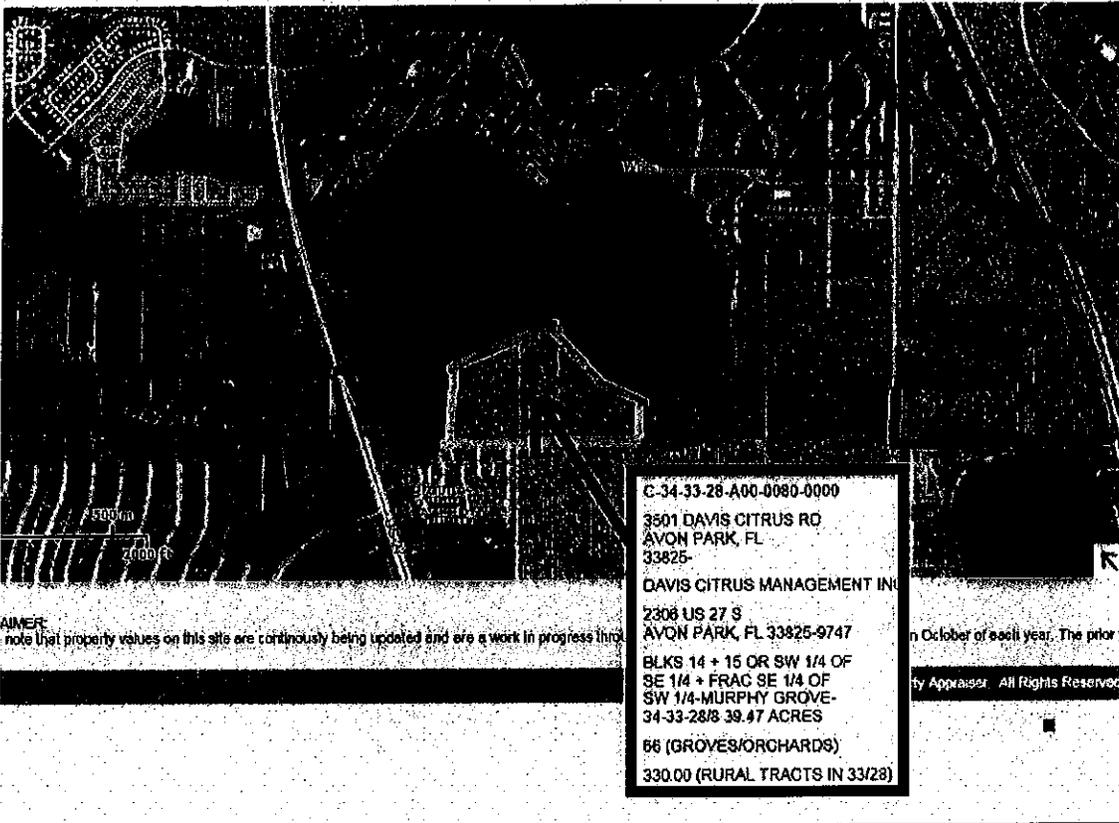
**EXHIBIT A**

**DESCRIPTION OF OWNER'S PROPERTY TO BE ANNEXED**

**Legend**

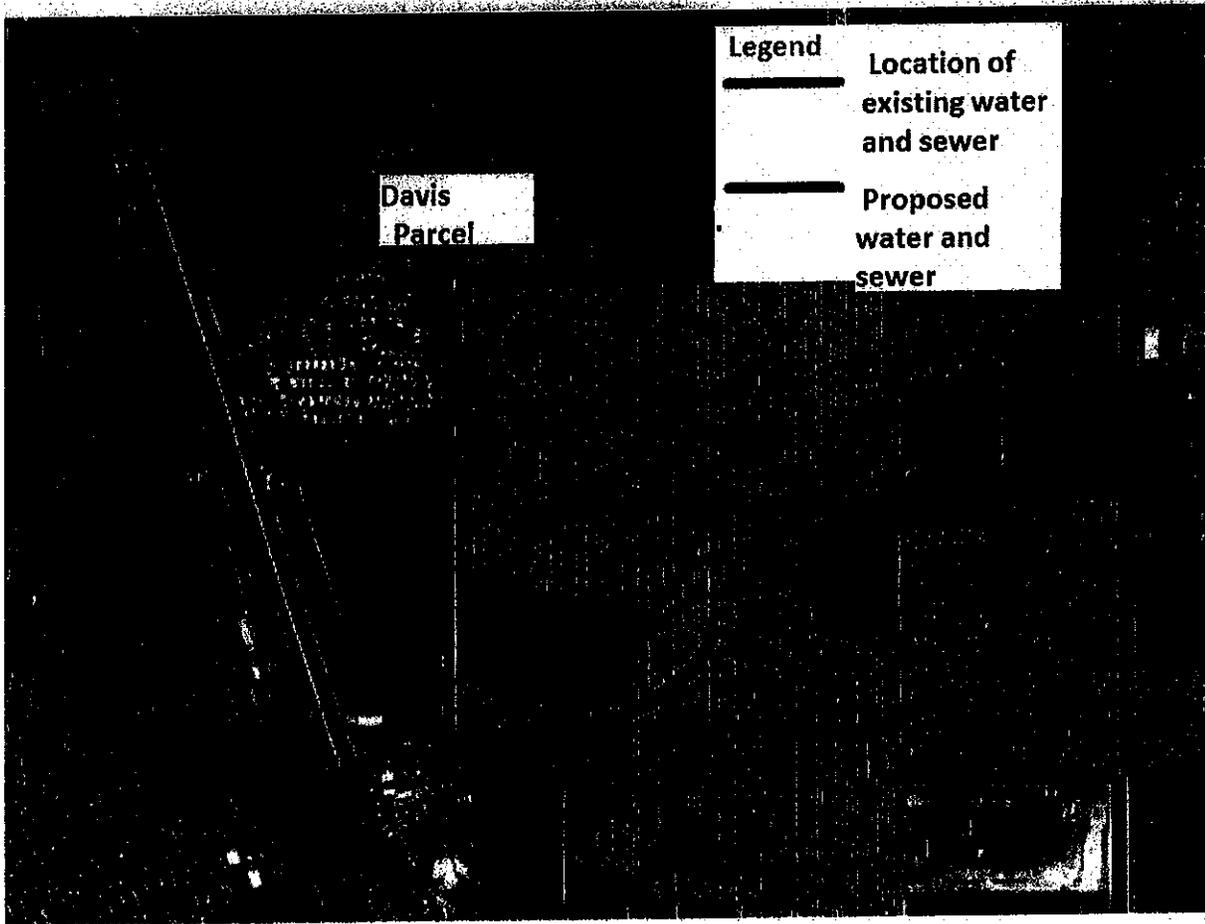
**City Limits** 

**Proposed annexation** 



**EXHIBIT B**

**LOCATION AND ALIGNMENT OF PROPOSED 3,980 ft. of 8" WATER MAIN, and 6" WASTEWATER FORCE MAIN.**



Agenda Item Summary  
June 23, 2014

**Subject:** Contract approval for CDBG Admin Services / Guardian CRM

**Item No.** E-7

**Placed on Agenda by:** M Sutherland

**Total Amount of Project:** \$52,500 (100% grant funded)

**Staff Review:** N/A

**Attorney Review:** N/A

**Recommended Motion(s):**

Approve Contract

**Background:** Per City policy, the City solicited for competitive proposals and selected Guardian to perform program administration for a CDBG grant. Guardian was the only bidder.

**THE CITY OF AVON PARK, FLORIDA  
CONTRACT FOR PROGRAM ADMINISTRATION SERVICES  
FFY 2013 & 2014 COMMUNITY DEVELOPMENT BLOCK GRANTS  
AND RELATED PROGRAMS  
COMMERCIAL REVITALIZATION (CR) CATEGORY**

THIS CONTRACT is made and entered into by and between the **CITY OF AVON PARK** (hereinafter the **CITY**) and **GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC.**, (hereinafter **GUARDIAN**). This Contract shall become effective immediately, with Program Administration Services subject to the beginning date of the **CITY**'s Grant Award Agreement between the **CITY** and the **Florida Department of Economic Opportunity** (hereinafter **FDEO**).

WHEREAS, the **CITY** has solicited for competitive proposals, and selected **GUARDIAN** to perform Program Administration Services for a **Community Development Block Grant (CDBG) for the FFY 2013 & FFY2014 funding cycle in the Economic Development (ED) and Regular Category**. Other services for FFY 2013 & FFY 2014 may be included for additional sources of grant/public loan funding at the discretion of the City Council, as outlined in the RFP but shall not be paid for with CDBG funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the **CITY** and **GUARDIAN** agree as follows:

A. Covenant for Services

The **CITY** does hereby contract with **GUARDIAN** to perform the services described herein and **GUARDIAN** does hereby agree to perform such services under the terms and conditions set forth in this Contract. The obligations of the **CITY** hereunder are subject to annual appropriation and budget as required by law. The proposal marked 'Program Administration Services FFY 2013 & 2014 Economic Development and Regular Category Community Development Block Grants & similar related programs, by **GUARDIAN** and all presentations to the **CITY** herein shall be a part of this contract, except as otherwise provided for in this agreement. This shall include, but not be limited to primary contacts, staff working on the project, levels and types of service, and deliverables. The **CITY** must be notified in writing of any changes in said presentations within thirty (30) days of any such changes. The **CITY** shall have the right to terminate this contract for convenience (see termination below) in the event such changes are not deemed in the best interest of the **CITY**.

B. Availability of Funds

Payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from **FDEO** (the Department of Economic Opportunity). **GUARDIAN** shall be paid in accordance with Attachment C of this Contract. The **CITY**'s Grant Award Agreement from **FDEO** shall become part of this Contract consistent with the requirements established in Florida Administrative Code, Section 9B-43.014.

C. Scope of Services

(1) Intent of this Contract

**GUARDIAN** agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to implement and complete the **CITY**'s **FFY 2013 & FFY 2014 CDBG Regular Category** grant application and subsequent projects in compliance with applicable laws and regulations. **GUARDIAN** will comply with Chapter 119, Florida Statutes.

(2) Scope of Services – Program Administration Services

- Representation During Site Visits & Monitoring
- Develop Project Information Management & Record Filing System
- Develop Project Financial Management System (for Disbursing Funds)
- *(Economic Development)* From the business partner and /or business partner's investor: obtain evidence of equity and/or cash on hand, business plan and financial statements, letter of commitment, loan commitment (when required), proof of site control, list of current employees and evidence of new job creation, and provide sample Participating Party Agreement for legal review.
- Maintain Project Records (track and code files/check regularly)
- Develop Work Plans for Project Contract Document
- *(Economic Development)* Execute Participating Party Agreement.
- Preparation of Grant Contract Documents and Track
- Develop Budget for Project Contract and CDBG Budget Tracking
- Environmental Review and Release of Funds Certification
- Develop and Supply Recommended Intake Process Forms, as applicable
- Implement HAP Plan Intake and Bidding Process, as applicable
- Rank and Recommend Housing Clients based upon HAP Plan, as applicable
- *(Infrastructure)* Davis-Bacon compliance for relevant activities, e.g. review of related contractor payrolls, wage interviews, project photos, etc.
- *(Infrastructure)* Request Wage Decisions where applicable and provide sub-grantee/contract guidance for specific activities.
- Coordinate w/ Building Officials During Evaluation & Construction Oversight Of Project Schedule and Compliance
- Screen & Qualify Contractors & Develop Bid/Contract Documents
- Coordination with Other Agencies and Contractors, as Necessary
- Develop Work Write Ups (Unit Evaluations/Scope of Work)
- Coordinate Pre-construction Services (lead, asbestos, survey, etc) Update
- Attend Pre-Bid & Preconstruction Conferences (where needed)
- Oversight of Citizen Complaint Process
- Monitor Contractor Progress and Check Contract Compliance
- Monitor Section 8 Housing and HAP Compliance
- Review/screen Payment Authorizations and Change Orders
- Develop Request for Grant Funds (No Less than Quarterly)
- Develop & Process Amendments, as Needed
- Provide Regular Project Status Reports (No Less than Quarterly)
- Provide all Other Necessary Technical Assistance
- Review Final Change Order, Pay Request, & Construction Documents
- Balance Final Project Budget
- Gather all Necessary Supporting Documents
- Prepare Documents for Administrative/Financial Close Out
- Prepare Final Status Report

If the Grant Award Agreement between the **CITY** and **FDEO** is amended, the scope of services for the project shall be amended to be consistent with that Agreement.

D. Consideration and Method of Payment for Services

- (1) Amount of Consideration

For Program Administration Services, the **CITY** will pay **GUARDIAN** the sum of \$52,500 (CR). The **CITY** shall issue the fee amount to **GUARDIAN** over a period of twenty-four (24) months. If the project is completed in less than 24 months, the balance of the administration fee will be paid to **GUARDIAN** after completion and submission of the Closeout Status Report to **FDEO**. An amount not-to-exceed 0.5% of grant funds shall be set aside for the **CITY's** auditing costs incurred on this grant and/or other administration costs of the **CITY**.

The **CITY** and **GUARDIAN** shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

(2) Method of Payments

**GUARDIAN** will submit monthly invoices beginning in September 2014. The invoice shall be submitted to the **CITY** for the **CITY's** review and approval. Payment will be issued within twenty-five (25) days of receipt of the invoice. The first invoice for release of funds may be up to \$5,000. The final invoice for closeout of not less than \$2,000 may be retained until the City has documentation that **FDEO** has received a complete closeout report. The City may pay invoices from the grant proceeds or from local leverage funds at the City's discretion.

(3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates identified in Attachment C of this Contract and a work order or equivalent. Additional services shall include additional project management due to construction delays beyond the construction contract period. Where possible, a liquidated damages fee clause established in the construction contract would be utilized to pay for the additional services caused by the construction delays.

E. Subcontracts

(1) If **GUARDIAN** subcontracts any of the work required under this Contract, **GUARDIAN** agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the **CITY**.

(2) **GUARDIAN** agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless the **FDEO**, the **CITY** and **GUARDIAN** from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

F. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to **GUARDIAN** will not be amended without mutual agreement of the **CITY** and **GUARDIAN**, formally executed in writing, subject to availability of funds.

G. Termination (Cause and/or Convenience)

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered

by certified mail, return receipt requested) of intent to terminate and (2) an opportunity (with thirty (30) additional days to schedule) direct (in-person) consultation with the terminating party prior to termination. During the notice and consultation period, both parties are expected to comply with all agreements and regulations affecting the project as required.

(2) This Contract may be terminated in whole or in part in writing by the **CITY** for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in G. (1) above.

(3) If termination for default is effected by the **CITY**, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to **GUARDIAN** at the time of termination may be adjusted to cover any additional costs to the **CITY** because of **GUARDIAN**'s default.

For any termination, the equitable adjustment shall provide for payment to **GUARDIAN** for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by **GUARDIAN** relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, **GUARDIAN** shall (1) discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the **CITY** all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by **GUARDIAN** in performing this Contract, whether completed or in process, within the sixty (60) day notice and consultation period.

(5) Upon termination, the **CITY** may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of **GUARDIAN** to fulfill contractual obligations, it is determined that **GUARDIAN** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the **CITY**. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

#### H. Remedies

Unless otherwise provided in this Contract, all other matters in question between the **CITY** and **GUARDIAN**, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be **Highlands County, Florida**.

#### I. Liability

(1) **GUARDIAN** shall be responsible for all damages to persons or property that occur as a result of **GUARDIAN**'s fault or negligence in connection with work performed under the provisions of this Contract, and **GUARDIAN** shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the **CITY**. **GUARDIAN** shall maintain \$2,000,000 of General Liability Insurance. Documentation regarding insurance will be made available upon request.

(2) **GUARDIAN** shall indemnify and hold harmless the **CITY**, its agents, and employees from liability for any injury or damages to persons or property resulting from **GUARDIAN**'s prosecution of work pursuant to the provisions of this Contract.

J. Project Representatives

The CITY's Project Manager/Coordinator for this Contract is **Maria Sutherland, Administrative Services Director, City of Avon Park, 110 E. Main St., Avon Park, FL 33825, (863) 452-4411.**

**GUARDIAN's** Primary Contact responsible for the administration of this Contract is **Christine Alday, President, Guardian Community Resource Management, Inc., 3020 Bruton Road, Plant City, FL 33565** are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

K. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

M. Eligibility

**GUARDIAN** certifies that it is eligible to receive state and federally funded contracts. **GUARDIAN** also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

N. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Council Member, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, **GUARDIAN** shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

O. Federal Statutory Requirements

When applicable, **GUARDIAN** and the **CITY** shall comply with the provisions contained in Attachment A and incorporated herein.

P. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

- (1) Attachment A, "Federal Provisions", consisting of three (3) pages.
- (2) Attachment B, "Section 3 and Affirmative Action Plan", consisting of one (1) page.
- (3) Attachment C, "Fee Schedule", consisting of one (1) page.

IN WITNESS WHEREOF, the parties have executed this Contract on this the 9th day of June, 2014.

GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC.

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

Name and Title: Christine M. Alday, President

Attest: \_\_\_\_\_

Name and Title: \_\_\_\_\_

THE CITY OF AVON PARK,

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

Name and Title: Sharon Schuler, Mayor

Attest: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## ATTACHMENT A

### FEDERAL PROVISIONS

#### 1. Equal Employment Opportunity

During the performance of this Contract, **GUARDIAN** agrees as follows:

a. **GUARDIAN** will not discriminate against any employee or applicant for employment because of age, race, gender, national origin, ethnic background, and disability status. **GUARDIAN** will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, gender, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. **GUARDIAN** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **CITY** setting forth the provisions of this non-discrimination clause.

b. **GUARDIAN** will, in all solicitation or advertisements for employees placed by or on behalf of **GUARDIAN**, state that all qualified applicants will receive consideration for employment without regard to age, race, gender, national origin, ethnic background, and disability status.

c. **GUARDIAN** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. **GUARDIAN** will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

e. **GUARDIAN** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the **CITY** and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of **GUARDIAN's** non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and **GUARDIAN** may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. **GUARDIAN** will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. **GUARDIAN** will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event **GUARDIAN** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the **CITY**,

**GUARDIAN** may request the United States to enter into such litigation to protect the interests of the United States.

**2. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**3. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

**4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities**

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. **GUARDIAN** will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants-for employment or training.

d. **GUARDIAN** will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. **GUARDIAN** will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan

agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**5. Access and Retention to Records**

The **CITY**, the **FDEO**, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of **GUARDIAN** which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. **GUARDIAN** shall retain all records relating to this Contract for six (6) years after the **CITY** makes final payment and all other pending matters are closed.

## ATTACHMENT B

### SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. **GUARDIAN** will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, gender, national origin, ethnic background, and disability status.
2. When training and/or employment opportunity arises in connection with this project, **GUARDIAN** will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.
3. During this project, **GUARDIAN** will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.
4. **GUARDIAN** will utilize the Florida lists of minority businesses in filling subcontracting and/or purchasing needs, where applicable.
5. **GUARDIAN** will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. **GUARDIAN** shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training, where applicable.
7. **GUARDIAN** is under no contractual or other disability, which would prevent compliance with this policy.

**ATTACHMENT C**

**FEE SCHEDULE**

Guardian proposes the following breakdown of Grant Administrative Services for CDBG Commercial Revitalization

<p><b>BUDGETED PORTION OF BLOCK GRANT AWARD FEE (7%)</b> Based on a grant amount of <b>\$750,000</b>: (*Percent of admin fee remains the same should there be a higher award amount than \$750,000 for ED grants)</p>	<p><b>\$52,500</b></p>
<p><b>FDEO AGREEMENT ADMINISTRATION:</b></p> <ul style="list-style-type: none"> <li>• Representation during site visits and monitoring visits</li> <li>• Develop project information management and filing system</li> <li>• Develop work plan for project contract document</li> <li>• Oversight of project schedule and compliance</li> <li>• Coordination with other agencies and contracts</li> <li>• Oversight of citizen complaint process</li> <li>• Develop and process amendments</li> <li>• Provide regular project status reports</li> <li>• Provide all other necessary technical assistance</li> </ul>	<p><b>\$15,000</b></p>
<p><b>PROJECT DELIVERY SERVICES:</b></p> <ul style="list-style-type: none"> <li>• Review of project contract document</li> <li>• Environmental review</li> <li>• Request wage decisions</li> <li>• Review bid documents for compliance</li> <li>• Review contract documents</li> <li>• Conduct and attend preconstruction conference</li> <li>• Monitor contractor performance and compliance</li> </ul>	<p><b>\$12,000</b></p>
<p><b>FINANCIAL ADMINISTRATION:</b></p> <ul style="list-style-type: none"> <li>• Develop project financial management system for receiving and disbursing funds</li> <li>• Develop budget for project contract</li> <li>• Budget tracking</li> <li>• Review change orders for compliance</li> <li>• Review amendments for compliance</li> <li>• Supervision of payment authorizations</li> <li>• Maintain project account records</li> <li>• Monitor all project activity to ensure compliance</li> </ul>	<p><b>\$14,000</b></p>
<p><b>POST-PROJECT ACTIVITIES:</b></p> <ul style="list-style-type: none"> <li>• Review final change order and pay request</li> <li>• Balance final project budget</li> <li>• Review final construction documents</li> <li>• Gather all necessary supporting documents</li> <li>• Prepare documents for administrative/financial close out</li> <li>• Final status report</li> </ul>	<p><b>\$11,500</b></p>

**Proposed Fee Schedule for General and Other Grant Administration Services for ongoing public grant, loan or other funding opportunities for FFY2013-2014:**

Standard Rates (for technical assistance, developer agreements, policy review, administration, housing rehab specialist, project delivery, contract management, planning, etc by the hour):

**Hourly Rates for Additional Services, When and If Applicable**

Grant Contracts Manager, Principal	\$140/hour
Grant Projects Manager, Officer	\$125/hour
Project Coordinator or Technical Support Specialist	\$115/hour
Project or Construction Manager	\$100/hour
Legislative Liaison or Public Relations Manager	\$100/hour
Grants or Program Administrator	\$90/hour
Grant Writer or Planner or Accountant	\$80/hour
Housing or Construction Specialist	\$80/hour
Grants or Program Specialist or Technical Assistant	\$70/hour
Office Manager/Grants Assistant/Case or Financial Clerk	\$50/hour

**Typical Fees by Work Order (examples)**

Affordable Housing Finance Proposals	\$25,000
USDA Water/Waste Grant-Loan Applications	\$25,000**
SRF Water or Waste Loan or Grant Pre-Application or App	\$20,000
EDA Infrastructure Grant Application	\$25,000**
EPA STAG or SPAP Grant Application	\$20,000
Economic Development Transportation Grant Application	\$10,000**
Rural Infrastructure Grant Application	\$10,000**
FCT Land Acquisition Application	\$25,000**
FRDAP Application	\$10,000

\*\* Typically does not allow for administration fees, but there are other ways to pay Guardian which can be negotiated on a case by case basis.

E-8

RESOLUTION NO. 14-07

**A RESOLUTION OF NECESSITY OF THE CITY OF AVON PARK, FLORIDA, PROMULGATED PURSUANT TO § 163.355, FLORIDA STATUTES DETERMINING THAT IT IS APPROPRIATE TO EXPAND THE MAIN STREET COMMUNITY REDEVELOPMENT AREA; DETERMINING THAT THE COMMUNITY REDEVELOPMENT AGENCY MAIN STREET EXPANSION AREA SUFFERS FROM ONE OR MORE INDICATORS OF SLUM AND BLIGHT; DETERMINING THAT REDEVELOPMENT OF THE MAIN STREET EXPANSION AREA IS APPROPRIATE AND CRITICALLY NECESSARY AND IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF THE CITY; MAKING CERTAIN OTHER REQUIRED FINDINGS AND DETERMINATIONS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Avon Park adopted Resolution No. 18-87-88, containing findings of necessity, approving a slum and blight study for the original Main Street Community Redevelopment Area; and

WHEREAS, the City Council of the City of Avon Park adopted Ordinance No. 822, declaring the need for a Community Redevelopment Agency, establishing the boundaries of the community redevelopment area, establishing the Community Redevelopment Agency, providing for its organization and procedures, and delegating to the Community Redevelopment Agency certain powers as necessary and appropriate for community redevelopment; and

WHEREAS, pursuant to section 163.360, Florida Statutes, the Community Redevelopment Agency has developed a Community Redevelopment Plan that is consistent with each of the enumerated requirements of sections 163.360 and 163.362, Florida Statutes; and

WHEREAS, the condition of the CRA Main Street Expansion Area is similar to the condition of the designated Main Street Community Redevelopment Area in that the facts and evidence presented show that conditions are present in the CRA Main Street Expansion Area that:

1. Are detrimental to the sound growth of the City and substantially impair or arrest the growth of the City and present conditions and uses are detrimental to the health, safety, morals and public welfare;
2. Exhibit conditions that endanger life or property;
3. Contain a predominance of defective or inadequate street layout;
4. Exhibit faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
5. Include unsanitary or unsafe conditions;
6. Exhibit deterioration of site or other improvements;
7. Include inadequate and outdated building density patterns; and
8. Contain a diversity of ownership or defective or unusual conditions.

WHEREAS, slum and blight constitutes a serious menace injurious to the public health, safety, morals and welfare of the County and the City, imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairing or arresting sound growth, aggravating traffic problems, and increasing the costs of providing public services to blighted areas; and

WHEREAS, while the City has determined that the CRA Main Street Expansion Area demonstrates conditions of slum and blight, the area can be conserved and rehabilitated through appropriate public action as authorized under the Florida Statutes, preserving and enhancing the tax base for the benefit of all taxing authorities; and

WHEREAS, action must be taken immediately to prevent further blight and deterioration and to protect and enhance public expenditures previously made in the CRA Main Street Expansion Area; and

WHEREAS, the existing Main Street Community Redevelopment Plan includes plans and programs for the redevelopment of the CRA Area; and

WHEREAS, the CRA Main Street Expansion Area is contiguous to the original CRA Main Street Area; and

WHEREAS, both areas exhibit similar land uses and other site conditions; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK,  
HIGHLANDS COUNTY, FLORIDA, as follows:

**Section 1. Findings.**

(a) Based upon the facts and evidence presented to and considered by the City Council, the foregoing findings are hereby confirmed and incorporated herein by reference.

(b) The preservation and enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through tax increment

financing and the levying of taxes by such taxing authorities therefore and the appropriation of funds to a redevelopment trust fund bears a substantial relation to the purposes of such taxing authorities and is for their respective purposes and concerns.

**Section 2. Finding of Necessity.** The City Council, based upon the evidence presented to it and in the public record, does hereby find that a “slum and blighted area,” as defined in the Florida Statutes, exists in the CRA Main Street Expansion Area that is exhibiting deteriorating and economically distressed due to outdated building density patterns, faulty lot layout in relation to its size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site and other improvements; and inadequate and outdated building density patterns; and does further find that the rehabilitation, conservation or development or a combination thereof, of the CRA Main Street Expansion Area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City of Avon Park, Florida, and that such area constitutes a “community redevelopment area” as defined by Florida Statutes.

**Section 3. Amendment to Main Street Community Redevelopment Area and Main Street Community Redevelopment Plan.** The land described as the CRA Main Street Expansion Area, depicted in Exhibit “A,” shall be added to the designated Main Street Community Redevelopment Area and an amended redevelopment plan be prepared to include plans and programs for the redevelopment of the entire Main Street Community Redevelopment Area.

**Section 4. Severability.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF AVON PARK, FLORIDA

\_\_\_\_\_

\_\_\_\_\_, MAYOR

ATTEST:

\_\_\_\_\_

\_\_\_\_\_, CITY CLERK

E-9

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-22  
TRAFFIC OPERATIONS  
4/14  
Page 1 of 6

CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. \_\_\_\_\_  
F.E.I.D. NO. \_\_\_\_\_

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and \_\_\_\_\_ Florida, herein called the "Maintaining Agency".

**WITNESSED:**

**WHEREAS**, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

**WHEREAS**, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, Interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3<sup>rd</sup> party. If the Maintaining Agency is unable to recover the costs from a 3<sup>rd</sup> party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

7. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

8. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services.

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The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems

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on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

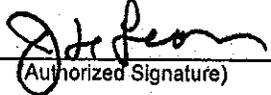
25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

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

CITY OF AVON PARK Florida  
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

By:   
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: JULIAN DELEON

Print/Type Name: \_\_\_\_\_

Title: CITY MANAGER

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Seal if Applicable)

Attest: \_\_\_\_\_

Reviewed:

Legal Review:

\_\_\_\_\_  
Attorney Date

\_\_\_\_\_

**EXHIBIT A**

**TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 2014/2015**

Effective Date: 7/1/2014 To: 6/30/2015

Maintaining Agency: Avon Park

	Intersection Locations	Compensation (Yes or No)	Traffic Signal (TS)	Intersection Control Beacon (ICB)	Emergency Fire/Dept (FDS)	Pedestrian Flashing Beacon (PFB)	Traffic Warning Beacon (TWB)	Speed Activated Warning Displays (SAWD)	FOOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50, 75, or 100)	Total Amount (Unit Rate x Percent)
SR 25/US 27	HAL MCREA ST	YES	TS					\$2,951.00	50%	\$1,475.50	
SR 25/US 27	SHOPPING CENTER/MORRILL	YES	TS					\$2,951.00	50%	\$1,475.50	
SR 25/US 27	SR 64/SR 17/MAIN ST	YES	TS					\$2,951.00	100%	\$2,951.00	
SR 17/MAIN ST	HIGHLANDS AVE	YES	TS					\$2,951.00	50%	\$1,475.50	
SR 17/MAIN ST	LAKE AVE	YES	TS					\$2,951.00	50%	\$1,475.50	
<b>Total Lump Sum</b>										<b>\$ 8,853.00</b>	

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in the Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of

\$ 8,853.00

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**EXHIBIT B**

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

**2.0 COMPENSATION**

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: Includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be:  $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be  $\$675 \times (2/3) = \$450$

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be  $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

**Unit Rates per 100% State Intersections**

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed Activated Warning Displays (SAWD) (0.05*TS)	Traffic Warning Beacon (TWB) (0.05*TS)
	11-12	\$2,701	\$675			
12-13	\$2,782	\$698				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

**3.0 PAYMENT PROCESSING**

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

**Agenda Item Summary**

June 23, 2014

**Subject:** City Hall hours of operation changes

**Item No.** E-10

**Placed on Agenda by:** City Manager

**Total Amount of Project:**

**Staff Review:** Yes

**Attorney Review:** N/A

**Recommended Motion:** Discussion