



## **CITY OF AVON PARK**

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

July 22, 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, July 27, 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 SPECIAL MEETING  
CITY COUNCIL CHAMBERS  
123 E. Pine St., Avon Park, FL  
MONDAY, July 27, 2015  
6:00 PM**

**A. OPENING**

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

**B. CITIZENS/OUTSIDE AGENCIES**

4. **Proclamation-** Central Florida Health Care
5. **Awakening International Ministries:** Request for Community Center policy change for long term rental.
6. **Carl Bennett/ 432 W Bell** request for liens/ fines reduction /forgiveness

**C. CONSENT AGENDA:**

7. Approve Special Council Meeting Minutes, July 13, 2015

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

8. Settlement Agreement with Ag-Flying Services

**E. ADMINISTRATIVE:**

13. Purchase of 110 hp Tractor
14. CDBG Construction Plans approval - Carl Cool/ Corbett Alday

15. **Resolution 15-14** City loan to Main Street CRA for purchase and improve Brickell Building.
16. **Ordinance 15-15** Natural Gas Franchise Agreement with Peoples Gas
17. **Resolution 15-17** Southside CRA Expansion
18. Property Transfer to Carolina Avenue Church of Christ
19. City /AFSCME Collective Bargaining Agreement Consideration
20. Suggested Budget changes
21. FDOT GPS Reference Station/ MOA
22. **Ordinance 17-15** - Clarifying Department Head Salary authority from Council To City Manager

**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

# CENTRAL FLORIDA HEALTH CARE, INC.

## National Health Center Week, 2015

### A Proclamation

**Whereas:** For 50 years, America's Community Health Centers have provided high quality, cost effective, and accessible primary and preventative care to all individuals regardless of insurance status or ability to pay.

**Whereas:** Health Centers serve as the health care home for over 23 million Americans through more than 9,000 delivery sites across the nation. One in every fifteen people living in the United States depends on their services.

**Whereas:** Health Centers are located in medically underserved areas and locally controlled by patient-majority boards, making each Health Center responsive to the needs of the specific community it serves.

**Whereas:** As locally owned and operated small businesses, Health Centers serve as critical economic engines helping to power local economies by generating billions of dollars in combined economic impact and creating jobs in some of the country's most economically deprived communities.

**Whereas:** Health Centers employ more than 11,300 physicians and more than 8,400 nurse practitioners, physician assistants, and certified nurse midwives as part of a multi-disciplinary clinical team designed to treat the whole patient, coordinating care and managing chronic disease, at the same time reducing unnecessary, avoidable and wasteful use of health resources.

**Whereas:** The Health Center model continues to prove an effective means of overcoming barriers to access including geography, income and insurance status, and in doing so, improves health care outcomes and reduces health care system costs.

**Whereas:** Health Centers save the entire health system approximately \$24 billion annually by managing chronic conditions and keeping patients out of costlier health care settings.

**Whereas:** Health Centers have worked tirelessly to grow the nation's primary care infrastructure to meet the pressing needs of Americans who still lack access to primary care services, a number that exceeds 62 million nationwide.

**Whereas:** The demand for Health Centers continues to outpace growth and expansion of the program will be essential to meet the needs of these new patients, as existing Health Centers are already at capacity and many communities lack any primary care services at all.

**Whereas:** Health Centers remain committed to preserving and expanding access in the communities they serve, ensuring that the promise of coverage is translated into the reality of care.

**Whereas:** National Health Center Week offers the opportunity to recognize America's Health Centers, their dedicated staff, board members, and all those responsible for the continued success and growth of the program since its creation 50 years ago. During this National Health Center Week, we celebrate the legacy of America's Health Centers and their vital role in shaping the future of America's health care system.

NOW, THEREFORE, I, **Sharon Schuler, Mayor** of the **City of Avon Park**, do hereby proclaim **August 9 through 15, 2015**, as **National Health Center Week**. I encourage every citizen to visit their local Health Center and celebrate the important partnership between America's Health Centers and the communities they serve.

**BE IT FURTHER RESOLVED** that the **City of Avon Park** does hereby recognize the valued contributions of Community Health Centers in expanding access to health care and improving the health and future wellbeing of the citizens in Highlands County.

**IN WITNESS WHEREOF:** I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_ in the year of two thousand fifteen.

\_\_\_\_\_  
Sharon Schuler, Mayor  
City of Avon Park

AWAKENING INTERNATIONAL MINISTRIES  
*souls, freedom & destiny*

B-5

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July 6, 2015

City of Avon Park City Council  
110 E Main St  
Avon Park, FL. 33826

Dear Sir/Ma'am,

First we wish to formally thank the City of Avon Park for allowing us to rent the Community Center from them. It has been an honor to be able to use the facility over the past 2 months for the purpose of having church on Sundays. We have put forth our best effort to always take care of and maintain the facilities to the best of our ability while it is being used. Thank you.

Our desire is to continue to rent the Community Center, every Sunday, for the remainder of the year (or until you are prepared to begin renovations). We understand that the current Community Center pricing is based on a single use and we would like consideration for those wishing to rent the space for an extended time. Our proposal is:

- One time \$200 deposit to be held until the time the contract expires
- A discounted monthly rate for continuous rental of \$1000 to be paid on the first of every month

Thank you so much for taking time to read this and your consideration.

Respectfully submitted,



Tommy Burns  
President of AIM





B-6

A-22-33-28-010-0290-0051

432 W BELL ST  
AVON PARK, FL 33825

**Owners**

NOTO JOSEPH +  
BENNETT CARL

**Mailing Address**

2701 N KING RD  
AVON PARK, FL 33825

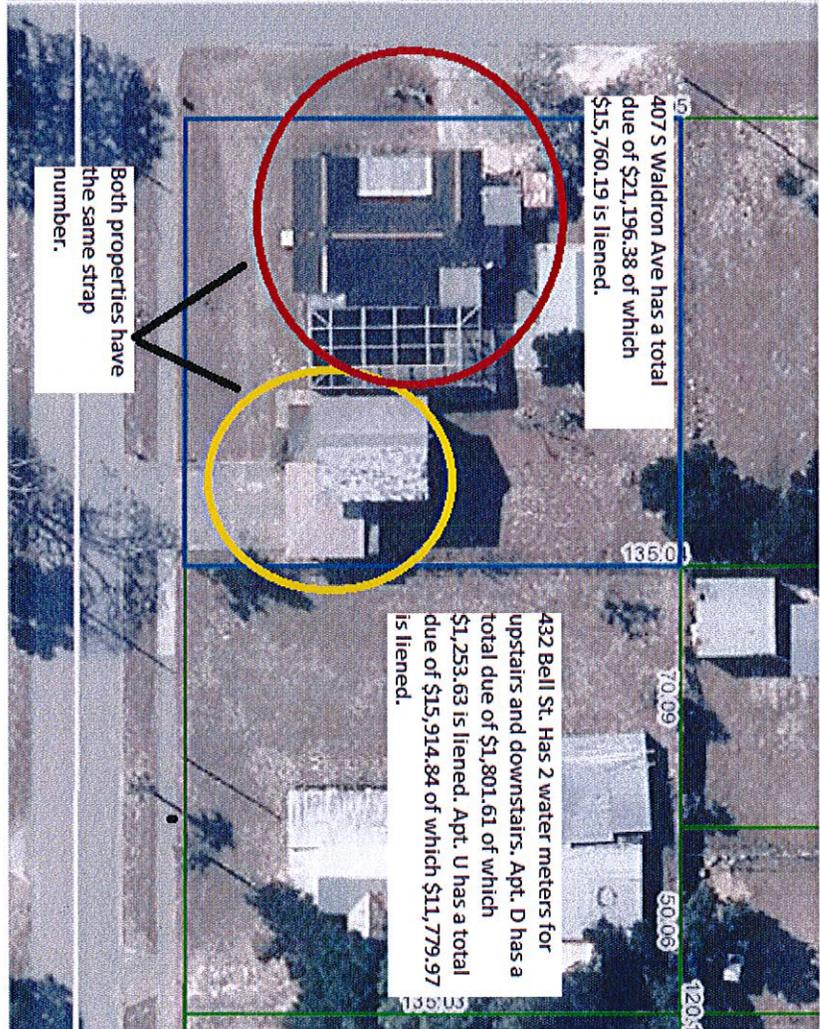
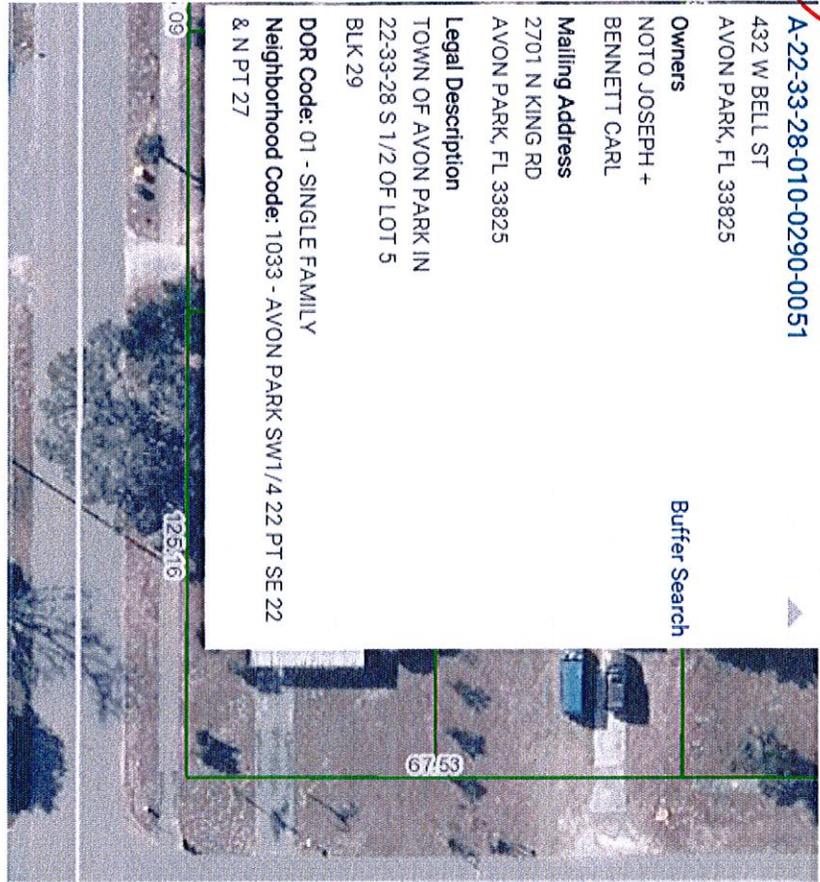
**Legal Description**

TOWN OF AVON PARK IN  
22-33-28 S 1/2 OF LOT 5  
BLK 29

DOR Code: 01 - SINGLE FAMILY

Neighborhood Code: 1033 - AVON PARK SW1/4 22 PT SE 22  
& N PT 27

Buffer Search



407 S Waldron Ave has a total due of \$21,196.38 of which \$15,760.19 is liened.

432 Bell St. Has 2 water meters for upstairs and downstairs. Apt. D has a total due of \$1,801.61 of which \$1,253.63 is liened. Apt. U has a total due of \$15,914.84 of which \$11,779.97 is liened.

Both properties have the same strap number.

Co-owner:

Carl Bennett

257-0160

Actual garbage minus fees: \$ 3702.00

Code enforcement admin fees : \$ 52.08

PREPARED: 7/01/15  
 PROGRAM UT476L  
 City of Avon Park

ACCOUNT BILLING HISTORY  
 SUMMARY  
 (12/27/07 TO 99/99/99)

PAGE: 1

CUSTOMER: 22609 NOTO, JOSEPH  
 P O BOX 845

AVON PARK FL 33826

LOCATION: 18656 407 S WALDRON AVE  
 BALANCE: 21196.38  
 CYCLE/ROUTE: 01-90  
 STATUS: A

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL AMOUNT
2/25/15	BILL	CYCLE BILL	17394.28	16.00	17410.28
2/13/15	ADJ	LATE FEE		820.97	
1/27/15	BILL	CYCLE BILL	16557.31	16.00	16573.31
1/15/15	ADJ	LATE FEE		781.12	
12/29/14	BILL	CYCLE BILL	15760.19	16.00	15776.19
12/18/14	ADJ	LATE FEE		743.16	
12/01/14	BILL	CYCLE BILL	15001.03	16.00	15017.03
11/14/14	ADJ	LATE FEE		707.01	
10/28/14	BILL	CYCLE BILL	14278.02	16.00	14294.02
10/21/14	ADJ	LATE FEE		672.58	
10/01/14	BILL	CYCLE BILL	13589.44	16.00	13605.44
9/18/14	ADJ	LATE FEE		639.79	
8/29/14	BILL	CYCLE BILL	12933.65	16.00	12949.65
8/18/14	ADJ	LATE FEE		608.56	
7/30/14	BILL	CYCLE BILL	12309.09	16.00	12325.09
7/21/14	ADJ	LATE FEE		578.82	
7/02/14	BILL	CYCLE BILL	11714.27	16.00	11730.27
6/23/14	ADJ	LATE FEE		550.50	
6/03/14	BILL	CYCLE BILL	11147.77	16.00	11163.77
5/19/14	ADJ	LATE FEE		523.52	
4/29/14	BILL	CYCLE BILL	10608.25	16.00	10624.25
4/16/14	ADJ	LATE FEE		497.83	
3/27/14	BILL	CYCLE BILL	10094.42	16.00	10110.42
3/18/14	ADJ	LATE FEE		473.36	
2/26/14	BILL	CYCLE BILL	9605.06	16.00	9621.06
2/17/14	ADJ	LATE FEE		450.06	
1/28/14	BILL	CYCLE BILL	9139.00	16.00	9155.00
1/17/14	ADJ	LATE FEE		427.87	
12/30/13	BILL	CYCLE BILL	8695.13	16.00	8711.13
12/16/13	ADJ	LATE FEE		406.73	
11/26/13	BILL	CYCLE BILL	8272.40	16.00	8288.40
11/15/13	ADJ	LATE FEE		386.60	
10/28/13	BILL	CYCLE BILL	7869.27	16.53	7885.80

407 Waldron  
 (red circles)  
 Not billed  
 Garbage fees \$3,178.10  
 Late fees \$3,178.10  
 Total \$6,356.20

liens



PREPARED: 7/01/15  
 PROGRAM UT476L  
 City of Avon Park

ACCOUNT BILLING HISTORY  
 SUMMARY  
 (12/27/07 TO 99/99/99)

PAGE: 2

CUSTOMER: 22609 NOTO, JOSEPH  
 LOCATION: 18656 407 S WALDRON AVE

*****TRANSACTION*****				PREVIOUS	CURRENT	TOTAL BILL
DATE	TYPE	DESCRIPTION	BALANCE	AMOUNT	AMOUNT	
10/16/13	ADJ	LATE FEE		367.40		
9/26/13	BILL	CYCLE BILL	7483.87	18.00	7501.87	
9/17/13	ADJ	LATE FEE		349.05		
8/28/13	BILL	CYCLE BILL	7116.82	18.00	7134.82	
8/20/13	ADJ	LATE FEE		331.57		
7/31/13	BILL	CYCLE BILL	6767.25	18.00	6785.25	
7/16/13	ADJ	LATE FEE		314.93		
6/26/13	BILL	CYCLE BILL	6434.32	18.00	6452.32	
6/18/13	ADJ	LATE FEE		299.07		
5/29/13	BILL	CYCLE BILL	6117.25	18.00	6135.25	
5/16/13	ADJ	LATE FEE		283.97		
4/26/13	BILL	CYCLE BILL	5815.28	18.00	5833.28	
4/18/13	ADJ	LATE FEE		269.59		
3/28/13	BILL	CYCLE BILL	5527.69	18.00	5545.69	
3/19/13	ADJ	LATE FEE		255.90		
2/27/13	BILL	CYCLE BILL	5253.79	18.00	5271.79	
2/18/13	ADJ	LATE FEE		242.86		
1/29/13	BILL	CYCLE BILL	4992.93	18.00	5010.93	
1/17/13	ADJ	LATE FEE		230.43		
12/28/12	BILL	CYCLE BILL	4744.50	18.00	4762.50	
12/19/12	ADJ	LATE FEE		218.60		
11/29/12	BILL	CYCLE BILL	4507.90	18.00	4525.90	
11/15/12	ADJ	LATE FEE		207.34		
10/25/12	BILL	CYCLE BILL	4282.56	18.00	4300.56	
10/16/12	ADJ	LATE FEE		196.61		
9/26/12	BILL	CYCLE BILL	4067.95	18.00	4085.95	
9/14/12	ADJ	LATE FEE		186.39		
8/27/12	BILL	CYCLE BILL	3863.56	18.00	3881.56	
8/15/12	ADJ	LATE FEE		176.65		
7/26/12	BILL	CYCLE BILL	3668.91	18.00	3686.91	
7/17/12	ADJ	LATE FEE		167.39		
6/27/12	BILL	CYCLE BILL	3483.52	18.00	3501.52	
6/15/12	ADJ	LATE FEE		158.56		
5/25/12	BILL	CYCLE BILL	3306.96	18.00	3324.96	
5/16/12	ADJ	LATE FEE		150.15		
4/26/12	BILL	CYCLE BILL	3138.81	18.00	3156.81	
4/16/12	ADJ	LATE FEE		142.14		
3/27/12	BILL	CYCLE BILL	2978.67	18.00	2996.67	
3/16/12	ADJ	LATE FEE		134.52		
2/27/12	BILL	CYCLE BILL	2826.15	18.00	2844.15	
2/15/12	ADJ	LATE FEE		127.25		
1/26/12	BILL	CYCLE BILL	2680.90	18.00	2698.90	
1/18/12	ADJ	LATE FEE		120.34		
12/28/11	BILL	CYCLE BILL	2542.56	18.00	2560.56	
12/19/11	ADJ	LATE FEE		113.75		
11/29/11	BILL	CYCLE BILL	2410.81	18.00	2428.81	
11/18/11	ADJ	LATE FEE		107.48		
10/28/11	BILL	CYCLE BILL	2284.82	18.51	2303.33	

PREPARED: 7/01/15  
 PROGRAM UT476L  
 City of Avon Park

ACCOUNT BILLING HISTORY  
 SUMMARY  
 (12/27/07 TO 99/99/99)

CUSTOMER: 22609 NOTO, JOSEPH  
 LOCATION: 18656 407 S WALDRON AVE

*****TRANSACTION*****				PREVIOUS	CURRENT	TOTAL BILL
DATE	TYPE	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	
10/18/11	ADJ	LATE FEE	2163.34	101.48	2183.34	
9/28/11	BILL	CYCLE BILL		20.00		
9/19/11	ADJ	LATE FEE	2047.65	95.69	2067.65	
8/30/11	BILL	CYCLE BILL		20.00		
8/18/11	ADJ	LATE FEE	1937.47	90.18	1957.47	
7/29/11	BILL	CYCLE BILL		20.00		
7/19/11	ADJ	LATE FEE	1832.53	84.94	1852.53	
6/29/11	BILL	CYCLE BILL		20.00		
6/20/11	ADJ	LATE FEE	1732.59	79.94	1752.59	
5/31/11	BILL	CYCLE BILL		20.00		
5/19/11	ADJ	LATE FEE	1637.41	75.18	1657.41	
4/29/11	BILL	CYCLE BILL		20.00		
4/18/11	ADJ	LATE FEE	1546.76	20.00	1566.76	
3/29/11	BILL	CYCLE BILL		20.00		
3/17/11	ADJ	LATE FEE	1460.43	66.33	1480.43	
2/17/11	BILL	CYCLE BILL		20.00		
2/17/11	ADJ	LATE FEE	1378.21	62.22	1398.21	
1/28/11	BILL	CYCLE BILL		20.00		
1/18/11	ADJ	LATE FEE	1299.91	58.30	1319.91	
12/28/10	BILL	CYCLE BILL		20.00		
12/20/10	ADJ	LATE FEE	1225.33	54.58	1245.33	
11/30/10	BILL	CYCLE BILL		20.00		
11/16/10	ADJ	LATE FEE	1154.31	51.02	1174.31	
10/27/10	BILL	CYCLE BILL		20.00		
10/14/10	ADJ	LATE FEE	1086.67	47.64	1106.67	
9/24/10	BILL	CYCLE BILL		20.00		
9/14/10	ADJ	LATE FEE	1022.25	44.42	1042.25	
8/25/10	BILL	CYCLE BILL		20.00		
8/13/10	ADJ	LATE FEE	960.90	41.35	980.90	
7/26/10	BILL	CYCLE BILL		20.00		
7/14/10	ADJ	LATE FEE	902.47	38.43	922.47	
6/24/10	BILL	CYCLE BILL		20.00		
6/15/10	ADJ	LATE FEE	846.82	35.65	866.82	
5/26/10	BILL	CYCLE BILL		20.00		
5/14/10	ADJ	LATE FEE	804.82	22.00	824.82	
4/26/10	BILL	CYCLE BILL		20.00		
4/16/10	ADJ	LATE FEE	763.82	21.00	783.82	
3/26/10	BILL	CYCLE BILL		20.00		
3/16/10	ADJ	LATE FEE	723.82	20.00	743.82	
2/24/10	BILL	CYCLE BILL		20.00		
2/12/10	ADJ	LATE FEE	684.82	19.00	704.82	
1/25/10	BILL	CYCLE BILL		20.00		
1/11/10	ADJ	LATE FEE	646.82	18.00	666.82	
12/22/09	BILL	CYCLE BILL		20.00		
12/14/09	ADJ	LATE FEE		17.00		
12/11/09	ADJ	GARAGE SALE PERMITS		2.00		
12/11/09	PMT			2.00		
11/24/09	BILL	CYCLE BILL	609.82	20.00	629.82	

PREPARED: 7/01/15  
 PROGRAM UT476L  
 City of Avon Park

ACCOUNT BILLING HISTORY  
 SUMMARY  
 (12/27/07 TO 99/99/99)

CUSTOMER: 22609 NOTO, JOSEPH  
 LOCATION: 18656 407 S WALDRON AVE

*****TRANSACTION*****				PREVIOUS	CURRENT	TOTAL
DATE	TYPE	DESCRIPTION	BALANCE	AMOUNT	AMOUNT	
11/17/09	ADJ	LATE FEE		16.00		
10/28/09	BILL	CYCLE BILL	573.82	20.00	593.82	
10/15/09	ADJ	LATE FEE		15.00		
9/25/09	BILL	CYCLE BILL	538.82	20.00	558.82	
9/16/09	ADJ	LATE FEE		14.00		
8/26/09	BILL	CYCLE BILL	504.82	20.00	524.82	
8/17/09	ADJ	LATE FEE		13.00		
7/27/09	BILL	CYCLE BILL	471.82	20.00	491.82	
7/15/09	ADJ	LATE FEE		12.00		
6/24/09	BILL	CYCLE BILL	439.82	20.00	459.82	
6/17/09	ADJ	LATE FEE		11.00		
5/27/09	BILL	CYCLE BILL	408.82	20.00	428.82	
5/15/09	ADJ	LATE FEE		10.00		
4/27/09	BILL	CYCLE BILL	378.82	20.00	398.82	
4/15/09	ADJ	LATE FEE		9.00		
3/25/09	BILL	CYCLE BILL	349.82	20.00	369.82	
3/17/09	ADJ	LATE FEE		8.00		
2/25/09	BILL	CYCLE BILL	321.82	20.00	341.82	
2/18/09	ADJ	LATE FEE		7.00		
1/29/09	BILL	CYCLE BILL	294.82	20.00	314.82	
1/15/09	ADJ	LATE FEE		6.00		
12/26/08	BILL	CYCLE BILL	268.82	20.00	288.82	
12/15/08	ADJ	LATE FEE		5.00		
11/25/08	BILL	CYCLE BILL	243.82	20.00	263.82	
11/14/08	ADJ	LATE FEE		4.00		
10/24/08	BILL	CYCLE BILL	219.82	20.00	239.82	
10/15/08	ADJ	LATE FEE		3.00		
9/25/08	BILL	CYCLE BILL	196.82	20.00	216.82	
9/16/08	ADJ	LATE FEE		2.00		
8/27/08	BILL	CYCLE BILL	174.82	20.00	194.82	
8/14/08	ADJ	LATE FEE		1.00		
7/25/08	BILL	CYCLE BILL	153.82	20.00	173.82	
6/26/08	BILL	CYCLE BILL	133.82	20.00	153.82	
5/29/08	BILL	CYCLE BILL	113.82	20.00	133.82	
4/24/08	BILL	CYCLE BILL	93.82	20.00	113.82	
3/27/08	BILL	CYCLE BILL	73.82	20.00	93.82	
2/26/08	BILL	CYCLE BILL	53.82	20.00	73.82	
1/24/08	BILL	CYCLE BILL	.00	53.82	53.82	
1/18/08	PMT			54.62-	54.62-	
12/27/07	BILL	CYCLE BILL	.00	54.62	54.62	

TOTALS BY CATEGORY

TOTAL PAYMENTS . . . . .	56.62-
GB Adjustments . . . . .	.00
SW Adjustments . . . . .	.00

CUSTOMER: 22609 NOTO, JOSEPH  
 LOCATION: 18656 407 S WALDRON AVE

TOTALS BY CATEGORY

WA Adjustments . . . . .	19497.21
Other Adjustments . . . . .	19497.21
TOTAL ADJUSTMENTS . . . . .	19497.21
GB Charges . . . . .	1687.35
Tax Charges . . . . .	1.94
SW Charges . . . . .	47.20
WA Charges . . . . .	19.30
TOTAL CHARGES . . . . .	1755.79
TOTAL TRANSFER BALANCE FROM . . . . .	.00
TOTAL TRANSFER BALANCE TO . . . . .	.00

CONSUMPTION PARAMETERS FOR WATER

EXCEPTION REPORT FLAG . . . . .	:	.00
CONSUMPTION ESTIMATE . . . . .	:	.00
DEMAND CONSUMPTION ESTIMATE . . . . .	:	.11
AVERAGE CONSUMPTION . . . . .	:	.00
AVERAGE DEMAND CONSUMPTION . . . . .	:	611.00
TOTAL CONSUMPTION . . . . .	:	.00
TOTAL DEMAND CONSUMPTION . . . . .	:	.00
TOTAL READING DAYS . . . . .	:	5449





### Display Utility Lien Information

**Customer ID:** 22609 NOTO, JOSEPH  
**Location ID:** 18656 407 S WALDRON AVE

Lien Information	
<b>Account balance:</b>	21,196.38
<b>Lien number:</b>	930
<b>Lien type:</b>	GARB GARBAGE LIEN
<b>Lien open date:</b>	3/12/15
<b>Lien close date:</b>	
<b>Lien amount:</b>	12,934.04
<b>Lien balance remaining:</b>	12,934.04

Billed	Service Type	Component	Description	Original Charge	Amount Liened	Amount Remaining
12/02/14	LF		LATE FEE	743.16	743.16	743.16
12/02/14	GB	GARB	GARBAGE RESIDENTIAL	16.00	16.00	16.00
10/29/14	LF		LATE FEE	707.01	707.01	707.01
10/29/14	GB	GARB	GARBAGE RESIDENTIAL	16.00	16.00	16.00
10/03/14	LF		LATE FEE	672.58	672.58	672.58

- OK
- Exit
- Cancel



### Display Utility Lien Information

**Customer ID:** 22609 NOTO, JOSEPH  
**Location ID:** 18656 407 S WALDRON AVE

Lien Information	
<b>Account balance:</b>	21,196.38
<b>Lien number:</b>	810
<b>Lien type:</b>	*****
<b>Lien open date:</b>	4/13/12
<b>Lien close date:</b>	
<b>Lien amount:</b>	1,188.74
<b>Lien balance remaining:</b>	1,188.74

Billed	Service Type	Component	Description	Original Charge	Amount Liened	Amount Remaining
1/27/12	LF		LATE FEE	127.25	127.25	127.25
1/27/12	GB	GARB	GARBAGE RESIDENTIAL	18.00	18.00	18.00
12/29/11	LF		LATE FEE	120.34	120.34	120.34
12/29/11	GB	GARB	GARBAGE RESIDENTIAL	18.00	18.00	18.00
11/30/11	LF		LATE FEE	113.75	113.75	113.75

- OK
- Exit
- Cancel



### Display Utility Lien Information

**Customer ID:** 22609 NOTO, JOSEPH  
**Location ID:** 18656 407 S WALDRON AVE

Lien Information	
<b>Account balance:</b>	21,196.38
<b>Lien number:</b>	655
<b>Lien type:</b>	GARB GARBAGE LIEN
<b>Lien open date:</b>	6/09/11
<b>Lien close date:</b>	
<b>Lien amount:</b>	676.51
<b>Lien balance remaining:</b>	676.51

Billed	Service Type	Component	Description	Original Charge	Amount Liened	Amount Remaining
3/30/11	LF		LATE FEE	70.65	70.65	70.65
3/30/11	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
2/28/11	LF		LATE FEE	66.33	66.33	66.33
2/28/11	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
1/31/11	LF		LATE FEE	62.22	62.22	62.22

- OK
- Exit
- Cancel



### Display Utility Lien Information

**Customer ID:** 22609 NOTO, JOSEPH  
**Location ID:** 18656 407 S WALDRON AVE

Lien Information	
<b>Account balance:</b>	21,196.38
<b>Lien number:</b>	524
<b>Lien type:</b>	UTLI UTILITIES LIEN
<b>Lien open date:</b>	8/27/10
<b>Lien close date:</b>	
<b>Lien amount:</b>	480.90
<b>Lien balance remaining:</b>	480.90

Billed	Service Type	Component	Description	Original Charge	Amount Liened	Amount Remaining
6/25/10	LF		LATE FEE	38.43	38.43	38.43
6/25/10	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
5/27/10	LF		LATE FEE	35.65	35.65	35.65
5/27/10	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
4/27/10	LF		LATE FEE	22.00	22.00	22.00

- OK
- Exit
- Cancel



### Display Utility Lien Information

**Customer ID:** 22609 NOTO, JOSEPH  
**Location ID:** 18656 407 S WALDRON AVE

Lien Information		
<b>Account balance:</b>	21,196.38	
<b>Lien number:</b>	410	
<b>Lien type:</b>	GARB	GARBAGE LIEN
<b>Lien open date:</b>	3/12/10	
<b>Lien close date:</b>		
<b>Lien amount:</b>	200.00	
<b>Lien balance remaining:</b>	200.00	

Billed	Service Type	Component	Description	Original Charge	Amount Liened	Amount Remaining
12/23/09	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
11/25/09	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
10/29/09	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
9/28/09	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
8/27/09	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00

- OK
- Exit
- Cancel



### Display Utility Lien Information

**Customer ID:** 22609 NOTO, JOSEPH  
**Location ID:** 18656 407 S WALDRON AVE

Lien Information	
<b>Account balance:</b>	21,196.38
<b>Lien number:</b>	355
<b>Lien type:</b>	GARB GARBAGE LIEN
<b>Lien open date:</b>	5/27/09
<b>Lien close date:</b>	
<b>Lien amount:</b>	280.00
<b>Lien balance remaining:</b>	280.00

Billed	Service Type	Component	Description	Original Charge	Amount Liened	Amount Remaining
2/26/09	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
1/30/09	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
12/29/08	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
11/26/08	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
10/27/08	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00

- OK
- Exit
- Cancel



PREPARED: 7/01/15  
 PROGRAM UT476L  
 City of Avon Park

ACCOUNT BILLING HISTORY  
 SUMMARY  
 ( 2/25/09 TO 99/99/99)

CUSTOMER: 22609 NOTO, JOSEPH  
 LOCATION: 18652 432 W BELL ST U

*****TRANSACTION*****					
DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL AMOUNT
10/16/13	ADJ	LATE FEE		275.37	
9/26/13	BILL	CYCLE BILL	5489.48	18.00	5507.48
9/17/13	ADJ	LATE FEE		261.40	
8/28/13	BILL	CYCLE BILL	5210.08	18.00	5228.08
8/20/13	ADJ	LATE FEE		248.10	
7/31/13	BILL	CYCLE BILL	4943.98	18.00	4961.98
7/16/13	ADJ	LATE FEE		235.43	
6/26/13	BILL	CYCLE BILL	4690.55	18.00	4708.55
6/18/13	ADJ	LATE FEE		223.36	
5/29/13	BILL	CYCLE BILL	4449.19	18.00	4467.19
5/16/13	ADJ	LATE FEE		211.87	
4/26/13	BILL	CYCLE BILL	4219.32	18.00	4237.32
4/18/13	ADJ	LATE FEE		200.92	
3/28/13	BILL	CYCLE BILL	4000.40	18.00	4018.40
3/19/13	ADJ	LATE FEE		190.50	
2/27/13	BILL	CYCLE BILL	3791.90	18.00	3809.90
2/18/13	ADJ	LATE FEE		180.57	
1/29/13	BILL	CYCLE BILL	3593.33	18.00	3611.33
1/17/13	ADJ	LATE FEE		171.11	
12/28/12	BILL	CYCLE BILL	3404.22	18.00	3422.22
12/19/12	ADJ	LATE FEE		162.11	
11/29/12	BILL	CYCLE BILL	3224.11	18.00	3242.11
11/15/12	ADJ	LATE FEE		153.53	
10/25/12	BILL	CYCLE BILL	3052.58	18.00	3070.58
10/16/12	ADJ	LATE FEE		145.36	
9/26/12	BILL	CYCLE BILL	2889.22	18.00	2907.22
9/14/12	ADJ	LATE FEE		137.58	
8/27/12	BILL	CYCLE BILL	2733.64	18.00	2751.64
8/15/12	ADJ	LATE FEE		130.17	
7/26/12	BILL	CYCLE BILL	2585.47	18.00	2603.47
7/17/12	ADJ	LATE FEE		123.12	
6/27/12	BILL	CYCLE BILL	2444.35	18.00	2462.35
6/15/12	ADJ	LATE FEE		116.40	
5/25/12	BILL	CYCLE BILL	2309.95	18.00	2327.95
5/16/12	ADJ	LATE FEE		110.00	
4/26/12	BILL	CYCLE BILL	2181.95	18.00	2199.95
4/16/12	ADJ	LATE FEE		103.90	
3/27/12	BILL	CYCLE BILL	2060.05	18.00	2078.05
3/16/12	ADJ	LATE FEE		98.10	
2/27/12	BILL	CYCLE BILL	1943.95	18.00	1961.95
2/15/12	ADJ	LATE FEE		92.57	
1/26/12	BILL	CYCLE BILL	1833.38	18.00	1851.38
1/18/12	ADJ	LATE FEE		87.30	
12/28/11	BILL	CYCLE BILL	1728.08	18.00	1746.08
12/19/11	ADJ	LATE FEE		82.29	
11/29/11	BILL	CYCLE BILL	1627.79	18.00	1645.79
11/18/11	ADJ	LATE FEE		77.51	
10/28/11	BILL	CYCLE BILL	1531.77	18.51	1550.28

CUSTOMER: 22609 NOTO, JOSEPH  
 LOCATION: 18652 432 W BELL ST U

*****TRANSACTION*****				PREVIOUS	CURRENT	TOTAL BILL
DATE	TYPE	DESCRIPTION	BALANCE	AMOUNT	AMOUNT	
10/18/11	ADJ	LATE FEE		72.94		
9/28/11	BILL	CYCLE BILL	1438.83	20.00	1458.83	
9/27/11	TRFB	TRANSFER		20.00		
9/19/11	ADJ	LATE FEE		67.56		
8/30/11	BILL	CYCLE BILL	1331.27	20.00	1351.27	
8/18/11	ADJ	LATE FEE		63.39		
7/29/11	BILL	CYCLE BILL	1247.88	20.00	1267.88	
7/19/11	ADJ	LATE FEE		59.42		
6/29/11	BILL	CYCLE BILL	1168.46	20.00	1188.46	
6/20/11	ADJ	LATE FEE		55.64		
5/31/11	BILL	CYCLE BILL	1092.82	20.00	1112.82	
5/19/11	ADJ	LATE FEE		52.04		
4/29/11	BILL	CYCLE BILL	1020.78	20.00	1040.78	
4/18/11	ADJ	LATE FEE		48.61		
3/29/11	BILL	CYCLE BILL	952.17	20.00	972.17	
3/17/11	ADJ	LATE FEE		45.34		
2/25/11	BILL	CYCLE BILL	886.83	20.00	906.83	
2/17/11	ADJ	LATE FEE		42.23		
1/28/11	BILL	CYCLE BILL	824.60	20.00	844.60	
1/18/11	ADJ	LATE FEE		39.27		
12/28/10	BILL	CYCLE BILL	765.33	20.00	785.33	
12/20/10	ADJ	LATE FEE		36.44		
11/30/10	BILL	CYCLE BILL	708.89	20.00	728.89	
11/16/10	ADJ	LATE FEE		33.76		
10/27/10	BILL	CYCLE BILL	655.13	20.00	675.13	
10/14/10	ADJ	LATE FEE		31.20		
9/24/10	BILL	CYCLE BILL	603.93	20.00	623.93	
9/14/10	ADJ	LATE FEE		28.76		
8/25/10	BILL	CYCLE BILL	555.17	20.00	575.17	
8/13/10	ADJ	LATE FEE		26.44		
7/26/10	BILL	CYCLE BILL	508.73	20.00	528.73	
7/14/10	ADJ	LATE FEE		24.23		
6/24/10	BILL	CYCLE BILL	464.50	20.00	484.50	
6/15/10	ADJ	LATE FEE		22.12		
5/26/10	BILL	CYCLE BILL	422.38	20.00	442.38	
5/14/10	ADJ	LATE FEE		15.07		
4/26/10	BILL	CYCLE BILL	387.31	20.00	407.31	
4/16/10	ADJ	LATE FEE		14.07		
3/26/10	BILL	CYCLE BILL	353.24	20.00	373.24	
3/16/10	ADJ	LATE FEE		13.07		
2/24/10	BILL	CYCLE BILL	320.17	20.00	340.17	
2/12/10	ADJ	LATE FEE		12.07		
1/25/10	BILL	CYCLE BILL	288.10	20.00	308.10	
1/11/10	ADJ	LATE FEE		11.07		
12/22/09	BILL	CYCLE BILL	257.03	20.00	277.03	
12/14/09	ADJ	LATE FEE		10.07		
11/24/09	BILL	CYCLE BILL	226.96	20.00	246.96	
11/17/09	ADJ	LATE FEE		9.07		

PREPARED: 7/01/15  
 PROGRAM UT476L  
 City of Avon Park

ACCOUNT BILLING HISTORY  
 SUMMARY  
 ( 2/25/09 TO 99/99/99)

PAGE: 4

CUSTOMER: 22609 NOTO, JOSEPH  
 LOCATION: 18652 432 W BELL ST U

*****TRANSACTION*****				PREVIOUS	CURRENT	TOTAL BILL
DATE	TYPE	DESCRIPTION	BALANCE	AMOUNT	AMOUNT	
10/28/09	BILL	CYCLE BILL	197.89	20.00	217.89	
10/15/09	ADJ	LATE FEE		8.07		
9/25/09	BILL	CYCLE BILL	169.82	20.00	189.82	
9/16/09	ADJ	LATE FEE		7.07		
8/26/09	BILL	CYCLE BILL	142.75	20.00	162.75	
8/17/09	ADJ	LATE FEE		6.07		
7/27/09	BILL	CYCLE BILL	116.68	20.00	136.68	
7/15/09	ADJ	LATE FEE		5.07		
6/24/09	BILL	CYCLE BILL	91.61	20.00	111.61	
6/17/09	ADJ	LATE FEE		4.07		
5/27/09	BILL	CYCLE BILL	67.54	20.00	87.54	
5/15/09	ADJ	LATE FEE		3.07		
4/27/09	BILL	CYCLE BILL	44.47	20.00	64.47	
4/15/09	ADJ	LATE FEE		2.07		
3/25/09	BILL	CYCLE BILL	22.40	20.00	42.40	
3/17/09	ADJ	LATE FEE		1.07		
2/25/09	BILL	CYCLE BILL	.00	21.33	21.33	

TOTALS BY CATEGORY

TOTAL PAYMENTS . . . . .	.00
GB Adjustments . . . . .	.00
Other Adjustments . . . . .	14486.16
TOTAL ADJUSTMENTS . . . . .	14486.16
GB Charges . . . . .	1408.68
TOTAL CHARGES . . . . .	1408.68
TOTAL TRANSFER BALANCE FROM . . . . .	.00
TOTAL TRANSFER BALANCE TO . . . . .	20.00

PREPARED: 7/01/15  
 PROGRAM UT476L  
 City of Avon Park

ACCOUNT BILLING HISTORY  
 SUMMARY  
 ( 3/12/15 TO 7/01/15)

PAGE: 1

CUSTOMER: 22609 NOTO, JOSEPH  
 P O BOX 845

AVON PARK FL 32926

LOCATION: 18652 432 W BELL ST U  
 BALANCE: 15914.84  
 CYCLE/ROUTE: 01-90  
 STATUS: A

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL AMOUNT
6/29/15	BILL	CYCLE BILL	15899.84	15.00	15914.84
6/16/15	ADJ	LATE FEE		757.14	
5/28/15	BILL	CYCLE BILL	15127.39	15.31	15142.70
5/18/15	ADJ	LATE FEE		720.35	
4/29/15	BILL	CYCLE BILL	14591.04	16.00	14407.04
4/15/15	ADJ	LATE FEE		685.29	
3/27/15	BILL	CYCLE BILL	13689.75	16.00	13705.75
3/16/15	ADJ	LATE FEE		651.89	

TOTALS BY CATEGORY

TOTAL PAYMENTS . . . . . : .00  
 GB Adjustments . . . . . : .00  
 Other Adjustments . . . . . : 2814.67  
 TOTAL ADJUSTMENTS . . . . . : 2814.67  
 GB Charges . . . . . : 62.31  
 TOTAL CHARGES . . . . . : 62.31  
 TOTAL TRANSFER BALANCE FROM . . . . . : .00  
 TOTAL TRANSFER BALANCE TO . . . . . : .00



### Display Utility Lien Information

**Customer ID:** 22609 NOTO, JOSEPH  
**Location ID:** 18652 432 W BELL ST U

Lien Information	
<b>Account balance:</b>	15,914.84
<b>Lien number:</b>	656
<b>Lien type:</b>	GARB GARBAGE LIEN
<b>Lien open date:</b>	6/09/11
<b>Lien close date:</b>	
<b>Lien amount:</b>	1,020.78
<b>Lien balance remaining:</b>	1,020.78

Billed	Service Type	Component	Description	Original Charge	Amount Liened	Amount Remaining
3/30/11	LF		LATE FEE	48.61	48.61	48.61
3/30/11	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
2/28/11	LF		LATE FEE	45.34	45.34	45.34
2/28/11	GB	GARB	GARBAGE RESIDENTIAL	20.00	20.00	20.00
1/31/11	LF		LATE FEE	42.23	42.23	42.23

OK

Exit

Cancel



### Display Utility Lien Information

**Customer ID:** 22609 NOTO, JOSEPH  
**Location ID:** 18652 432 W BELL ST U

Lien Information	
<b>Account balance:</b>	15,914.84
<b>Lien number:</b>	929
<b>Lien type:</b>	GARB GARBAGE LIEN
<b>Lien open date:</b>	3/12/15
<b>Lien close date:</b>	
<b>Lien amount:</b>	10,759.19
<b>Lien balance remaining:</b>	10,759.19

Billed	Service Type	Component	Description	Original Charge	Amount Liened	Amount Remaining
12/02/14	LF		LATE FEE	560.95	560.95	560.95
12/02/14	GB	GARB	GARBAGE RESIDENTIAL	16.00	16.00	16.00
10/29/14	LF		LATE FEE	533.48	533.48	533.48
10/29/14	GB	GARB	GARBAGE RESIDENTIAL	16.00	16.00	16.00
10/03/14	LF		LATE FEE	507.31	507.31	507.31

OK

Exit

Cancel

PREPARED: 7/01/15  
 PROGRAM UT476L  
 City of Avon Park

ACCOUNT BILLING HISTORY  
 SUMMARY  
 ( 3/12/15 TO 7/01/15)

PAGE: 1

CUSTOMER: 22609 NOTO, JOSEPH  
 P O BOX 845

AVON PARK FL 33826

LOCATION: 18650  
 BALANCE: 1801.61  
 CYCLE/ROUTE: 01-90  
 STATUS: A

432 W BELL ST D

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL AMOUNT
6/29/15	BILL	CYCLE BILL	1786.61	15.00	1801.61
6/16/15	ADJ	LATE FEE		85.08	
5/28/15	BILL	CYCLE BILL	1686.22	15.31	1701.53
5/18/15	ADJ	LATE FEE		80.30	
4/29/15	BILL	CYCLE BILL	1589.92	16.00	1605.92
4/15/15	ADJ	LATE FEE		75.71	
3/27/15	BILL	CYCLE BILL	1498.21	16.00	1514.21
3/16/15	ADJ	LATE FEE		71.34	

TOTALS BY CATEGORY

TOTAL PAYMENTS	.00
GB Adjustments	.00
Other Adjustments	312.43
TOTAL ADJUSTMENTS	312.43
GB Charges	62.31
TOTAL CHARGES	62.31
TOTAL TRANSFER BALANCE FROM	.00
TOTAL TRANSFER BALANCE TO	.00

Everything before 3/12/15 has been billed.  
 Garbage chgs 3/16/15 -  
 Late Fees " "  
 since 3/15

432 Bell (yellow circled)  
 Apt + D

$$\begin{array}{r}
 \$62.31 \\
 \$312.43 \\
 \hline
 \$374.74
 \end{array}$$

PREPARED: 7/01/15  
 PROGRAM UT476L  
 City of Avon Park

ACCOUNT BILLING HISTORY  
 SUMMARY  
 ( 1/28/09 TO 99/99/99)

PAGE: 1

CUSTOMER: 22609 NOTO, JOSEPH  
 P O BOX 845

AVON PARK FL 33826

LOCATION: 18650 432 W BELL ST D  
 BALANCE: 1801.61  
 CYCLE/ROUTE: 01-90  
 STATUS: A

*****TRANSACTION*****					
DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL AMOUNT
6/29/15	BILL	CYCLE BILL	1786.61	15.00	1801.61
6/16/15	ADJ	LATE FEE		85.08	
5/28/15	BILL	CYCLE BILL	1686.22	15.31	1701.53
5/18/15	ADJ	LATE FEE		80.30	
4/29/15	BILL	CYCLE BILL	1589.92	16.00	1605.92
4/15/15	ADJ	LATE FEE		75.71	
3/27/15	BILL	CYCLE BILL	1498.21	16.00	1514.21
3/16/15	ADJ	LATE FEE		71.34	
2/25/15	BILL	CYCLE BILL	1410.87	16.00	1426.87
2/13/15	ADJ	LATE FEE		67.18	
1/29/15	TRFB	TRANSFER		108.38	
		TO			
1/27/15	BILL	CYCLE BILL	1219.31	16.00	1235.31
1/15/15	ADJ	LATE FEE		58.06	
12/29/14	BILL	CYCLE BILL	1145.25	16.00	1161.25
12/18/14	ADJ	LATE FEE		54.54	
12/01/14	BILL	CYCLE BILL	1074.71	16.00	1090.71
11/14/14	ADJ	LATE FEE		51.18	
10/28/14	BILL	CYCLE BILL	1007.53	16.00	1023.53
10/21/14	ADJ	LATE FEE		47.98	
10/01/14	BILL	CYCLE BILL	943.55	16.00	959.55
9/18/14	ADJ	LATE FEE		44.93	
8/29/14	BILL	CYCLE BILL	882.62	16.00	898.62
8/18/14	ADJ	LATE FEE		42.03	
7/30/14	BILL	CYCLE BILL	824.59	16.00	840.59
7/21/14	ADJ	LATE FEE		39.27	
7/02/14	BILL	CYCLE BILL	769.32	16.00	785.32
6/23/14	ADJ	LATE FEE		36.63	
6/03/14	BILL	CYCLE BILL	716.69	16.00	732.69
5/19/14	ADJ	LATE FEE		34.13	
4/29/14	BILL	CYCLE BILL	666.56	16.00	682.56
4/16/14	ADJ	LATE FEE		31.74	
3/27/14	BILL	CYCLE BILL	618.82	16.00	634.82
3/18/14	ADJ	LATE FEE		29.47	
2/26/14	BILL	CYCLE BILL	573.35	16.00	589.35
2/17/14	ADJ	LATE FEE		27.30	
1/28/14	BILL	CYCLE BILL	530.05	16.00	546.05
1/17/14	ADJ	LATE FEE		25.24	
12/30/13	BILL	CYCLE BILL	488.81	16.00	504.81
12/16/13	ADJ	LATE FEE		23.28	
11/26/13	BILL	CYCLE BILL	449.53	16.00	465.53
11/15/13	ADJ	LATE FEE		21.41	

PREPARED: 7/01/15  
 PROGRAM UT476L  
 City of Avon Park

ACCOUNT BILLING HISTORY  
 SUMMARY  
 ( 1/28/09 TO 99/99/99)

CUSTOMER: 22609 NOTO, JOSEPH  
 LOCATION: 18650 432 W BELL ST D

*****TRANSACTION*****				PREVIOUS	CURRENT	TOTAL
DATE	TYPE	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	
10/28/13	BILL	CYCLE BILL	411.59	16.53	428.12	
10/16/13	ADJ	LATE FEE		19.60		
9/26/13	BILL	CYCLE BILL	373.99	18.00	391.99	
9/17/13	ADJ	LATE FEE		17.81		
8/28/13	BILL	CYCLE BILL	338.18	18.00	356.18	
8/20/13	ADJ	LATE FEE		16.10		
7/31/13	BILL	CYCLE BILL	304.08	18.00	322.08	
7/16/13	ADJ	LATE FEE		14.48		
6/26/13	BILL	CYCLE BILL	271.60	18.00	289.60	
6/18/13	ADJ	LATE FEE		12.93		
5/29/13	BILL	CYCLE BILL	240.67	18.00	258.67	
5/16/13	ADJ	LATE FEE		11.46		
4/26/13	BILL	CYCLE BILL	211.21	18.00	229.21	
4/18/13	ADJ	LATE FEE		10.06		
3/28/13	BILL	CYCLE BILL	183.15	18.00	201.15	
3/19/13	ADJ	LATE FEE		8.72		
2/27/13	BILL	CYCLE BILL	156.43	18.00	174.43	
2/18/13	ADJ	LATE FEE		7.45		
1/29/13	BILL	CYCLE BILL	130.98	18.00	148.98	
1/17/13	ADJ	LATE FEE		6.24		
12/28/12	BILL	CYCLE BILL	106.74	18.00	124.74	
12/19/12	ADJ	LATE FEE		5.08		
11/29/12	BILL	CYCLE BILL	83.66	18.00	101.66	
11/15/12	ADJ	LATE FEE		3.98		
10/25/12	BILL	CYCLE BILL	61.68	18.00	79.68	
10/16/12	ADJ	LATE FEE		2.94		
9/26/12	BILL	CYCLE BILL	40.74	18.00	58.74	
9/14/12	ADJ	LATE FEE		1.94		
8/27/12	BILL	CYCLE BILL	20.80	18.00	38.80	
8/15/12	ADJ	LATE FEE		1.00		
7/26/12	BILL	CYCLE BILL	.00	19.80	19.80	
9/27/11	TRFB	TRANSFER		20.00-		
1/28/09	BILL	FINAL BILL	.00	20.00	20.00	

TOTALS BY CATEGORY

TOTAL PAYMENTS . . . . .	: .00
GB Adjustments . . . . .	: .00
Other Adjustments . . . . .	: 1086.59
TOTAL ADJUSTMENTS . . . . .	: 1086.59
GB Charges . . . . .	: 626.64
TOTAL CHARGES . . . . .	: 626.64
TOTAL TRANSFER BALANCE FROM . . . . .	: 20.00-

PREPARED: 7/01/15  
PROGRAM UT476L  
City of Avon Park

ACCOUNT BILLING HISTORY  
SUMMARY

PAGE: 3

{ 1/28/09 TO 99/99/99 }

CUSTOMER: 22609 NOTO, JOSEPH  
LOCATION: 18650 432 W BELL ST D

TOTALS BY CATEGORY

TOTAL TRANSFER BALANCE TO . . . : 108.38



### Display Utility Lien Information

**Customer ID:** 22609 NOTO, JOSEPH  
**Location ID:** 18650 432 W BELL ST D

Lien Information	
<b>Account balance:</b>	1,801.61
<b>Lien number:</b>	932
<b>Lien type:</b>	GARB GARBAGE LIEN
<b>Lien open date:</b>	3/12/15
<b>Lien close date:</b>	
<b>Lien amount:</b>	1,253.63
<b>Lien balance remaining:</b>	1,253.63

Billed	Service Type	Component	Description	Original Charge	Amount Liened	Amount Remaining
12/02/14	LF		LATE FEE	54.54	54.54	54.54
12/02/14	GB	GARB	GARBAGE RESIDENTIAL	16.00	16.00	16.00
10/29/14	LF		LATE FEE	51.18	51.18	51.18
10/29/14	GB	GARB	GARBAGE RESIDENTIAL	16.00	16.00	16.00
10/03/14	LF		LATE FEE	47.98	47.98	47.98

- OK
- Exit
- Cancel

C-7

**CITY COUNCIL SPECIAL MEETING MINUTES**  
**Council Chambers – 123 E. Pine St., Avon Park, FL**  
**July 13, 2015**  
**5:00 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, 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 5:00 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**

**CONSENT AGENDA**

**Approve Regular Meeting Minutes, June 22, 2015 2015.**

City Manager Julian Deleon presented the consent agenda.

**Motion** by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve consent agenda as presented. Motion passed unanimously.

**COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATION:**

Brickell Building Layout was presented to the Council.

**ADMINISTRATIVE:**

**Resolution 15-13 Adopt Local Mitigation Strategy (LMS)**

Resolution 15-13 was read into the record by Attorney Gerald Buhr.

**Motion** made by Councilman Garrett Anderson, Seconded by Deputy Mayor Brenda Giles, to approve Resolution 15-13 as presented. Motion passed unanimously.

**Budget Review FOR FY 15-16:**

Budget was discussed. CM Budget was discussed.

**Motion** made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to increase pay for City Manager Julian DeLeon to \$125,000.00 per year. Motion passed 4 to 1 with Councilman Garrett Anderson voting no.

**Final Fire Rescue Assessment Rate Resolution 15-16**

**Public Hearing on Resolution 15-16**

**Motion** by Councilman Garrett Anderson, Seconded by Deputy Mayor Brenda Giles to continue Fire Assessment to August 24, 2015. Motion passed unanimously.

Budget Meeting was resumed at 7:30 P M.

There was further discussion regarding the budget, noting two (2) more public hearings on the budget will be held before it will be approved.

Meeting adjourned at 7:44 PM

Attest

---

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

D-8

**Settlement Agreement**

This agreement (the "Agreement") is made this \_\_\_ day of July, 2015, between the CITY OF AVON PARK, FLORIDA, a Florida municipality of 110 East Main Street, Avon Park, Florida, 33825 (the "City"), and AG Flying Service, Inc., an Alabama corporation ("Agflier").

**SECTION ONE.  
STATEMENT OF THE DISPUTE**

The City and Agflier have a dispute regarding prior fuel and hazardous substance contamination on a certain portion of the Avon Park Airport (the "Site"). The City contends that Agflier created all contamination at the Site, and the City has completed remediation of the Site with a reservation of all rights of indemnification against Agflier, The City has demanded that Agflier pay the full cost of the remediation. Agflier disputes whether it created all the contamination and disputes the accuracy of the remediation costs. The City and Agflier (the "Parties"), each being represented by counsel, and wishing to avoid litigation, agree to settle this dispute on the terms contained in this Agreement.

**SECTION TWO.  
SETTLEMENT TERMS**

Agflier agrees to pay the City a one-time lump sum payment of forty thousand dollars (\$40,000) paid in full, in immediately available funds at execution of this Agreement.

**SECTION THREE.  
ENTIRE AGREEMENT/RELEASES**

**3.1** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for in this agreement.

**3.2** The Parties each agree to remise, release, acquit, satisfy, and forever discharge the other party and its heirs, personal representatives, successors, assigns, employees, agents and attorneys of and from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, attorneys' fees, expenses, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands, in law or in equity, which the releasing party ever had, now has, or may have, or which any personal representative, successor, heir or assign of the releasing party, subsequently can, shall or may have, against the released party or its heirs, personal representatives, successors, assigns, employees, agents or attorneys, for, on or by reason of Agflier's use, occupation, and alleged contamination of the City Airport site ("Airport Property" shown in Exhibit "A") previously occupied by Agflier, from the beginning of time to the date of this release.

**SECTION FOUR.  
BINDING EFFECT**

This agreement binds and inures to the benefit of the parties and their respective successors.

**SECTION FIVE.  
AMENDMENT**

This agreement may not be amended, altered, or modified except by an instrument in writing executed by the parties.

**SECTION SIX.  
SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be construed as a waiver of the City's protections under sovereign immunity, including without limitation, the protections under § 768.28 FS.

**SECTION SEVEN.  
SEVERABILITY**

If any part of any provision of this agreement or any other agreement, document, or writing given pursuant to or in connection with this agreement is invalid or unenforceable under applicable law, that part is ineffective to the extent of that invalidity or unenforceability only, without in any way affecting the remaining parts of that provision or the remaining provisions of this agreement.

**SECTION EIGHT.  
GOVERNING LAW**

This agreement governs the rights and obligations of the parties, and any claim or dispute relating to this agreement will be governed by and construed in accordance with the laws of The State of Florida. Proper venue for any action related to this Agreement shall be state court in Highlands County, Florida. Agflier and the City waive any right to trial by jury, and Agflier additionally waives any right to federal jurisdiction or venue based on diversity.

**SECTION NINE.  
CONSTRUCTION**

Each party and its counsel has reviewed and revised (or requested revisions of) this Agreement, and the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be applicable in the construction and interpretation of this Agreement. The parties acknowledge that all of the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its own interest.

**SECTION TEN.  
ATTORNEY FEES AND COSTS**

If either party takes legal action to enforce the terms or conditions of this Agreement, the prevailing party will be entitled to an award of all fees and costs of the action, including reasonable attorneys' and paralegals' fees, including appeals.

**SECTION ELEVEN  
COUNTERPARTS AND FACSIMILE**

This Agreement may be signed in counterparts, and each counterpart bearing an original signature shall be considered one document with all others bearing original signature. Also, facsimile transmission of any signed original document and re-transmission of any signed facsimile transmission shall be the same as delivery of an original.

**SECTION TWELVE  
AUTHORITY**

Agflier represents and warrants to the City that Agflier is a corporation, duly organized under the laws of Alabama and authorized to do business in Florida, and that Agflier has the lawful right, power, authority, and capacity to enter into this Agreement and to carry out the terms, provisions, and conditions hereof.

**AGFLIER**

**Witnesses:**

**AG FLYING SERVICE INC.**, an Alabama corporation

\_\_\_\_\_  
Printed name: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry L. Wise, President

\_\_\_\_\_  
Printed name: \_\_\_\_\_

**CITY**

**ATTESTED:**

**CITY OF AVON PARK, FLORIDA**

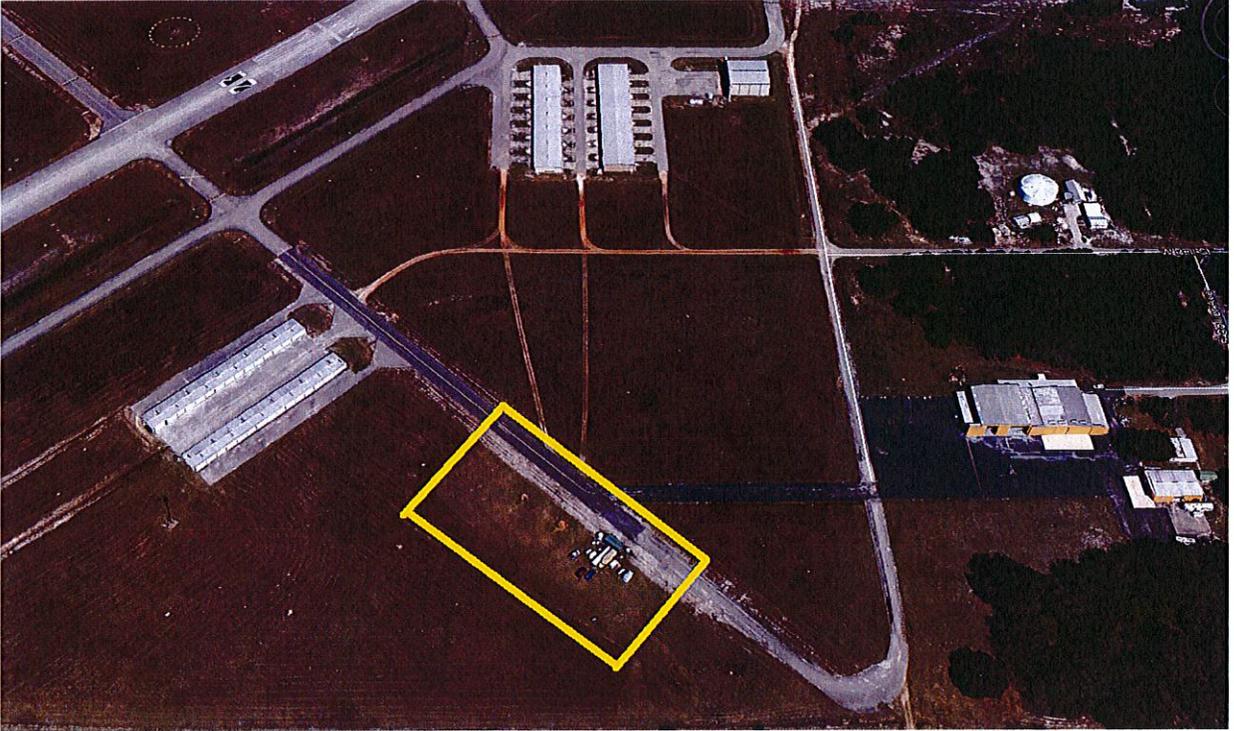
\_\_\_\_\_  
Maria Sutherland, City Clerk

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

**APPROVED AS TO FORM AND  
CONTENT:**

\_\_\_\_\_  
Gerald T. Buhr, City Attorney

**EXHIBIT A**  
**AIRPORT PROPERTY**



Agenda Item Summary

E-13

**Subject:** Purchase of new 110 hp tractor

**Item No.**

**Placed on Agenda by:** City Manager

**Total Amount of Project:** \$55,900

403-0451-534.64-00	GARBAGE/SOLID WASTE DISP. / MACHINERY & EQUIPMENT	20,000
401-0801-536.64-00	WATER/SEWER COM SVCS / MACHINERY & EQUIPMENT	15,000
001-0501-541.64-00	STREET DEPARTMENT / MACHINERY & EQUIPMENT	20,900

**Staff Review:**

**Attorney Review:**

**Recommended Motion(s):**

Motion to authorize the purchase a new Case tractor from Glade and Grove Tractor supply for \$55,900.

**Background:** The City's tractors were previously used to run a bush hog. Based on the amount of acreage currently mowed at the airport, landfill, and wastewater plant, we need to operate a batwing mower.

The City's two tractors are under-powered. Staff is recommending the purchase of a new 110 hp Case tractor.

Kubota New \$52,000 A/C cab

Case Used \$44,540 572 hours

Case New \$55,900 (Business inside City limits Avon Park business)

John Deere New \$56,889

E-15

**RESOLUTION 15-14**

A RESOLUTION OF THE CITY COUNCIL OF AVON PARK FLORIDA APPROVING THE CITY MANAGER'S RECOMMENDATION AND REQUEST TO LOAN FUNDS FROM THE GENERAL FUND TO THE MAIN STREET CRA FOR THE PURCHASE OF THE BRICKELL BUILDING AND AMEND THE FY 2014-2015 BUDGET TO REFLECT THE CHANGES; IMPLEMENTING A REPAYMENT SCHEDULE AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Manager is authorized and directed by the City Charter to prepare and submit the budget to the City Council, and to “keep the council fully advised as to the financial condition and future needs of the city, and shall make such recommendations to the council concerning the affairs of the city as the manager deems appropriate”; and,

**WHEREAS**, the City Manager, upon the advice of City accountants, recommends and requests that the City Infrastructure Fund loan funds to the Main Street CRA and the Fiscal Year 2014-2015 Budget be amended reflecting a purchase of the Brickell Building by the Main Street Community Redevelopment Agency, a sub-agency of the City, with assistance loans from the Infrastructure Fund, and related transactions as provided herein, and in Main Street CRA Res #15-MS CRA-01.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AVON PARK, FLORIDA** in a public meeting assembled this 27<sup>th</sup> day of July, 2015:

Section 1. The City Council hereby approves the City Manager’s recommendation and request to amend the FY 2014-2015 Budget and perform the following transactions as follows:

1. The General Fund may loan \$266,484 to the Main Street CRA to purchase the Brickell Building. Any adjustments to the FY 2014-2015 Budget required to properly show this transaction are authorized.
2. The Main Street CRA will pay \$266,484 back to the Infrastructure Fund to reimburse for the purchase of the Brickell Building. Any adjustments to the FY 2014-2015 Budget required to properly show this transaction are authorized.

3. Prepare documentation and account for, and in the FY 2015-2016 Budget reflect a loan of \$600,000 from the Infrastructure Fund to the Main Street CRA for additional improvements to the Brickell Building and Main Street redevelopment District.
4. In the FY 2016-2017 Budget, account for commencement of repayment of the loans described in 1 & 2 above by the Main Street CRA in accordance with the Schedule A (attached).

Section 2. Effective Date.

This Resolution shall be effective immediately upon passage.

=====  
 This Resolution was read at the regular session of the City Council held on July 27, 2015.

The vote was as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Mayor S. Schuler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor B. Giles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman T. Heston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman P. Sutherland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman G. Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IN WITNESS WHEREOF, the City of Avon Park, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on this 27<sup>th</sup> day of July, 2015.

(Seal)

**ATTEST:**

**CITY OF AVON PARK, FLORIDA**

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

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

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Gerald Buhr, City Attorney

# Loan Amortization Schedule

[HELP](#)

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Loan Information	
Loan Amount	866,484.00
Annual Interest Rate	1.00%
Term of Loan in Years	25
First Payment Date	7/1/2017
Payment Frequency	Annual
Compound Period	Annual
Payment Type	End of Period

Summary	
Rate (per period)	1.000%
Number of Payments	25
Total Payments	983,605.62
Total Interest	117,121.62
Est. Interest Savings	0.01

**Annual Payment 39,344.23**

## Amortization Schedule

Rounding On

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
						866,484.00
1	7/1/17	39,344.23		8,664.84	30,679.39	835,804.61
2	7/1/18	39,344.23		8,358.05	30,986.18	804,818.43
3	7/1/19	39,344.23		8,048.18	31,296.05	773,522.38
4	7/1/20	39,344.23		7,735.22	31,609.01	741,913.37
5	7/1/21	39,344.23		7,419.13	31,925.10	709,988.27
6	7/1/22	39,344.23		7,099.88	32,244.35	677,743.92
7	7/1/23	39,344.23		6,777.44	32,566.79	645,177.13
8	7/1/24	39,344.23		6,451.77	32,892.46	612,284.67
9	7/1/25	39,344.23		6,122.85	33,221.38	579,063.29
10	7/1/26	39,344.23		5,790.63	33,553.60	545,509.69
11	7/1/27	39,344.23		5,455.10	33,889.13	511,620.56
12	7/1/28	39,344.23		5,116.21	34,228.02	477,392.54
13	7/1/29	39,344.23		4,773.93	34,570.30	442,822.24
14	7/1/30	39,344.23		4,428.22	34,916.01	407,906.23
15	7/1/31	39,344.23		4,079.06	35,265.17	372,641.06
16	7/1/32	39,344.23		3,726.41	35,617.82	337,023.24
17	7/1/33	39,344.23		3,370.23	35,974.00	301,049.24
18	7/1/34	39,344.23		3,010.49	36,333.74	264,715.50
19	7/1/35	39,344.23		2,647.16	36,697.07	228,018.43
20	7/1/36	39,344.23		2,280.18	37,064.05	190,954.38
21	7/1/37	39,344.23		1,909.54	37,434.69	153,519.69
22	7/1/38	39,344.23		1,535.20	37,809.03	115,710.66
23	7/1/39	39,344.23		1,157.11	38,187.12	77,523.54
24	7/1/40	39,344.23		775.24	38,568.99	38,954.55
25	7/1/41	39,344.10		389.55	38,954.55	0.00

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 FOR SEVERABILITY AND 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 fifteen (15) years commencing from the date provided herein, subject to the renewal provision set forth herein; and

WHEREAS, the City Council 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 COUNCIL 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 22 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 22 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 or transportation 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 fifteen (15) years from the effective date of this ordinance; provided, however, that the Franchise will automatically renew for one fifteen (15) year term, unless one of the parties notifies the other, with no less than one hundred and eighty (180) days' written notice, prior to the expiration of the initial term, that it does not want the Franchise to automatically renew. If either party elects not to renew the Franchise, then the Franchise shall expire upon the conclusion of the initial term.

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

A.        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 or transportation of Natural Gas to Customers within the corporate limits of the City. The franchise fee payment shall be deemed on time if post-marked within thirty (30) days of the close of the preceding billing month.

B. In the event the Company enters into a franchise agreement with another Florida municipality or government entity located in Hardee, Polk or Highlands County that contains substantially similar terms and conditions as this Franchise and that provides for a franchise fee calculation that would result in a franchise fee being paid to such municipality or government entity that is higher (as a percentage of Gross Revenues) than that promised hereunder, then the City may, at its option, demand that the franchise fee payable hereunder be adjusted so as to be consistent with the franchise fee calculation extended to such Florida municipality or government entity.

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 reasonably 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. Failure by the City to comply with this Section 11 shall not be deemed a breach of contract, however, the Company shall be relieved of any obligation to backbill or pay on its own accord any franchise fees for customers for which 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 \$2,000,000.00 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 \$2,000,000.00 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 insurance will include Contractual Liability Coverage. The coverage requirements set forth in this Section 14 may be satisfied, in whole or in part, with self-insurance.

2) Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile

Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

3) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

4) Company shall notify the clerk of the City, in writing, at least thirty (30) days before any material alteration, modification, or cancellation of such policy. Certificates of insurance will be provided upon the initiation of this agreement, and new certificates will be submitted annually upon request. Said insurance coverage procured by the Company as required herein shall be considered, and the Company agrees that said insurance coverage it procures as required herein shall be considered as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance with respect to liability arising from this agreement, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage procured by the Company as required herein. Each policy shall provide that the insurer waives any right of subrogation against the City.

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.

Nothing contained in this Franchise Agreement shall be considered a waiver of the City's sovereign immunity, whether constitutional, statutory or common law, and nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes. 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 Gas 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

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.

**SECTION 19: COMPLIANCE WITH CITY, STATE AND FEDERAL LAWS.**

Notwithstanding any other provision of this Franchise to the contrary, the Company shall at all times comply with all applicable laws, rules and regulations of the State of Florida and the federal government and any administrative agencies thereof and, to the extent not inconsistent with the foregoing, with all laws, rules and regulations of the City of Avon Park.

**SECTION 20: DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP.**

The terms and conditions in this Franchise are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Franchise 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 Franchise were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

**SECTION 21: DEFAULT AND ATTORNEY'S FEES.**

If either party defaults on its obligations under this franchise, the other party shall have the right to institute legal proceedings to collect damages or to exercise any other rights and remedies afforded in law or equity. The prevailing party shall be entitled to an award of its costs and attorneys' fees and costs, including paralegal fees, resulting from any action to enforce the franchise through appeals. In no event, however, shall City be liable for damages and attorney

fees combined in excess of its sovereign immunity limits set by Florida Statute, §768.28, as subsequently amended, nor shall this franchise be deemed a waiver of any of the City’s sovereign immunity rights granted by law.

**SECTION 21: GOVERNING LAW**

This Franchise shall be governed by the laws of the State of Florida and applicable federal law; however, the parties waive any right to federal jurisdiction based on diversity.

**SECTION 22: EFFECTIVE DATE**

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance shall be evidenced in writing within sixty (60) days of the City’s passage and adoption hereof, or this Franchise Agreement and all rights and duties hereunder shall be terminated.

This Ordinance was read for the first time at the regular  special  session of the City Commission held on May 11<sup>th</sup> 2015. The vote was as follows:

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

This Ordinance was read for the second time at the regular  special  session of the City Commission held on May 26<sup>th</sup> 2015. The vote was as follows:

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

IN WITNESS WHEREOF, the City of Avon Park, Florida, has duly adopted this Ordinance and caused it to be executed by the officers below on this July 27, 2015.

(Seal)  
ATTEST:

CITY OF AVON PARK, FLORIDA

By: \_\_\_\_\_  
Maria Sutherland, City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Gerald Buhr, City Attorney

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

PEOPLES GAS SYSTEM, A DIVISION OF  
TAMPA ELECTRIC COMPANY

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

E-17

**RESOLUTION #15-17**

**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 SOUTH SIDE COMMUNITY REDEVELOPMENT AREA; DETERMINING THAT THE COMMUNITY REDEVELOPMENT AGENCY SOUTH SIDE EXPANSION AREA SUFFERS FROM ONE OR MORE INDICATORS OF SLUM AND BLIGHT; DETERMINING THAT REDEVELOPMENT OF THE SOUTH SIDE 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 #03-11, 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 #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 Southside Expansion Area is similar to the

condition of the designated Southside Community Redevelopment Area in that the facts and evidence presented show that conditions are present in the CRA Southside 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 Southside 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 Southside Expansion Area; and

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

**WHEREAS**, the CRA Southside Expansion Area is contiguous to the original CRA Southside 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 Southside Expansion Area that is deteriorating and economically distressed due to existence of conditions that endanger life and property; predominance of defective or inadequate street layout; faulty lot layout in relation to its size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site and other improvements; inadequate or outdated building density patterns; and diversity of ownership or defective or unusual conditions; and does further find that the rehabilitation, conservation or development or a combination thereof, of the CRA Southside 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 Southside Community Redevelopment Area and Southside Community Redevelopment Plan.** The land described as the CRA Southside Expansion Area, depicted in the attached Exhibit “Avon Park, Florida Southside Redevelopment Area Expansion Finding of Necessity”, shall be added to the designated Southside Community Redevelopment Area and an amended redevelopment plan be prepared to include plans and programs for the redevelopment of the entire Southside 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 27<sup>th</sup> day of July 2015.

CITY OF AVON PARK, FLORIDA

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

ATTEST:

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

ORDINANCE NO. 822

AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, MAKING FINDINGS; CREATING THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF AVON PARK; ESTABLISHING THE AREA OF OPERATION OF THE COMMUNITY REDEVELOPMENT AGENCY; CONFERRING CERTAIN POWERS UPON THE COMMUNITY REDEVELOPMENT AGENCY; RETAINING CERTAIN POWERS UNTO THE CITY COUNCIL OF THE CITY OF AVON PARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Avon Park, Florida (the "City Council"), on February 22, 1988, adopted its Resolution No. 18-87-88 (the "Findings Resolution"), finding that one or more slum or blighted areas, as described in said resolution (the "Community Redevelopment Area"), exist in the City of Avon Park, Florida (the "City"), and it further finds that the rehabilitation, conservation, or redevelopment, or combination thereof, of such area is necessary in the interest of public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, the City Council further found in the Findings Resolution that a need exists for the creation of a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act") for the purpose of rehabilitating the Community Redevelopment Area and eradicating conditions of slum or blight, or both, therein; and

WHEREAS, to satisfy the need for such a community redevelopment agency, it is necessary for the City Council to adopt an ordinance creating such an agency in accordance with the provisions of the Redevelopment Act.

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

SECTION 1. Pursuant to Section 163.356, Florida Statutes (1987), as amended, there is hereby created a public body corporate and politic to be known as the Community Redevelopment Agency of the City of Avon Park, Florida (the "Community Redevelopment Agency").

SECTION 2. Pursuant to Section 163.356(2), Florida Statutes (1987), as amended, the following individuals are hereby appointed to be the initial members of the board of commissioners of the Community Redevelopment Agency created in Section 1:

Robert King III  
Morris Adams III  
Robert Palmer  
Gary Bagwell  
Nell Roberts

The terms of office of the members of the board of commissioners of the Community Redevelopment Agency shall be for four (4) years, except that the terms of the following members shall be as follows: Nell Roberts, (1) year; Gary Bagwell, (2) years; and Robert Palmer, (3) years, respectively, from the date of their appointment, and all other members of the board of commissioners shall serve a term of four (4) from the date of their appointment. Any vacancy occurring during the term of any member of the board of commissioners shall be filled by an appointment made by the City Council of an individual to serve for the unexpired portion of the term.

SECTION 3. The Community Redevelopment Agency shall be governed by and shall act in conformity with the provisions of the Redevelopment Act and this ordinance, as either shall be amended from time to time.

SECTION 4. The area of operation of the Community Redevelopment Agency shall be the Redevelopment Area as described in the Findings Resolution and in Exhibit "A" attached hereto.

SECTION 5. Regardless of any powers granted to the Community Redevelopment Agency by the Redevelopment Act, the City Council shall retain and may exercise the power set forth and described in Section 163.370, Florida Statutes (1987), as amended, and the following powers, which continue to remain vested in the City Council:

(1) The power to determine an area to be a slum or blighted area, or combination thereof; to designate such areas appropriate for community redevelopment; and to hold a public hearing required with respect thereto.

(2) The power to grant final approval to community redevelopment plans and modifications thereof.

(3) The power to authorize the issuance of revenue bonds as set forth in Section 163.385, Florida Statutes (1987), as amended.

(4) The power to approve the acquisition, demolition, removal, or disposal of property as provided in Section 163.370(3), Florida Statutes (1987), as amended, and the power to assume the responsibility to bear loss as provided in Section 163.370(3), Florida Statutes (1987), as amended.

SECTION 6. The City Clerk is hereby authorized directed to send a certified copy of this ordinance to each "taxing authority" (as that term is defined in Section 163.340(2), Florida Statutes (1987), as amended).

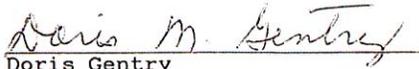
SECTION 7. All ordinances or parts of ordinances, and all resolutions or parts of resolutions, in conflict herewith are hereby repealed.

SECTION 8. If any word, sentence, clause, phrase or provision of this ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this ordinance shall not be affected thereby.

SECTION 9. This ordinance shall take effect immediately upon its passage.

PASSED AND ADOPTED this 28th day of March, 1988.

CITY OF AVON PARK, FLORIDA

  
Doris Gentry  
Mayor

(SEAL)

ATTEST:

  
V. Henderson  
City Clerk

## Agenda Item Summary

E-18

**Subject:** Property Transfer, [A-26-33-28-030-0060-0040](#), 228 FRED CONNER ST

**Item No.** E-18

**Placed on Agenda by:** City Manager

**Total Amount of Project:** \$300 deed transfer

**Staff Review:**

**Attorney Review:**

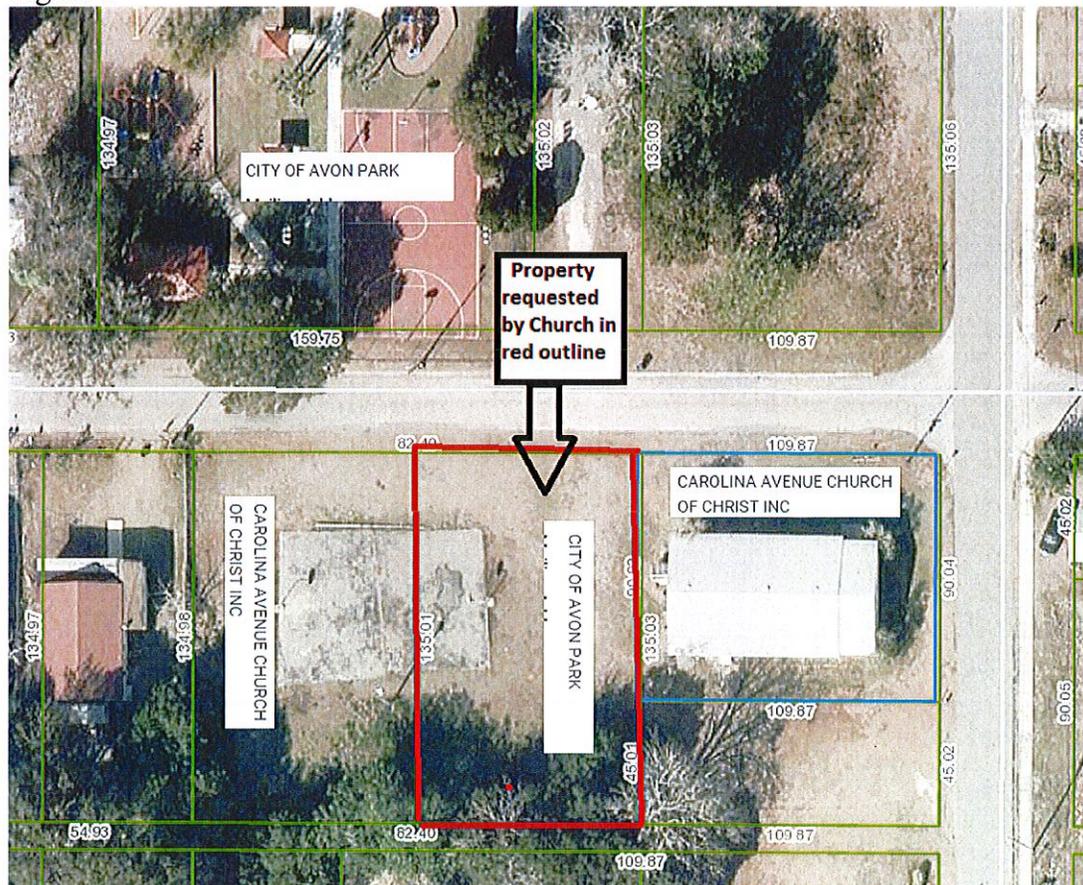
**Recommended Motion(s):**

Motion to transfer property to CAROLINA AVENUE CHURCH OF CHRIST INC

**Background:** As shown on Figure-1, the City owns 1/4 of this basketball court. We acquired the property as a result of code enforcement lien which was not satisfied. The adjacent church uses the property for parking.

The church bought the 2<sup>nd</sup> half of the property as labeled in Figure-1. They are requesting for the City to transfer our portion of the court, while they assume the maintenance for this property, and allow public parking for church service and City park utilization.

Figure-1



**Agenda Item Summary**

**Subject:** AFSCME Collective Bargaining Agreement

**Item No.** E-19

**Placed on Agenda by:** City Manager

**Total Amount of Project:** 1.5% pay increase on last pay step

**Staff Review:** Yes

**Attorney Review:** Yes

**Recommended Motion(s):**

Motion to approve the collective bargaining agreement negotiated between the City and AFSCME .

**Background:** Attached is the red line version of the proposed changes to the AFSCME collective bargaining agreement with the City.

This agreement provides for a 1.5% pay increase on the last pay step of the pay-scale. There are 9-employees which are maxed out on the City's pay plan who would receive this pay increase.

In return for the increase, the Union agreed to the following changes:

- 1. The latest personnel policy manual version applies.
- 2. If there is an arbitration proceeding, the Arbitrator's authority can only determine whether any discipline was warranted, and not interfere with the level of discipline imposed by the City.
- 3. Probationary period for new workers is increased from 6-months to 12-months.

**Attachments:** Exhibit-A, Redline agreement

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF AVON PARK

and

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL  
EMPLOYEES

LOCAL #3597

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## ARTICLE I - PREAMBLE

This agreement is entered into by and between the City of Avon Park, State of Florida, hereinafter referred to as the "City" and Florida Public Employees Council 79, Local #3597, American Federation of State, County and Municipal Employees, hereinafter referred to as "AFSCME" or "Union", for the purpose of promoting harmonious relations between the City and AFSCME, to the basic and full agreement between the parties concerning rates of pay, hours of work and overtime, and other conditions of employment as provided by law.

Therefore, the parties mutually and in good faith agree to the following:

## ARTICLE II - RECOGNITION

### Section 1 Recognition by City

The City recognizes AFSCME Florida Public Employees Council 79, Local 3597, as the exclusive representative for the employees in the classifications included in the Bargaining Unit as certified by the Public Employees Relations Commission (PERC) in its certification number 887, issued February 9, 1990, and as it may be subsequently amended by the Commission.

### Section 2 Recognition by Union

AFSCME recognizes the Mayor and the City Council as the elected representatives of the citizens of the City of Avon Park and the legally constituted authority responsible for determining the purpose, missions and operation of the City.

### Section 3 Resolution of Differences without Interruption of Services

The City and AFSCME subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruptions of the services provided.

## ARTICLE III - NON-DISCRIMINATION

### Section 1 Male/Female References

All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

### Section 2 Non-Discrimination on Account of Union Membership

The right of the employees to belong to, participate in or refrain from belonging to AFSCME shall not be prohibited, abridged or interfered with.

### Section 3 Non-Discrimination by Union

AFSCME will not discriminate with regard to representations of its bargaining unit members, nor with regard to terms and conditions of membership because of race, color, creed, sex, age, physical handicap, national origin, marital status or political affiliation.

## ARTICLE IV - MANAGEMENT RIGHTS

### Section 1 General

The management of the City and the direction of its work force, including but not limited to the exclusive rights to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase operations; to remove the operation or any part thereof to any location; to close, combine or eliminate departments, divisions, offices, or other subdivisions or part of City government; to establish new jobs or employees; to implement and establish agreements required as a condition of hire which are not inconsistent with an express provision of this Agreement; to change materials, processes, products, service, equipment, production and work schedules, and methods of operation; to introduce new materials, equipment, service or facilities; to assign work to be performed; to assign or reassign shifts, create or abolish shifts, and rotate shifts; to require employees to work overtime; to establish and change hiring procedures; to determine and change standards of fitness of employees to perform work; to subcontract, sell, franchise out or otherwise dispose of any or all work, operation or part thereof; to set the work schedules; to transfer employees from job to job, either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change City and Department policies, procedure, rules of conduct, orders, practices, directives and other operational procedures, policies and guides not inconsistent with this Agreement; to establish the standards of conduct and work of employees; to establish or change operational standards to determine the services to be provided by the City and the functions of all parts of City government and all City employees; to lay off, discipline, and discharge employees; to lay off employees from duty for lack of work or for other operation reasons; to establish requirements for employment; to promote and demote employees; to be the sole judge of applicants for employment; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the City may determine to be necessary for the orderly and efficient operations of the City, shall be vested exclusively in the City, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

The City's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement. It is understood that the Union does not waive any right to negotiate concerning the impact of any unilateral decision allowed under this contract by the City affecting pay or job security.

### Section 2 Emergencies

If, in the sole discretion of the City Council or City Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the City Manager and/or the City Council during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

### Section 3 Job Duties

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of

management, may be required to perform other job-related duties not specifically contained in their job descriptions.

#### **Section 4 Employee Cooperation**

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Avon Park. Accordingly, AFSCME agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

#### **Section 5 Inherent Rights**

Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

#### **Section 6 Changes in Policies and Rules**

In the spirit of continued harmonious relations between AFSCME and the City, the City agrees to provide a notice to AFSCME of any change in City policies or rules of general application to all employees or departmental policy, new policy or work rules prior to implementation, which would affect members of the bargaining unit. AFSCME will have fifteen (15) calendar days to file any objections to the proposed changes with the City manager, who shall consider said objections before he/she makes his/her final decision provided, however, when there is an important business reason for a change, the City may proceed to make the change immediately in which event, upon request by AFSCME, he will consider any objections to the change filed by AFSCME within fifteen (15) calendar days after the change and make the final decision as to whether the change will be permanent. Disagreements will be arbitrated.

#### **Section 7 Personnel Rules**

AFSCME has received a copy of the City's Personnel Policy as adopted by the City Council on April 13<sup>th</sup>, 2015 through Resolution 15-07 and understands that only the sections that are not in conflict with this Agreement apply to bargaining unit employees.

**Deleted: Civil Service Rules**  
The Civil Service Act of the City of Avon Park shall not apply to bargaining unit employees.  
**Section 8**

### **ARTICLE V - AFSCME BUSINESS**

#### **Section 1 Notice**

AFSCME shall notify the City Manager in writing of the names of its representatives. The City agrees that during the terms of this Agreement it will deal only with the authorized representatives of AFSCME in matters requiring mutual consent or other official action called for by this Agreement. Names of AFSCME representatives shall be posted on the bulletin board.

#### **Section 2 Activities**

AFSCME representatives have the right to request approval from the City Manager or his designee to leave their work posts or work stations for the purpose of investigating, handling, or settling grievances. They have the right to request to contact an employee or other person concerning grievance matters of AFSCME business during the working hours of the representative or the working hours of the employee to be contacted. Such requests will be directed to the department

head or assistance department head of the employee(s) to be contacted. Requests to use such leave will not be unreasonably denied.

### **Section 3 Visitation**

The City Manager shall permit an authorized representative of AFSCME to have reasonable access to the departments in which employees regularly work and all relevant City records subject to the Sunshine Law to conduct AFSCME business, provided that such visits do not disrupt routine operations as determined by the City Manager, or the ranking non-bargaining unit employee in the department or area where access is sought. Any authorized representative of AFSCME desiring to have access to the department shall first meet with and obtain written permission from the City Manager, or his/her designee, before going into any working area. AFSCME representative will not in any way interfere with the work of employees or the operations of the department.

### **Section 4 Bulletin Board**

The City shall provide bulletin board space (3'x5') for the exclusive use of AFSCME for the posting of notices of AFSCME meetings and official AFSCME business; however, nothing shall be posted which contains foul or abusive language; political advertisements or endorsements, business advertisements, personal solicitation, or any matter that is detrimental to any individuals or to the City. A copy of any materials to be posted on the bulletin board as specified above shall be sent to the office of the City Manager at the time of such postings. The president of AFSCME or an authorized representative so designated in writing by AFSCME shall sign all notices.

### **Section 5 Copies of Agreement**

The City shall furnish each member of the bargaining unit and AFSCME with a copy of this Agreement. The parties shall share the cost of said copies equally.

### **Section 6 Stewards**

AFSCME shall have the right to appoint one (1) job steward for each department to which bargaining unit employees are assigned. AFSCME will notify the City, in writing, as to the identity of each steward who must be bargaining unit employees of the City on the active payroll. The activities of stewards shall in no way interfere with their duties as employees or the work of other employees. Stewards and alternate stewards will be allowed to take time away from their work with pay to perform duties as a steward or alternate.

All other employees shall not engage in AFSCME business during the hours they are being paid to work without prior approval of the City Manager or his/her designee.

### **Section 7 Payroll Deduction**

Employees covered by this Agreement may authorize payroll deductions for the purposes of paying dues. Requests for payroll deductions must be on a prescribed form approved by the Human Resource Specialist. No authorization shall be allowed for a payment of initiation fees, special assessments, fines, penalties or delinquent dues.

### **Section 8 AFSCME Dues**

AFSCME will notify the Human Resource Specialist as to the amount of dues. This notice must state the weekly amount in dollars and cents for each individual member. Such notification will be certified to the Human Resources Specialist in writing over the signature of an authorized officer of

AFSCME at least thirty (30) calendar days in advance of the effective date of such change. Deductions of dues and uniformed assessments, if any, shall be remitted to a duly authorized representative of AFSCME Council 79, as designated in writing by the Union, along with a list containing names, employee numbers, and amount deducted of the employees for whom the remittance is made. The City will provide the Secretary of Local 3597 with a copy of the aforementioned list.

**Section 9 Hold Harmless**

AFSCME will indemnify, defend and hold the City harmless against any and all claims, demands, or suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City on account of payroll deductions of AFSCME dues. AFSCME agrees that in case of overpayment, proper adjustment, if any, will be made by AFSCME to the affected employee.

**Section 10 Withdrawal**

The payroll deduction shall be revocable by the employee by providing thirty (30) days written notice to both AFSCME and the Human Resource Specialist.

**Section 11 Negotiation Leave**

AFSCME may designate up to two (2) employees within the bargaining unit to serve as its Negotiating Team, and such employees will be granted leave with pay to attend negotiations with the City. AFSCME may designate up to two (2) alternates who will be granted leave with pay to attend negotiations only where necessary due to the unavailability of a member of the primary Negotiating Team.

**ARTICLE VI - PERSONNEL FILES**

**Section 1 Official File**

There shall be only one official personnel file maintained on each employee. A copy of a disciplinary notice will be provided to the employee when the discipline is inserted in his or her personnel file.

**Section 2 Confidentiality**

The personnel record of the employee shall be kept confidential, except those items which are available to the public under Florida Statutes, Chapter 119.

**Section 3 Inspection and Copying**

Upon reasonable request, any employee shall have the right to inspect his official personnel record wherever kept. Once per year, each employee shall have the right to make an appointment with an HR Specialist to review their official personnel record. The employee shall have the right to have duplicate copies made for his use at his expense during normal business hours.

**Section 4 Employee Comment**

Employees shall have the right to add to their personnel records written refutation of their annual job performance evaluation within five (5) working days of receipt of the evaluation.

**Section 5 Removal**

Written reprimands, suspensions and employee evaluations shall be a permanent portion of the employee's personnel file subject to the provisions set forth in Article XXVI; provided, however, that where a two (2) year period lapses following a written reprimand during which time the employee does not receive a subsequent reprimand of any kind or any other greater form of discipline less than discharge unless the written reprimand involved unsafe work performance, misconduct of an employee, or alcohol or drug abuse the written reprimand shall not be considered in determining the level of discipline in subsequent disciplinary actions. However, when the City is considering discharge of an employee, such action is not progressive but rather is punitive in nature. In such a circumstance, it is therefore appropriate to consider an employee's entire work history in reaching a decision.

**ARTICLE VII - VEHICLES, EQUIPMENT AND SAFETY**

**Section 1 City/Private Vehicle**

Employees shall use City vehicles unless approval to use another vehicle, including their own, is first obtained from the City Manager or his/her designee. Whenever an employee is required to use his own vehicle in the performance of his official duties, he will be compensated at the rate provided for in Florida Statutes, Section 112.061(7)(d)(1), and be reimbursed for tolls and parking charges.

**Section 2 Abuse**

Employees shall not negligently operate, use or abuse City vehicles or equipment. Employees must utilize vehicles and equipment as prescribed.

- Deleted: Any employee who
- Deleted: operates
- Deleted: uses or abuses
- Deleted: used by or assigned to him or who fails to
- Deleted: shall be subject to disciplinary action up to and including discharge. Determination of negligence will be by the employee's Department Head with review by the Safety Committee upon written request by the employee

**Section 3 Use of Vehicles and Equipment**

Management shall determine what vehicles and equipment will be utilized, by whom and for what functions.

**Section 4 Loss of Driver's License**

Bargaining unit members who drive/operate City equipment as part of their job duties will be required to hold a current valid Florida Driver's License: either a Commercial Driver's License (CDL), if required by the employee's duties, or Class D or E License, if a CDL is not required. Failure to maintain a current valid Florida Driver's License shall cause the employee to lose his/her job due to his/her inability to legally operate/drive motorized City Equipment. The City Manager may opt to reassign an employee to another job rather than terminate the employee. If the City requires an employee to have a driver's license above that of a Class D or Class E license, the City will pay the difference between the cost of the Class D or Class E license and the CDL license the City requires. An applicant must have the required license at the time of application and the City will not be responsible for the cost of such license.

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**Section 5 Unsafe Vehicles**

No employee shall be required to operate an unsafe vehicle. If an employee feels that a vehicle is unsafe to operate, the employee will report the unsafe condition in writing to the department head. The department head will investigate the reported unsafe condition and determine if the vehicle is safe for operation. The department head's decision shall be final.

- Deleted: If the employee disagrees with the department head's findings, they may request in writing a review of these findings by the Safety Committee

**Section 6 Drug Free Workplace Policy**

The City of Avon Park is committed to the policy of providing a work environment that is safe, productive and free from illegal drugs or alcohol. To accomplish this goal, the City has adopted a Drug and Alcohol Policy that is in compliance with the provisions of Sections 440.101 and 440.102 Florida Statutes, as amended by Section 2 of Chapter 96-289, Laws of Florida, and is also in compliance with the requirements of the Federal Omnibus Transportation Employee Testing Act of 1991. Drug and alcohol testing of employees will be conducted in accordance with the requirements of State and Federal law. Classifications that are subject to random testing will be identified in the job classification and on all vacancy announcements.

**Deleted: Safety Committee**  
Within ninety (90) days of the ratification of this contract the city agrees to establish a workplace safety committee that complies with the requirements set forth at Section 442.012 Florida Statutes (1995), and as further explicated in Chapter 381-74 Florida Administrative Code. AFSCME agrees to cooperate with the City in the establishment of the committee, and to work with the City toward providing a safe work environment for employees, and the public. The committee shall include a minimum of one union member. The Committee shall meet at least twice per year and as necessary upon request by either the City or AFSCME. If the Committee meetings are held during working hours, AFSCME committee members will be granted leave with pay to attend. **Section 7**  
**Deleted: 8**

**Section 7 Certifications**

Where certifications are required by law in order for an employee to lawfully and properly perform his job duties, the City shall make certification opportunities available to those employees. Where certifications are preferred in an employee’s job description, the City will make a reasonable effort to provide certification opportunities to those employees. When certification opportunities become available, employees shall be given consideration according to classification seniority as defined by Article XIX, Section 1, and according to the contents of their official personnel file.

**ARTICLE VIII - UNIFORMS AND EQUIPMENT**

**Section 1 Uniforms, Equipment, and Tools**

The City requires that certain personnel wear uniforms on the job. Where the City makes such a determination, then it shall provide eleven (11) sets of uniforms every two (2) years. The cost of maintaining said uniforms shall be as follows: 75% cost to be paid by the City and 25% cost to be paid by the employee.

**Deleted: weeks**

**Section 2 Replacement**

The City shall replace or repair parts of the uniform that become unserviceable because of (1) normal wear and tear, or (2) damage, if through no fault of the employee while in the line of duty.

**Section 3 Protective Clothing**

The following and any other safety-related items may be issued to the employee on an as needed basis, as determined by the City Manager: safety shoes, safety glasses, hard hats, safety gloves, safety vests, safety goggles, bump caps, face shields, knee and shin guards, rain gear and rubber boots. Any item so issued shall be worn as directed by the City Manager or his/her designee.

**Section 4 Tools**

The City will furnish Employees in those classifications who are required to utilize tools those required tools. Tools that through ordinary and reasonable use are damaged or wear out will be replaced. Employees will not be required to use personal tools or equipment in the performance of City duties.

**Section 5 Safety Shoes**

On his/her Anniversary Date, each employee will be entitled to a maximum \$90.00 protective footwear allowance for the purpose of steel-toed work boots or an approved alternative. The City shall provide the \$90.00 protective footwear allowance prior to the employee’s Anniversary Date if

the shoes become unusable as a result of performing City business; the employee's immediate supervisor shall make the determination as to the need for the protective footwear to be replaced, and will not unreasonably deny replacement.

### Section 6 Return

All uniforms, equipment and other City-issued equipment are the property of the City and shall be returned to the City in good condition upon cessation of employment but prior to the final paycheck being calculated and released. Employees will be responsible for payment for any missing items.

## ARTICLE IX - TYPES OF APPOINTMENTS, TRANSFERS AND DEMOTIONS

### Section 1 Probationary Period for New Hires

Newly-hired employees shall serve a probationary period of twelve (12) months, unless the City elects in its sole discretion to shorten such period. In the event a probationary employee is absent from work for five (5) or more days, the employee's probationary period may be extended by a like amount.

### Section 2 Temporary Non-training Work Out of Classification

Any employee required to carry out duties or responsibilities in a classification with an entry level above that which he/she is assigned or in an out of unit position, shall be paid an additional one (\$1.00) dollar per hour for each hour spent working out of his/her classification.

### Section 3 Request for Transfer

An employee may request transfer from one work area or department to another if properly qualified. The appropriate department head and the City Manager must approve transfers.

### Section 4 Mandatory Educational Training Pay

To assist employees in advancing themselves and at the same time improve the quality of City service, the City may select courses and/or programs which employees will attend. The City shall pay expenses for any courses and/or programs selected by the City. In addition, employees so selected shall be paid their regular salary while attending said courses and/or programs.

### Section 5 Training

The City may assign personnel at their regular rate of pay for training purposes to a higher classification for a period of time as determined by the job classification. If the City does assign an employee to the same higher classification, he or she shall be paid in accordance with the provisions of Section 2. The intent of this section is not to prohibit or restrict the City from exercising its rights to train employees for a higher classification nor is this section to be utilized to avoid obligations set forth in Section 2 above.

### Section 6 Promotions

All permanent employees of the bargaining unit shall be notified of a promotional opportunity within the bargaining unit by a posted memorandum in the work area. A job description and salary range shall also be included. The notice of promotional opportunity shall be posted at least ten (10) working days prior to publicly advertising the position. All regular full-time members of the bargaining unit, if qualified, may apply. This shall not preclude the City from filling the position on a temporary basis until the position is filled with a regular appointment. The final determination of

<b>Deleted:</b> Types of Appointment¶ When a person is initially employed by Avon Park, he/she shall be given one of the following types of original appointments:¶
<b>Deleted:</b> : The initial six (6) months employment period in which an employee is observed
<b>Deleted:</b> effective job performance. The Department Head, with the concurrence of the City Manager, may elevate
<b>Deleted:</b> employee
<b>Deleted:</b> permanent status after ninety (90) days, if the employee has demonstrated above average job knowledge and performance.
<b>Deleted:</b> in excess of
<b>Deleted:</b> working
<b>Deleted:</b> during
<b>Deleted:</b> probationary period, the
<b>Deleted:</b> will automatically
<b>Deleted:</b> <#>Provisional: A short-term appointment of no longer than six (6) months duration made only in the absence of a qualified applicant. Permanent status may not be attained while serving in this capacity.¶ <#>Temporary: Temporary appointments may be made to fill positions which are authorized and established for a specified period of time when the work of an agency requires the services of one or more employees on a seasonal or intermittent basis, or in cases of emergency.¶ <#>Permanent: An employee serving a probationary appointment shall be given a permanent appointment upon satisfactory completion of the probationary period of six (6) months.¶

who is best qualified for the position shall be made by the City Manager; however, AFSCME shall have the right to discuss said appointment with the City Manager if it so desires. If the City Manager determines that, based on job operational or performance-related factors no employee who applied is qualified to fill the vacancy, the City may fill the vacancy in any way it deems appropriate. Such determination shall be final and not subject to arbitration.

**Section 7 Promotional Probation**

Promoted employees shall serve a probationary period of twelve (12) months, unless the City elects in its sole discretion to shorten such time period. In the event a probationary employee is absent from work for five (5) or more days, the employee's probationary period may be extended by a like amount. When a promoted employee fails to satisfactorily complete his or her probationary period as exclusively determined by the City Manager, he or she shall be allowed to return to his or her former or an equivalent position without loss of classification seniority, provided his or her performance during the period was otherwise satisfactory.

- Deleted: When an employee is promoted, he
- Deleted: be on probation for
- Deleted: six (6)
- Deleted: . If
- Deleted: determines the employee shall not become permanent in the position, he

**Section 8 Job Class Changes**

When the City determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the City in writing, within fourteen (14) days of receipt of the proposed changes, of any comments it has concerning the proposed changes and/or of its desire to schedule a consultation to discuss the proposed changes.

- Deleted: Promotional Probation

**ARTICLE X - GRIEVANCE AND ARBITRATION**

**Section 1 Definition of Grievance**

A grievance shall be defined as an alleged violation of the interpretation or application of the specific terms of this Agreement.

**Section 2 Definitions**

- A. The term "employee" includes any individual within the bargaining unit covered by this Agreement.
- B. The term "day" when used in this procedure shall mean those days when City Hall is open for business.
- C. A "grievant" is a person affected by the alleged misapplication or misinterpretation of this Agreement.
- D. The grievant has the right to the presence of an AFSCME representative at all steps of this grievance procedure.
- E. AFSCME will indemnify, defend and hold the City harmless against any and all claims, demands or suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the City under this Section.

**Section 3 Withdrawal**

A grievance may be withdrawn by the grievant at any time and at any step of this procedure.

**Section 4 Grievance Procedure**

Whenever a grievance arises between the City and members of AFSCME, the matter will be handled in accordance with the following procedure:

**Step 1:** The aggrieved employee shall submit the grievance in writing and discuss the grievance with his department head within seven (7) days of the occurrence, which gave rise to the grievance. The written grievance must include:

1. A statement of the grievance and the facts involved;
2. The remedy requested; and
3. The Article and Section of the Agreement which grievant claims has been violated.

An AFSCME representative may be present to represent the employee if the employee wishes. The immediate supervisor will respond to the grievance within seven (7) days.

**Step 2:** If the grievance is not settled in Step 1, within seven (7) days of the department head's Step 1 decision, AFSCME may request in writing that the City Manager review the department head's decision. Such request shall state the reasons AFSCME contends the decision violates the Agreement. The City Manager, or his/her designee, shall review the entire grievance file and, if he/she deems it appropriate, interview persons who have knowledge of the facts, after which he/she will render his/her decision. If the City Manager, or his/her designee, decides to interview the grievant, AFSCME will be given an opportunity to have an AFSCME representative present whether or not such presence is requested by the grievant. Said decision will be issued within seven (7) days after receipt of the Request for Review.

Subject to the provisions of Section 9 herein, failure of the parties to meet and/or discuss a grievance or the City to make a decision within the time provided in any of the Steps of the grievance procedure shall be deemed a denial of the grievance by the City, and the employee or AFSCME shall proceed with the next step as if the decision had been made on the last day allowed.

**Step 3:** If the issue presented in the grievance is exclusively an issue of contract interpretation and does not involve the discipline or discharge of any employee, AFSCME may request in writing that the City Manager's Step 2 decision be reviewed by the City Council. Such request must be submitted to the Human Resources Specialist within seven (7) days of the Step 2 response. The City Council shall hear such grievance in a timely fashion, taking into account their status as elected officials. Appeal may thereafter be taken as set forth in Section 5. If the issue presented in the grievance involves the discipline, demotion, or discharge of an employee, the grievant must timely proceed directly from Step 2 to arbitration, if appeal is desired.

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## Section 5 Arbitration

Except as otherwise stated in this Agreement, grievances as defined in this Article shall be initiated by the serving by AFSCME of a written demand to the City Manager, or his/her designee, for arbitration which shall be made within twenty (20) days of the last response to the written grievance at Step 2 for grievances involving discipline, demotion, or discharge, or at Step 3 of Section 4 above for contract interpretation grievances.

**Deleted:** be arbitrated in accordance with the following procedures: Arbitration proceedings must

## Section 6 Selection of Arbitrator

After the request for arbitration is served, the parties shall meet or confer by telephone in order to select an arbitrator to hear and decide the grievance. If the parties are unable to agree to an arbitrator, AFSCME shall request the Federal Mediation and Conciliation Service to supply the parties with a panel of seven (7) arbitrators. Within seven (7) days after receipt of such panel, the parties will meet or confer by telephone or in person to select an arbitrator. AFSCME and the City shall each have the right to alternatively strike three (3) names from the list. The name remaining shall be the arbitrator. Subject to Section 8, the arbitrator selected shall decide the dispute and such decision shall be final and binding on the parties and the employees. The fees and expenses of the arbitrator shall be borne by the losing party. Each party agrees to furnish to the other party, upon written request, all non-privileged documents that are public records, as well as all information, including statements of witnesses that will testify at the arbitration hearing. Information not provided after such request will not be offered at the hearing. Each party shall be responsible for its own attorney's fees, any court reporting services it wishes to use, and the wages of employees, whether they be witnesses, potential witnesses, representatives, or grievant, it utilizes in any arbitration proceeding.

## Section 7 Authority of Arbitrator

The arbitrator shall in no way alter, amend or modify the terms of this Agreement, With regard to any grievance involving disciplinary action, the sole issue to be decided by the arbitrator is whether the City had cause to impose any disciplinary action. If the arbitrator finds that the City had one or more reason to impose ANY disciplinary action against the employee, then the arbitrator is required to deny the grievance as the discretion as to what disciplinary penalty shall be imposed rests exclusively with management and may not be reviewed by the arbitrator. Under no circumstances may the arbitrator vary or mitigate the City's decision as to the appropriate disciplinary penalty. In agreeing to this limitation, the parties recognize, understand and acknowledge that they are rejecting the typical "just cause" standard commonly employed by numerous arbitrators and illustrated by the decision in *Enterprise Wire Co.*, 46 LA 359 (1966). The parties agree that the arbitrator's failure to abide by these limitations shall be grounds for vacating the arbitrator's decision pursuant to Section 682.13(1)(d) of the Florida Arbitration Code. Under no circumstances shall any back pay, wages or monetary relief of any types be awarded to any employee for any period more than thirty (30) calendar days before the grievance was signed and reduced to writing in Section 4, Step 1, above; provided, however, when an employee has been suspended without pay, back pay may be awarded for no more than the periods set forth above before the suspension without pay grievance was reduced to writing in Step 1 above.

**Deleted:** , but shall in all cases consider the managerial rights and obligations of the City.

## Section 8 Decision

The decision of the arbitrator on any arbitrated issue shall be supported by substantial evidence on the record as a whole and shall be final and binding on the employee, City and AFSCME.

**Section 9 Time Limits**

The time limits set forth in Sections 4 and 5 are to be considered of the essence of the grievance and arbitration procedure, and failure of the employee or AFSCME to meet any time limit set forth therein shall, unless the parties by mutual agreement have extended a time limit, constitute waiver of the grievance and acceptance of the City's position.

**Section 10 Time Off/Pay**

Step 1 of the grievance procedure shall be carried out during the employee's work hours at a time and place designated by the supervisor based on operational needs, and neither the employee nor the employee AFSCME representative, if any, shall lose pay. The City shall determine when Steps 1 and 2 shall be processed, and if the Step or Steps are processed during their scheduled working hours, neither the employee AFSCME representative, if any, nor the grievant shall lose pay. Employee witnesses, other than grievant, whom the City Manager may at his/her option choose to interview under Step 2 shall lose no pay if interviewed during their working hours, and if interviewed after or before such hours, shall be paid for such time as if they were performing other work for the City. Otherwise, the City shall not be responsible to pay any AFSCME employee representative, officer, agent or employee for any time spent processing grievances or arbitration matters, but will allow one such person per grievance reasonable time off without pay for said activities upon reasonable prior notice if in management's opinion work requirements will allow such absence.

**Section 11 Burden of Proof**

The person filing the grievance shall have the burden of proving his grievance by a preponderance of the evidence; however, in cases of discipline subject to the grievance procedure of this contract, the City shall have the burden of proof.

**Section 12 Precedent**

In order to encourage prompt resolution of grievances, agreements and compromises of grievances made under Sections 1, either party, as precedent in any subsequent arbitration proceeding or lawsuit without the consent of the other party, shall not cite Section 3.

Deleted: Sections 2 and

**Section 13 Grievances by Non-AFSCME Members**

When AFSCME refuses to process a grievance for an employee because of the employee's non-membership in AFSCME, the employee shall have all the rights and assume all the burden, limitations and obligations, including financial obligations, of AFSCME under this Article and any other Article that may apply to his grievance.

**Section 14 General**

- A. All grievances shall be processed during times which do not interfere with or cause interruption of an employee's work responsibilities.
- B. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed, unless the employee has been terminated.

- C. The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to AFSCME or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. mail.
- D. The grievant or, in the case of multiple grievants, one grievant selected by AFSCME will be allowed to attend each arbitration hearing without loss of pay. Subject to operational needs, bargaining unit employees shall be given time off solely to testify in arbitration hearings without loss of pay. Subject to the City's operational needs, up to one employee AFSCME representative will be allowed time off without pay to attend arbitration hearings. The City and AFSCME will cooperate so as to minimize their time off the job. The witnesses shall not leave work without prior permission of the department head or his designee and shall return to work immediately upon completion of his testimony.

## **ARTICLE XI - HOLIDAYS**

### **Section 1 Holidays Recognized**

The following shall be considered paid holidays for regular full, part-time and probationary employees:

- A. New Year's Day
- B. Martin Luther King's Birthday
- C. Good Friday
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Veteran's Day
- H. Thanksgiving Day
- I. Day after Thanksgiving
- J. Christmas Eve (Last regular workday before Christmas Day)
- K. Christmas Day
- L. Employee's Birthday (Must be taken within thirty (30) calendar days before or after the birthday)

Personal Leave Days: All permanent employees shall be granted two (2) personal leave days per calendar year. One day must be requested and scheduled during the calendar year. The second shall be granted and charged as a personal day against sick leave.

Personal leave days shall not be taken in conjunction with holidays or vacations.

**Section 2 Eligibility**

To be eligible for holiday pay, the employee must work his scheduled day or shift before and after the holiday unless the absence is due to an approved compensable leave or the employee is on approved vacation.

**Section 3 Holiday Pay**

Pay for a holiday shall be eight (8) times the employee's straight-time hourly rate except that for part-time employees it will be four (4) times his straight-time hourly rate.

**Section 4 Payment for Work on holidays**

All forty (40) hour employees required to work on a recognized holiday who would otherwise be eligible for holiday pay will receive two and one-half (2-1/2) times his normal hourly rate of pay for all hours actually worked in lieu of holiday pay, or one and one-half (1-1/2) times his normal hourly rate and another day off with holiday pay at the City's option. Employees required to work a holiday, who are not eligible for holiday pay, shall receive one time their regular rate for all hours actually worked. Under this Section, the recognized holiday will be the day on which the holiday falls for shift employees, while for non-shift employees it will be the day observed by the City under Section 6.

**Section 5 Normal Days Off**

When a holiday is celebrated by the City on an employee's normal day off, the employee who meets eligibility requirements will receive holiday pay as provided in Section 3.

**Section 6 Day Observed**

The City shall observe those City holidays recognized by the federal government on the same day as observed by the federal government. The City shall observe those city holidays not recognized by the federal government, on the actual day of the holiday. If Christmas Eve falls on a Saturday or Sunday, it will be observed the previous Friday.

**ARTICLE XII - SICK LEAVE**

**Section 1 Entitlement**

Regular full-time employees who have satisfactorily completed six (6) months of continuous service shall earn eight (8) hours of sick leave for each month of continuous service, commencing with the first month following the six (6) months with no maximum.

**Section 2 Accumulation and Use**

Paid sick leave may be accumulated up to a maximum of 1920 hours and may be used for:

- A. Absence of an hour or more due to non-job-related bona fide sickness or injury of the employee, the employee's spouse, child or dependent as defined by the FMLA, when it is necessary for an employee to be absent to care for them.
- B. For medical, dental or eye examination for which arrangements cannot be made during his off-duty hours.

### **Section 3 Payout**

Accumulated but unused sick leave is not earned until actually taken and, therefore, shall only be paid upon separation from employment after ten (10) years of service. The City will pay to the employee or his estate, in the event of death, one half (1/2) of the accumulated but unused sick leave standing in his account up to a maximum of four hundred eighty (480) hours.

### **Section 4 Sick Pay**

Sick pay will be paid on whole hours or days at the employee's straight-time rate at the time the paid sick leave is taken.

### **Section 5 Job-Related Injuries**

Paid sick leave will not be paid to an employee who is on worker's compensation or is otherwise compensated because of an on-the-job or job-related sickness or injury.

### **Section 6 Verification Required**

A medical certificate signed by a licensed physician may be required by the department head to substantiate sick leave or a request for sick leave for the following reasons:

- A. An absence under Section 2 above.
- B. To support a request for sick leave during a period of time when the employee is on vacation leave; however, the employee must notify the City Manager or his/her designee of his illness while on vacation in order to have those vacation days on which he is ill changed to sick days.
- C. To support a request for sick leave on the first day of return following vacation leave.
- D. Leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified or warned in writing that a certificate will be required.
- E. Whenever, in the judgment of the City Manager or his designee sick leave may appear to be abused, or where a regular full-time employee regularly uses his sick leave as it is accrued, the employee requesting such sick leave may be required to furnish competent medical proof for such absence prior to sick leave pay being granted. Such competent medical proof may include a physician's statement attesting to his inability to perform work on the day(s) of absence. Any employee on paid leave shall continue to accrue all benefits as if on actual duty.
- F. To return from an extended sick leave under Section 10. Such competent medical proof shall include a physician's statement attesting to his inability to perform work on the day(s) of absence. Any employee on paid sick leave shall continue to accrue all benefits as if on actual duty.

### **Section 7 Notice**

Employees who are absent from work for sickness or injury shall notify their immediate supervisor of such absence as promptly as possible, but in any event no later than thirty (30) minutes prior to the commencement of his scheduled shift.

**Section 8 Restriction**

The regular full-time employee off duty due to his illness shall remain at his residence, except that the employee may depart his residence to receive medical treatment, to secure drugs from a pharmacy or for other reason deemed appropriate by the department head or his/her designee.

**Section 9 Employee Cooperation**

Failure on the part of the employee to timely, as per Section 7, notify the department of any absence for which sick leave is claimed, departure from his home without authorization and/or notification on any day for which sick leave is claimed, and/or the failure to provide medical documentation in a form and manner acceptable to the department head shall result in the denial of sick leave or other disciplinary action as determined by the City Manager or his/her designee.

**Section 10 FMLA**

Eligible employees, as defined by the FMLA and its implementing regulations, will be granted FMLA leave to the extent required by the FMLA. Employees will be required to use any accrued paid leave during an FMLA leave of absence to the extent permitted by applicable regulations. Once accrued paid leave is exhausted or is otherwise unavailable, any leave of absence required by the FMLA will be unpaid. Nothing in this Agreement or in the City's policies or practices shall provide an employee with any entitlement to FMLA leave, or other rights afforded by the FMLA, where such leave and/or rights are not otherwise required by statute.

**Deleted:** Employees will be granted sick leave for their own serious health conditions as provided under FMLA.¶

**ARTICLE XIII - BEREAVEMENT LEAVE**

**Section 1 Benefit**

When a death occurs in the immediate family, that regular full-time employee shall be granted up to five (5) days off without loss of pay or benefits. Up to an additional two (2) days of bereavement leave shall be granted to employees who have to attend a funeral out of state.

**Section 2 No Charge**

Bereavement leave will not be charged against sick leave, vacation or holiday pay or accumulated over time. The City may require verification of the need for such leave before payment is approved.

**Section 3 Immediate Family**

“Immediate family” as cited above shall be defined as: father, mother, spouse, children, father-in-law or mother-in-law, brother, sister, grandparents, grandchildren, brother- or sister-in-law, son- or daughter-in-law, stepmother or father, stepchildren, stepfather or mother-in-law, stepbrother or step grandparents, step grandchildren, stepbrother or sister-in-law, stepson or daughter-in-law.

**Section 4 Others**

Whenever operationally feasible, a permanent employee may be given time off without pay to attend local funerals of relatives not covered by Section 3 or close friends.

**Section 5 Additional Days**

At the option of the City, employees may be given an additional three (3) days off without pay in the event of death of a spouse, parent or child.

## **ARTICLE XIV - LEAVE OF ABSENCE – CIVIL**

### **Section 1 General Leave**

Leave of absence without pay for a period of up to but not exceeding six (6) months may be granted to a permanent employee at the discretion of the City Manager.

### **Section 2 Insurance Premiums and Coverage**

Any permanent employee on an approved non-paid leave of absence will have their life and health insurance premiums paid by the City for up to thirty (30) days maximum. For employees on qualifying FMLA leave, insurance will be maintained as provided by law.

### **Section 3 Other Benefits**

While on general leave, the employee shall receive no other wage or benefit (such as holidays). Nor shall the employee continue to accrue benefits during a general leave in excess of thirty (30) days; provided, however, he will continue to accumulate City seniority for the purpose of calculating years of continuing service.

### **Section 4 Return from General Leave**

Provided he is physically and mentally qualified to perform, a regular full-time employee shall return from leave without pay to the same step of his previous salary grade and in the same or equivalent class in which he was employed when leave began; provided, in the case of leaves beyond thirty (30) days (12 weeks for FMLA qualifying leave), the employee may be permanently replaced if the business needs of the City require, in which event the employee shall be placed in another vacancy for which he is qualified or in the event no such vacancy exists, laid off with the right of first consideration for twelve (12) months for any vacancy for which he is qualified.

### **Section 5 Early Return**

A permanent employee granted leave of absence who wishes to return before the leave period has expired shall be required to give his department head at least a one-week written notice of such intent. Upon receipt of such notice, the employee may be permitted to return to work.

### **Section 6 Jury Duty**

Permanent employees who are summoned during their regularly scheduled workday to jury duty by a court of competent jurisdiction will be granted time off for jury duty. Any employee who is released from duty shall report to work as soon after release as possible unless the release is two (2) hours or less from the end of the employee's regularly scheduled workday. The City will make up the difference between pay received for jury duty and the employee's regular straight-time pay for his normal schedule.

### **Section 7 Court Attendance**

Permanent employees shall be granted leave with pay for appearance before a court, legislative committee or other body as a witness in a proceeding involving the federal government, State of Florida, or a political subdivision thereof in response to a subpoena or he is directed to appear by the City. The employee shall give the supervisor notice his attendance is required as soon as he is aware of it.

## Section 8 Military Leave

Employees will be granted military leave and benefits in accordance with applicable law, including Chapter 115 of the Florida Statutes, Section 285.48 of the Florida Statutes, and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Deleted:** Permanent employees who are members of the U.S. Armed Forces, Reserves or the National Guard will be granted up to eighteen (18) consecutive days, including travel time, for the purpose of attending the regular annual duty for training commonly known as "Summer Camp". A copy of the employee's Reserve Orders shall be provided to the City Manager at the time of such request. The City will grant leave and pay employees in accordance with the provisions of Sections 115.07 and 250.48 Florida Statutes.

## ARTICLE XV - VACATIONS

### Section 1 Vacation Time

Vacations shall be granted to permanent employees in the following manner:

- A. After one year, but less than ten years, of continuous service: ten (10) working days for employees hired October 1, 1989 or later, but twelve (12) working days for employees hired before October 1, 1989.
- B. More than ten, but less than fifteen years, of continuous service: fifteen (15) working days.
- C. More than fifteen, but less than twenty, years of continuous service: twenty (20) working days.
- D. More than twenty years of continuous service: twenty-five (25) working days.

### Section 2 Holidays/Days Off

In computing vacation time, holidays or regular days off immediately preceding the commencement of, falling within or following the termination of a permanent employee's vacation, holiday or regular days off shall not reduce the employee's vacation time.

### Section 3 Termination of Employment

If a permanent employee voluntarily resigns or is terminated during the course of his employment or in the event of death, he or his heirs shall be entitled to an immediate lump sum payment for all vacation time earned but not taken at the employee's last rate of pay, up to a maximum of twice the employee's annual accrual.

### Section 4 Advance Payment

A permanent employee may request his vacation paycheck by submitting the request in writing to the City's payroll office at least two weeks prior to the start of his vacation period. Said request must be signed by the department head and City Manager prior to its submission to the payroll office. In the event an employee has direct deposit, advanced payment shall not be authorized.

### Section 5 Scheduling

Vacations must be requested or scheduled by management not less than two (2) weeks in advance. Requests may be considered with less notice if there are circumstances which arise that were unforeseen by the employee. All requests are to be submitted to the department head, or his/her designee, in writing, for approval. If the request is denied, the employee shall be provided the reason in writing. Conflicting requests will be decided on the basis of City seniority; provided, however, if a junior employee's vacation has already been approved by the department head, it would take precedence over the senior employee's request. In the event a civil emergency is

declared by City Council, all personnel may be subject to cancellation of leave and/or recall. The City shall notify the Local 3597 President upon the declaration and termination of said emergencies.

#### **Section 6 Unused Vacation Time**

Employees may accrue up to a maximum twice the employee's annual accrual, after which no leave shall be carried forward from year to year.

#### **Section 7 Periods of Leave of Absence**

Vacation time will not be earned during periods when employees are on unpaid leave of absence for more than thirty (30) calendar days regardless of the reason for the leave.

### **ARTICLE XVI - INSURANCE BENEFITS**

#### **Section 1 Coverage/Contribution**

The City will continue to pay full cost of individual health insurance coverage. If the City desires to change the current health insurance program for all employees of the City, it will notify AFSCME prior to any change. If requested by AFSCME, the City agrees to meet with AFSCME representatives, within 21 days of notifying it of contemplated changes, for purposes of allowing them the opportunity to provide recommendations, suggestions, input and discussion on the contemplated changes. After considering any input offered by AFSCME, the City Manager will make the final decision regarding any insurance changes, subject only to the requirement that the changes be based on a legitimate business or governmental interest, not be arbitrary and capricious, and be consistent in their application to bargaining unit employees as compared to other City rank and file employees.

**Deleted:** and upon request bargain over it. If the parties cannot agree, the dispute shall be resolved pursuant to the statutory impasse procedure

#### **Section 2 Group Life**

The City shall provide Ten Thousand Dollars (\$10,000.00) of group life insurance for each member of the bargaining unit. Each member of the bargaining unit who wishes may take out a policy for a larger amount subject to the approval of the insurance company; provided, the employee shall pay for the extra coverage.

#### **Section 3 Use of Tobacco**

Employees hired on or after June 1, 2014 and who utilize tobacco-based products shall be required to pay \$100 per month toward the cost of the employee's health insurance premiums.

### **ARTICLE XVII - WORKERS COMPENSATION/REINSTATEMENT**

#### **Section 1 Full-Pay After On-the-Job Injury**

In the event of an on-the-job injury to a regular full-time employee not resulting from the employee's own carelessness, said employee will be carried at full pay up to twenty (20) working days per year less any workers compensation benefits.

**Deleted:** Daily benefits and time lost as a Committee shall review all Workers' Compensation injury claims to determine any degree of carelessness or utter disregard for safety by an employee. The Safety Committee will report their findings to the City Manager for his consideration.

#### **Section 2 Criteria for Full-Pay Benefit**

In order to be considered for this injury-in-line-of-duty benefit, the following conditions must be met:

- A. The employee must provide written testimony or evidence that his injury was received in the line of duty.
- B. The employee must file a written claim as outlined below:

An employee who has a claim for compensation while absent because of injury on-the-job as described in Section 1 shall file a claim with his department head on the form provided by the City.

**Section 3 Reinstatement**

Any employee who is able to work after a job-related injury shall be reinstated to his former job or a substantially equivalent job for which he is qualified, provided he is physically qualified to perform all of the duties and responsibilities of such position. Certification by a medical doctor that he is able to return shall be required prior to the employee returning to work. If he is unable to assume his former responsibilities, the employee shall have first preference to fill another City position if a vacancy occurs and the employee is qualified for such position. Re-employment or reinstatement rights under this Section shall continue for twenty-four (24) months after the injury. Thereafter, if the employee is rehired, it will be as a new employee.

**ARTICLE XVIII - POLITICAL ACTIVITY**

Except when on duty or acting in his official capacity, no employee shall be prohibited from engaging in any political activity. When employees of the City of Avon Park engage in off-duty political activity, clothing and/or accessories shall not be worn that identify them as an employee of the City.

**ARTICLE XIX - SENIORITY AND LAYOFF**

**Section 1 Definition**

City seniority shall be defined as the total length of continuous service in the city of Avon Park. Classification seniority is defined as length of continuous service in the job classification in the Department. Seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absence without pay shall not count toward the accrual of classification seniority.

**Section 2 Loss of Seniority**

Employees shall lose their seniority as a result of the following:

- A. Termination
- B. Retirement
- C. Voluntary resignation
- D. Layoff exceeding twelve (12) months
- E. Failure to report to the City Manager intention of returning to work, within five (5) days of mailing of a recall notice as verified by certified mail, return receipt
- F. Failure to report form military leave within the time limits prescribed by law

### **Section 3 Layoff Selection**

In the event the City decides to lay off employees within the Department, the City will first lay off employees who have not yet completed their initial one (1) year probationary period, unless special licensure or skills are possessed by an employee. If further layoffs are necessary, selection among employees shall be based on:

- A. Ability to perform all work available.
- B. Special skills essential to the performance of the available work.
- C. Job performance as reflected by the job evaluations for the past three (3) years or the most recent evaluations available.
- D. Job classification seniority.

Where, in the opinion of management, factors A, B, and C are relatively equal among employees, factor D shall be determinative.

### **Section 4 Bumping**

A senior employee in good standing who is laid off in one classification may bump the junior employee if he is qualified to hold that position, which determination shall be made by management and shall not be grievable. The City agrees to notify AFSCME prior to laying off the senior employee attempting to bump to consider any objections raised.

If the position from which the most senior person was laid off reopens during twelve (12) months from the date of layoff, that laid off employee shall have the right to fill that position. Probationary employees shall not have recall rights.

### **Section 5 Equal Seniority**

In the event that two (2) or more employees affected have the same exact amount of seniority, the City Manager will use the last four digits of the employee's social security number to determine seniority, with the lowest number being the more senior.

### **Section 6 Recall**

- A. Regular full-time permanent employees on layoff status will retain rights for twelve (12) months. Recall will be made by certified mail to the last known address in the employee's personnel record. Employees are required to advise the city of any change of address.
- B. Within five (5) work days of mailing of a recall notice by certified mail, laid off employees must signify, in writing to the City Manager's office, their intention of returning to work. Failure to respond to this notice within the prescribed time limits shall constitute a voluntary resignation by the employee.
- C. Recall will be offered to laid off employees in good standing other than those employees who were on probationary status at the time of layoff, provided they are physically qualified and able to perform all the duties of the job, before new employee are hired or promotional opportunities are posted. The City reserves the right to require the laid off employee to submit a doctor's statement indicating that

the employee is in fact physically qualified and able to perform all the duties of the job.

- D. Recall will be in inverse order of layoff as jobs become vacant in the Department.

## ARTICLE XX - HOURS OF WORK AND OVERTIME

### Section 1 Basic Work Week or Work Period

The basic work week shall consist of forty (40) hours within a seven (7) day period beginning on Wednesday and ending on Tuesday.

Deleted: Monday

Deleted: Sunday

### Section 2 Pay/Comp Time

All hours worked in excess of forty (40) hours in a seven (7) day period shall be considered overtime for which the employees shall be paid a one and one-half (1-1/2) his straight-time hourly rate or placed in the employee's comp time bank at one and one-half (1-1/2) the overtime hours worked.

### Section 3 Banking

The City shall determine how much overtime will be allowed to be banked as comp time subject to a maximum accrual of 120 hours. Overtime worked in excess of the maximums allowed under the FLSA shall be paid at time and one-half.

### Section 4 Use

Comp time shall be taken as directed or allowed by the department head. In addition, comp time shall be utilized for approved unpaid leaves of absence at the option of the employee.

### Section 5 Payoff

In the event of termination of employment, regardless of the reason, the employee's comp time bank shall be settled as provided under the FLSA.

### Section 6 Schedule

Except in extenuating circumstances, the City will notify the employee within forty-eight (48) hours of any change in the employee's regular scheduled work time; provided further, an employee's schedule will not be altered on a day-to-day basis for the sole purpose of avoiding the payment of overtime.

### Section 7 Call-Out/Standby Pay

Employees who are called out to perform work shall receive a minimum of two (2) hours pay or actual hours worked. Employees who are placed in "standby status" on their normal day or days off will receive one (1) hour pay whether called out or not. On Saturdays and Sundays, "standby status" will be a minimum of two (2) hours pay whether called out or not. Any employee who received a call-out and reports to work will receive minimum call out pay.

**ARTICLE XXI - WAGES AND LONGEVITY**

**Section 1 Wage Scale**

Current Employees are grandfathered and shall be paid in accordance with the rates set forth in the City of Avon Park Wage Scale. Compensation Table for new employees and those promoted to higher class is attached.

**Section 2 Change in Pay on Promotion, Permanent Transfer or Demotion**

When an employee is promoted or permanently transferred or demoted, he shall be paid at the next highest rate for the job to the rate he was making in the job he formerly held without regard to his pay longevity. In the case of disciplinary demotion, the employee will be paid the rate for the new job consistent with his pay longevity. In either event, the employee's City seniority for the purpose of calculating the right to other benefits shall not be affected.

**Section 3 Pay for Required State Licenses**

When an employee is required by the City to obtain a state license and is assigned to work in a capacity requiring such license they shall be paid an additional Two hundred Dollars (\$200.00) per year, per license, or a proportionate amount, if their assignment is less than a year. The payment will be made the first pay period following the employee's anniversary date of their permanent assignment. The City shall determine the number, if any, of other employees it wishes to hold such state certification as backup. Employees obtaining such certification with prior City approval will receive the same annual pay as a permanently assigned water treatment or waste water treatment operator. Except in the case of any employee previously receiving extra compensation for different classes of a license, effective with this Agreement, different classes of a license shall be treated as a single license for compensation purposes.

**Section 4 Wage Increase**

- A. Effective upon ratification of this Agreement by both parties, the parties agree to increase the last pay step of both wage scales by 1.5%.
- B. For Fiscal Year 2015-2016, the parties agree to a wage reopener.

<b>Deleted:</b> Fiscal Year 2011 - All bargaining unit employees shall receive a one time bonus as listed
<b>Deleted:</b> Council's
<b>Deleted:</b> agreement. Fiscal Year 2012 - The City and
<b>Deleted:</b> Union will have a
<b>Deleted:</b> reopener.
<b>Deleted:</b> 2013 - The City and
<b>Deleted:</b> Union will have

**ARTICLE XXII - PREVAILING RIGHTS**

**Section 1 General**

There shall be no benefits implied or otherwise accruing to the benefit of the bargaining unit or members thereof, except benefits as herein expressly provided.

**Section 2 Damaged Personal Equipment**

Any employee who, during the course of their employment shall incur any damage to their clothing or personal property, shall be reimbursed up to 100% unless it is established that the loss or notification of the loss or damage was caused by neglect of the employee. The City Manager, or his/her designee, will investigate the incident and make final determination as to the City being involved or if the loss or damage is the fault of the employee.

### **Section 3 Outside Employment**

Employees shall not work at any other job, either part of full time, without first seeking permission from the City Manager or his/her designee. No City vehicle or equipment shall be used in outside employment or for transportation to or from outside employment. Such permission will not be denied if the employee may legally perform the job and the nature and hours of the job will not, in the City Manager's opinion, interfere with the efficient operation of the Department. The City shall not have the responsibility to make any accommodations for other jobs and if another job held by an employee in any way interferes with the performance of an employee or the efficiency of the Department, the employee must, at the City Manager's request, give up the other job or jobs. Failure to do so will result in discharge.

## **ARTICLE XXIII - SEVERABILITY CLAUSE**

### **Section 1 Laws**

If this Agreement or any provision, section, subsection, sentence, clause, phrase or word of this Agreement is in conflict with any law as finally determined by a court of competent jurisdiction, that portion of this Agreement in conflict with said law or court interpretation of the law shall be null and void, but the remainder of this Agreement shall remain in full force and effect with it being presumed that the intent was to enter into this Agreement without such invalid portion or portions.

### **Section 2 Negotiation**

Should any Article of this Agreement be rendered invalid as described above, it shall be renegotiated under Chapter 447 of the Florida Statutes provided that a request of such renegotiations be made within fourteen (14) days of a final decision of invalidity.

## **ARTICLE XXIV - NO STRIKE**

### **Section 1 No Strike**

AFSCME agrees that during the term of this Agreement it shall not participate in, authorize, condone, excuse, ratify, instigate, or support in any manner any concerted failure to report for duty, concerted absence of employees from their positions, concerted stoppage of work, concerted submissions of resignations, concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or deliberate and concerted course of conduct which adversely affects the services of the public employer, including but not limited to the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

### **Section 2 City's Right to Relief**

Should AFSCME breach this Article, AFSCME agrees that the City may proceed to the appropriate court and, without notice, obtain an injunction against such breach, that the City may recover from AFSCME or its successor in interest such damages as may be incurred and that the City Manager or his/her designee has determine the employee's involvement.

**Section 3 Employee Participation**

Any employee who participates in, or promotes a strike, work stoppage, slowdown or other form of interference with the operation and mission of the City administration shall be subject to discipline up to and including discharge only after hearing with the City Manager or his/her designee has determined the employee's involvement.

**Section 4 AFSCME Assistance**

In the event of a strike, work stoppage or interference, as defined presently in the Public Employees Relations Act, with the operation and accomplishment of the mission of the City administration, the president of AFSCME, or his/her designee, shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized AFSCME representative shall notify the City within twenty-four (24) hours after the commencement of such strike, work stoppage or other forms of interference what measures it has taken to comply with the provision or the provisions of this Article.

**Section 5 Suspension of Agreement**

Failure to abide by the terms set forth in this Article shall allow the City Council to unilaterally suspend this Agreement.

**ARTICLE XXV - MISCELLANEOUS**

**Section 1 Changes**

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of the parties during the term of this Agreement and ratification as provided by law.

**Section 2 Priority**

This Agreement shall supersede any policies or practices of the City promulgated and adopted by the City Council which expressly conflict with a specific provision of this Agreement.

Deleted: regulations  
Deleted: or the Civil Service Board

**ARTICLE XXVI - DISCIPLINE AND DISCHARGE**

**Section 1 Probationary Employees**

Probationary employees serve at the will and pleasure of the City during their initial probationary period and may be disciplined or discharged for any reason or no reason unless prohibited by law. During the initial probationary period, the employee shall not be entitled to submit disciplinary grievances under Article X nor may AFSCME file disciplinary grievances under Article X in their behalf, except for the limited purpose of name clearing in the event of separation.

Deleted: six (6) months

**Section 2 Types of Discipline**

The City recognizes the following types of disciplinary actions:

- A. Counseling
- B. Oral Reprimand
- C. Written reprimand

- D. Suspension without pay
- E. Probation
- F. Demotion
- G. Discharge

Counselings and oral reprimands shall be sealed and marked "Invalid" if no other discipline for the same offense has occurred within the past twelve (12) months.

Written reprimands shall be sealed and marked "Invalid" if no other discipline for the same offense has occurred within the past twenty-four (24) months.

It is recognized that the type of discipline utilized may vary in each case depending on the employee's past work record, seniority, the severity of the conduct and other operational factors, and nothing shall require the City to utilize one or more forms of discipline as a condition precedent to utilization of another form of discipline. However, for the purposes of evaluating an employee's prior disciplinary record in determining what type of discipline to issue, only the types of discipline set forth in this Section will be considered.

### **Section 3 Discipline Other Than Discharge**

All employees may be disciplined by counseling, oral reprimand, written reprimand, suspension without pay, probation, demotion for any action or failure to act which adversely affects the ability of the employee and/or fellow employees to efficiently perform their job responsibilities and/or adversely affects the efficient operation of City government or any department, division, or area of City government.

### **Section 4 Discharge**

- A. Probationary, provisional and temporary employees serve at the will of the City and may be disciplined or discharged for any reason not prohibited by law.
- B. Employees who have successfully completed their initial probationary period may be disciplined or discharged for any of the following reasons or for any other just cause.
  - 1. Incompetence or inefficiency in the performance of duties.
  - 2. Possession, use, sale, attempt to sell or procure illegal controlled substances either on or off duty or alcoholic beverages while on duty, on City property or while operating or riding in or on City equipment.
  - 3. Reporting to work under or while on duty being under the influence of illegal controlled substances or alcoholic beverages.
  - 4. Insubordination.
  - 5. Refusal to fully and truthfully cooperate in an investigation related to the operation of the City conducted by or at the direction of the City.
  - 6. Interfering with the work of other employees or refusal to perform assigned work.
  - 7. Excessive absenteeism or tardiness.

8. Political campaigning in writing, orally, or telephonically on the job or during duty hours of other employees, whether the campaigning employee is on or off duty.
9. Carelessness and/or negligence in the handling or control of City property, or the misappropriation of City property.
10. Discourteous, insulting, abusive or inflammatory language or conduct toward the public, a fellow employee or employees.
11. Absence from duty without authority, including refusal to report to duty at any time.
12. Acceptance of a gift under circumstances from which it could reasonably be inferred that the giver expected or hoped for preferred or favored treatment in an official or departmental/agency matter.
13. On or off the job conduct which adversely affects the ability of the employee to perform his/her duties and/or the duties of other employees and/or adversely affects the efficient operation of the City government or any department, division or area of City government.
14. Lying or falsification of any document or any other dishonesty connected with the employee's employment or in any way related to the operation of City government or any department, division or area of City government.
15. Unauthorized personal possession of firearms or possession of explosives while on duty or while on City property.
16. Horseplay, fighting, unsafe conduct or other misconduct while on duty or on city property.
17. Violation of a posted or otherwise known City departmental rule, procedure, order, regulations or state or City statute or ordinance which is related to the employee's employment.
18. Any fraudulent, criminal or dishonest act(s) committed acting alone or in collusion with others, including but not limited to stealing, embezzlement, extortion, assault or vandalism, whether committed on or off the job.
19. Improper racial or sexual comments, harassment or acts.
20. Violations of Florida Statute 447.505, prohibiting public employees from participating in any strike against a public employer.
21. Conviction of any crime where the conduct involved could reasonably expected to impact the performance of the employee or the efficient operation of government, or conviction of any felony.
22. Loss of a state or federal license or certificate required or essential to the performance of the employee's job.
23. Accumulative disciplinary action, not one of which standing alone warrants discharge.

Deleted: contract

24. Abuse of sick leave, or false claim of eligibility for such leave.
25. Threatening, intimidating, coercing or interfering with fellow employees or supervision at any time, including abusive language.
26. Reporting to work or working while unfit for duty, either medically, mentally or physically.
27. Performing unauthorized work outside of the City right-a-way or property
28. Failure to work overtime, special hours or special shifts after being scheduled according to overtime and standby duty policies.
29. Leaving his/her post at the end of the scheduled shift without being relieved by the supervisor or the relieving employee on the incoming shift, for those units operating on a 24-hour basis.
30. Refusing to submit to a drug or breathalyzer test under departmental rules and regulations.
31. Inability to perform one's duties.

**Section 5 Right to Respond**

Where an employee has been disciplined by oral warning, written warning and the employee disagrees with the discipline, he shall have the right to submit a written statement of position to the department head, or his/her designee, which if submitted within ten (10) calendar days of the discipline shall be included in the employee's official and Department's personnel files; however, such discipline may not be subject to grievance or arbitration at that time.

If an employee is disciplined by probation, demotion or a combination of one or more of them with a lesser form of discipline, the employee may file a grievance under Article X, but only in the event such action results in a reduction of his hourly rate of pay may the grievance be subject to arbitration.

In the event an employee is terminated, he may raise as a defense prior discipline, but only as to a specific incident of prior discipline for which he exhausted the response rights of this Section or the grievance procedure in Article X, Section 4.

**Section 6 Notice**

Employees shall, be given copies of all disciplinary actions taken against them except for oral warnings.

**Section 7 Pre-action Conference**

An employee shall be notified in writing of management's intention to take disciplinary action under Section 2 ~~(D), (E), (F), (G)~~ (or a combination of any of them) and the reasons for such action in advance and given an opportunity, upon his request, to explain his position orally or in writing to the management person making the disciplinary decision within seven (7) days; however, where management is considering suspension without pay or discharge, the employee may be immediately suspended without pay. In which a case, if the disciplinary action is not taken or is taken and later reversed the employee shall receive back pay for the period suspended without pay prior to the disciplinary decision.

Deleted: (b)(c)(d)(e)(f).  
 Deleted: with (a) or (b)

**ARTICLE XXVII - DURATION AND TERMINATION**

This Agreement shall be effective upon ratification by both parties and shall expire on September 30, 2016.

**Deleted:** as of the 1<sup>st</sup> day of October, 2011,  
**Deleted:** terminates  
**Deleted:** 2014

SIGNATURES,

\_\_\_\_\_  
 Hector R. Ramos  
 AFSCME Council 79, Region 3

\_\_\_\_\_  
 Julian Deleon, City Manager  
 City of Avon Park

\_\_\_\_\_  
 AFSCME Local 3597

**APPENDIX A**

**JOB CLASSIFICATIONS PER PERC CERTIFICATION NO. 887**

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 ¶

<b>Listed as Issued February 9, 1990</b>	<b>Classes Listed Alphabetically</b>
Laborer	Accounting And Payroll Clerk
Sewer Plant Operator Helper	Assistant Meter Reader
Equipment Operator III	Billing Clerk
Garbage Handler	Equipment Operator I
Meter Reader	Equipment Operator II
Assistant Meter Reader	Equipment Operator III
Semi-Skilled Laborer	Equipment Operator/Mechanic
Water Clerk	Janitor
Equipment Operator II	Laborer
Pipe Fitter	Laborer, Semi-Skilled
Supply And Records Clerk	Laborer, Skilled
Water Plant Operator	Library Aide
Accounting And Payroll Clerk	Meter Reader
Water Plant Operator	Pipe Fitter
Sewer Maintenance Supervisor	Police Communications Dispatcher
Equipment Operator I	School Crossing Guard
Sewer Plant Operator II	Secretary

Sewer Plant Operator I  
School Crossing Guard  
Library Aide  
Secretary  
Secretary/Receptionist  
Billing Clerk  
Equipment Operator/Mechanic  
Police Communications Dispatcher

Secretary/Receptionist  
Sewer Plant Operator I  
Sewer Plant Operator II  
Secretary Plant Operator Helper  
Supply And Records Clerk  
Water Clerk  
Water Plant Operator  
Water Plant Operator Helper

E-20

## Agenda Item Summary

**Subject:** Suggested Budget Changes

**Item No.**

**Placed on Agenda by:** City Manager

**Total Amount of Project:**

**Staff Review:** Yes

**Attorney Review:** Yes

**Recommended Motion(s):**

**Approval**

**Background:** Staff is recommending the following budget changes:

From Infrastructure, \$250,000 budgeted to correct the public parking issues in the back of the Brickell Building, this will include drainage, sidewalks and lighting. This project would be similar to the parking lot improvements for the MLK complex constructed this year.

From Infrastructure, 200,000 budgeted for replace the fences for the Durrah Martin Sports Complex.

At the last meeting, there was a discussion of across the board pay increase for all employees. Staff recommends against this action. The City has two collective bargaining units. Pay increases and benefits are subject to negotiation. Wages and benefits are the only items, which allow the City an equal hand at the negotiating table with the Union.

As background information, for the active fiscal year, the Fire Union negotiated pay increases in return for pension concessions to the City. Neither the City nor the Fire Union opted to open the contract for the upcoming 2016 year for negotiation. In contrast, the AFSME Union opened their contract and negotiated a 1.5% increase on the last pay step.

Keep in mind, that both Fire and General employee unions receive **automatic step pay increases** based on their tenure with the City, not based on performance. These steps stop after the employee tops out.

Since Department Head salaries were discussed at the last meeting, we will emphasize that City Department Heads are not specialized in one discipline; and instead, oversee various work units and/or project. Please consider Table-1 and Table-2 of the multitude of duties.

The following should be noted:

1. Our staffing ratio is 4.7 employees per 1,000 in population, when other similar organizations, are staffed anywhere from 13 to 14 employees per 1,000 in population. This means that we do a lot more with less staffing.
2. When examining Table-1, please note that Public Safety Director Lister over-sees Airport, Fire, Police and Code Enforcement. We previously budgeted \$55,000 for an airport manager position, paid over \$65,000 for a Fire Chief, and paid \$65,000 for a Police Chief. These combined positions total payroll was \$185,000 for past budgeted years. Staff recommends a pay increase for Public Safety Director from \$75,000 to \$80,000.
3. When examining Table-2, please note that Administrative Services Director Sutherland performs the duties of the City Clerk, CRA, and P&Z. In the past, we paid over \$44,000 for a City Clerk, CRA director earned \$55,000, the Zoning Director earned \$50,000. These combined positions total payroll was \$149,000 for past budgeted years. Staff recommends a pay increase for Administrative Services Director from \$75,000 to \$80,000.

**Attachments:** Table-1 and Table-2





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## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

# Memorandum of Agreement

This **Memorandum of Agreement** is entered this 27<sup>th</sup> day of July, 2015, between the **State of Florida, Department of Transportation**, an agency of the **State of Florida**, hereinafter called the "**Department**", and City of Avon Park, hereinafter called the "**Agency**".

The **Department** desires to establish a statewide Global Positioning System (GPS) Reference Station Network for purposes of collecting geodetic GPS data, and the **Agency** consents to allow the **Department** to locate a Reference Station on its property, and in consideration of the mutual covenants, promises, and representations herein set forth, agree as follows:

1. The **Agency** hereby gives permission to the **Department** and its representatives, agents, and contractors, to enter the **Agency's** premises at: 1535 SR 64 West, Avon Park, FL 33825, hereinafter called the **Project Site**, to construct, maintain, and operate the GPS Reference Station, hereinafter called the **Project**, further described in **Exhibit A**, attached and incorporated by reference herein.

2. The **Department** shall be responsible for all costs for the construction, installation, maintenance, and operation of the **Project** described in **Exhibit A**. The **Agency** shall be held harmless and exempt of said responsibilities and, to the extent permitted by law, any damage to the equipment shown in **Exhibit A**.

3. Each party shall designate a representative to administer this **Agreement**, to receive or respond to notices or correspondences in relation to the **Project** at the **Project Site**. All notices or demands which may be given, made, or sent to the following representatives will be deemed to have been fully given, made, or sent when in writing and delivered to the other party by US Mail, facsimile transmission, courier service, or personal delivery:

**To the Department: John Krause, State Surveyor**

**Address: 605 Suwannee Street Tallahassee, Florida 32399**

**To the Agency:**

**Address:**

Any changes to the above representatives or address must be provided to the other party in writing.

4. The **Agency** shall provide written approval of the **Project** location on the **Project Site**. Party representatives will determine the location for the permanent antenna mount and equipment installation.

5. The **Agency** will assess no cost to the **Department** for the use of its premises for the **Project**.

6. The **Agency** will provide electrical service to the **Project** at no cost to the **Department**.

7. Authorized **Department** representatives, or contractors accompanied by a **Department** representative will be allowed to access the **Project Site** at all times. In the event access is needed after regular business hours, the **Department** shall provide reasonable notice, except in an emergency, notice reasonable under the circumstances will be provided.

8. The **Department** agrees to comply with all federal, state, and local laws applicable to this **Project** and the **Agreement**.

9. Either party may terminate this **Agreement** after thirty (30) days advance written notice to the other party. At the end of the time noticed, the **Department** shall, at its own expense, remove all detachable equipment from the Project Site. All items installed by the **Department** and described in Exhibit A shall remain the sole property of the **Department**.

10. This **Agreement** embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this **Agreement** shall supersede all previous communications, representations, or agreements, wither verbal or written, between the parties hereto. The laws of the State of Florida shall govern this **Agreement**.

11. This **Agreement** shall remain in full force and effect until such times as the parties mutually agree in writing to its termination.

12. This **Agreement** shall be binding upon the successors, assigns, and legal representatives of the **Department** and the **Agency**.

13. This **Agreement** shall not be construed to afford any third party rights.

Therefore, the parties have duly executed this **Memorandum of Agreement** on the day first above written.

**City of Avon Park**

**Agency Name**

**By:**

Authorized Signature

**Printed Name: Sharon Schuler**

**Title: Mayor**

**Attest:**

**Name: Maria Sutherland**

**Title: City Clerk**

**State of Florida**

**Department of Transportation**

**By:**

Authorized Signature

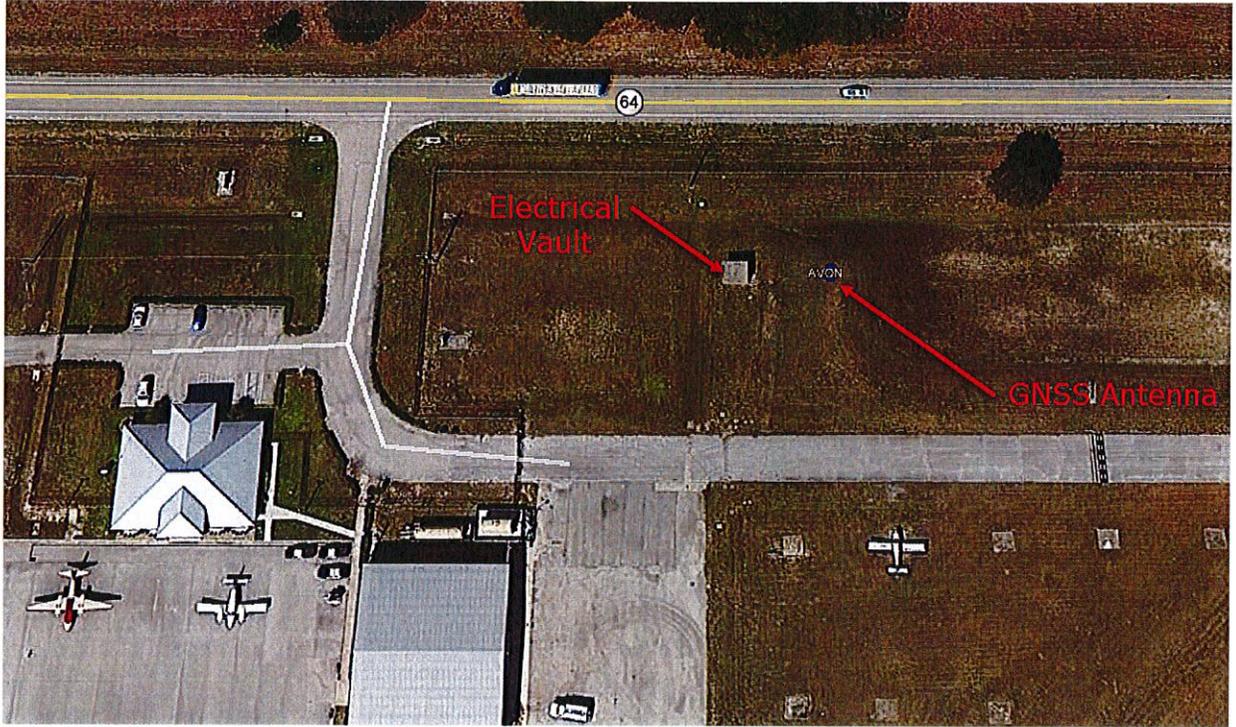
**Printed Name: John Krause**

**Title: State Surveyor**

**Attest:**

**Name: Ronald Hanson**

**Title: Florida Permanent Reference Network  
Manager**



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ORDINANCE 17-15

AN ORDINANCE AMENDING SECTION 2-242 OF THE CITY CODE PROVIDING FOR CLARIFICATION OF THE AUTHORITY OF THE CITY MANAGER AND COUNCIL AS TO ESTABLISHING AND APPROVING SALARIES OF DEPARTMENT HEADS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the city charter states that “[t]he city manager shall be the city’s chief executive officer, and shall direct and supervise the administration of all departments of the city except the office of city attorney” and also states that “[t]he city manager when necessary shall hire, suspend, demote, or dismiss any city employee under the manager’s jurisdiction in accordance with law and the personnel rules approved by resolution of the council”; and,

WHEREAS, the city charter states that “[t]he city manager shall prepare and submit for approval the annual budget, budget message, and capital program to the council, and shall keep the council fully advised as to the financial condition and future needs of the city, and shall make such recommendations to the council concerning the affairs of the city as the manager deems appropriate”; and,

WHEREAS, section 2-242 appears to conflict with those charter provisions, and otherwise conflicts with the city manager’s ability to operate as CEO of the city, subject to approval of budgets and budget amendments approval of the council.

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

SECTION 1. Section 2-242 is amended as follows:

Sec. 2-242. - Establishment of duties and salaries.

The city manager shall propose all department head salaries and any modifications thereto within the annual budget. The city council, by review of the annual budget and motion duly passed, shall either accept or reject the salary for department heads but shall not establish a salary of any specific amount. Job qualifications and job descriptions shall be established in writing by the city manager as part of the city’s personnel policies, and approved or rejected by the city council.

Deleted: establish  
Deleted: and the respective duties and job descriptions of each

SECTION 2. Severability Clause.

Should any sentence, paragraph, section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect (in the general sense) the remainder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid, and in doing so, the court shall attempt to adhere to the legislative intent.

SECTION 3. Conflicts.

Conflicts. All ordinances or parts of ordinances in express conflict with any of the provisions of this Ordinance, which cannot be harmonized by interpretation considering the intent of this Ordinance are hereby repealed.

SECTION 4. Inclusion in the Code.

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

SECTION 5. Effective Date.

This Ordinance shall be effective immediately upon passage.

=====

This Ordinance was read for the first time at the regular  special  session of the City Council held on \_\_\_\_\_. The vote was as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Mayor S. Schuler	..	..	..	..
Deputy Mayor B. Giles	..	..	..	..
Councilman T. Heston	..	..	..	..
Councilman G. Anderson	..	..	..	..
Councilman P. Sutherland	..	..	..	..

This Ordinance was read for the second time at the regular  special  session of the City Council held on \_\_\_\_\_. The vote was as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Mayor S. Schuler	..	..	..	..
Deputy Mayor B. Giles	..	..	..	..
Councilman T. Heston	..	..	..	..
Councilman G. Anderson	..	..	..	..
Councilman P. Sutherland	..	..	..	..

IN WITNESS WHEREOF, the City of Avon Park, Florida, has duly adopted this Ordinance and caused it to be executed by the officers below on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

ATTEST:

CITY OF AVON PARK, FLORIDA

By: \_\_\_\_\_  
Maria Sutherland, City Clerk

By: \_\_\_\_\_  
Sharon Schuier, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Gerald Buhr, City Attorney