CITY OF AVON PARK

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

August 2, 2016

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, August 08, 2016 at 6:00 PM 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 or email the City Clerk: bbarwick@avonpark.cc

Sincerely,

Julian Deleon
City Manager

CITY OF AVON PARK
Highlands County, Florida

CITY COUNCIL REGULAR MEETING
City Council Chamber
123 E Pine St
Avon Park, Fl
August 8, 2016 6:00 PM

A. OPENING

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

B CITIZENS/OUTSIDE AGENCIES

4. Proclamation National Health Center Week 2016
5. Introduction of Housing Authority Director Tracy Rudy

C. CONSENT AGENDA:

6. Approve Minutes of July 25, 2016 Regular Council Meeting.

D. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS

E ADMINISTRATIVE:

10. Chamber: Melissa Hayes Class 1973 Memorial for Mr. & Mrs. Barben
11. HUD Grant $120,000, with 25% match
12. RPAC Interlocal Durrah Martin Project
13. Public Records Requested
14. Budget Discussion on any outstanding issues
15. CDBG Change Order

-

F. CITIZENS PARTICIPATION

H. ADJOURN

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

B-4

B4

CENTRAL FLORIDA HEALTH CARE, INC.

National Health Center Week, 2016

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 7, through 13, 2016,** 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 sixteen.

_____

Sharon Schuler, Mayor
City of Avon Park

C-6

C 6

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
July 11, 2016
6:00 PM

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

Members Absent: Councilman Parke Sutherland

Others Present: City Manager Julian Deleon, Interim City Clerk Bonnie Barwick, City Attorney Gerald Buhr, Public Service Director Jason Lister, Members of the press and audience.

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

CONSENT AGENDA:

City Manager Julian Deleon presented the Consent Agenda:
Approval of Minutes for July 5, 2016 Special Council Meeting
Approval of Minutes for July 11, 2016 Regular Meeting.
Mayor Sharon Schuler questioned the minutes of the July 5, 2016 Special Meeting. She wanted the minutes to be approved separately. Mayor Schuler asked Deputy Mayor Brenda Giles if she was ok with the corrected minutes. Deputy Mayor Giles said she was.
Motion made by Councilman Terry Heston Seconded by Deputy Mayor Brenda Giles to approve the Minutes for July 5, 2016. Motion passed unanimously
Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve the minutes for July 11, 2016. Motion passed unanimously.

D: City Manager Julian Deleon addressed the Council regarding the Brickell Building. He discussed Donaldson Park. Deputy Mayor Brenda Giles asked City Manager Deleon about the CDBG Grant, and to keep the Council informed regarding this grant.

E Administrative:
10 Ordinance **06-16A** CRA Amending Ordinance 822 1st reading;
City Attorney Gerald Buhr read the title of Ordinance 06-16A into the record. City Manager Deleon explained to the Council the need for this Ordinance. **Motion** made by Deputy Mayor Brenda Giles, Seconded by Council Person Dora Smith to approve 1st reading of Ordinance 06-16A as presented. Motion passed unanimously.

11- Budget Adjustments: City Manager Julian Deleon went over the Budget Adjustments. He stated the first one was for repair and maintenance on the Sanitation Vehicles, also the repair and replacement of Clay Pipe. The second Budget Adjustment was for repair and maintenance on the Fire Dept. Equipment.

Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve the Budget Adjustments as presented. Motion passed unanimously.

12- Jingle Bell Run:
Motion made by Deputy Mayor Giles, Seconded by Councilman Terry Heston to approve the Jingle Bell Run for December 9, 2016 as presented. Motion carried unanimously.

13- TDC Rebranding: Councilman Terry Heston addressed the Council regarding the Rebranding. He stated that this item was going back before the County Commissioners for further ideas... Mayor Schuler and Melissa Hayes from the Chamber were both at the last meeting. The next meeting will be on August 4th at 8:30. Mayor Schuler said she was planning on attending the meeting.

14-Ordinance 20-16 Fire Pension, Amending Section 50-54 1st Reading: City Manager Julian Deleon read the title of Ordinance 20-16 into the record. Warren West, with the Avon Park Fire Dept. spoke in favor of the Ordinance.
Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve 1st reading of Ordinance 20-16 as read. Motion passed unanimously.

15- Ordinance 21-16 Fire Pension, Amending Section 50-80 1st reading. City Attorney Gerald Buhr read the title of Ordinance 21-16 into the record.
Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve 1st reading of Ordinance 21-16 as read. Motion passed unanimously.

16- Budget Discussion: Mayor Sharon Schuler asked if it was budgeted to hire a mechanic. City Manager Julian Deleon stated it was not. That we had a good agreement with outside maintaince for the vehicles. Mayor Schuler asked if everyone was happy with the agreements, and it was agreed they were.

F CITIZENS PARTICIPATION:
Mayor Sharon Schuler spoke regarding the ongoing public records requests between the City and Apollo Investigations. She felt the Council had stated that the investigation was over. City Manager Deleon stated that he had put up $5,000.00 of his own money so he could get the public record needed to defend the staff at City Hall. Tom Macklin addressed the Council regarding sections of Mr. Pierce's contract. He complimented Attorney Buhr regarding the wording in the contract. According to some of the sections of the Contract between the Council and Mr. Pierce, Mr. Pierce was in breach of his contract. He was charging the City for copies of the Public Records that he is suppose to turn over to the City. Mr. Pierce's contract did not officially end until last week. Mr. Macklin also stated that he was interested in forming an independent citizen committee to review all the records from the investigation. City Manager Deleon asked Mayor Schuler if she was telling him, he could not ask for public records, she told him no. After further discussion regarding Mr. Pierce's breach of contract, City Attorney Gerald Buhr stated he would get with Mr. Pierce on Tuesday to find out when the entire records would be released to the City. It was discussed that Mr. Pierce could not charge the City for copies of its own records.

Meeting adjourned at 7:15 PM

Recorded and transcribed by
Bonnie Barwick, Interim City Clerk

Attest: Bonnie Barwick, Interim City Clerk

Mayor Sharon Schuler

E-10

E 10

Bonnie Barwick

From: Director [director@theapcc.net]
Sent: Tuesday, August 02, 2016 2:56 PM
To: Bonnie Barwick
Subject: City Council Agenda

Bonnie,
Per our phone conversation, I would like to request to be put on the agenda for the upcoming council meeting, representing the APHS Class of 1973. They would like permission to plant a tree or place some sort of "In honor of" item, with a plaque to remember Mr. & Mrs. Barben for all of their community involvement and support.
Thanks,
Melissa

Melissa Finger, Executive Director

Avon Park Chamber of Commerce | 28 East Main Street, Avon Park, FL 33825
863-453-3350 | www.theapcc.net | members@theapcc.net

Heartland National Bank
Locally Owned, Community Minded
FLORIDA HOSPITAL
HEARTLAND MEDICAL CENTER
DUKE ENERGY. FLORIDA
HIGHLANDS NEWS-SUN
YOUR HOMETOWN NEWSPAPER SINCE 1927
HARBOR COMMUNITY BANK

E-11

Agenda Item Summary

Subject: HUD grant for up to $120,000 with 25% match

Item No. E-11

Placed on Agenda by: **City Manager**

Total Amount of Project: See table with fiscal impact

Staff Review: Yes

Attorney Review:

Recommended Motion(s):

1. Move to authorize the 25% budget match funding for a HUD Permanent Supportive Housing Grant to provide the homeless with safe housing with a fiscal impact of $19,000.

.

Background: As our financial situation has improved, we have the opportunity to apply for a HUD grant to help the homeless in our community secure housing. The City limits of Avon Park would receive first priority.

The grant allowable amount is up to $120,000 with a 25% local government match. Staff recommends budgeting $19,000. Deputy Mayor Gray is the new Executive Director for the Heartland Homeless Coalition, and her office would help the City apply for these HUD funds to help those with the most need.

Grant award	City Match
$ 125,000	$ 31,250
$ 100,000	$ 25,000
$ 75,000	$ 18,750
$ 50,000	$ 12,500
$ 30,000	$ 7,500

E-12

Agenda Item Summary

Subject: RPAC Contract approval

Item No. E 12

Placed on Agenda by: City Manager

Total Amount of Project:

Staff Review: Yes

Attorney Review:

Recommended Motion(s):

1. Approval

Background: We initially approved the contract provided by the County for the 50% match to Durrah Martin. The County Attorney has made some changes.

Exhibit-A, reflects these new changes.

Exhibit-B, is the new agreement which has been approved by the BCC on August 2, 2016.

E 12
EXHIBIT A

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

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

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

1. The purpose of this Interlocal Agreement is to provide for cooperative funding for improvements to the parking areas, partial fence replacement, installation of ADA compliant sidewalks, and new lighting for the Durrah-Martin sports complex in Avon Park, Florida (herein referred to as the "Project").

2. The parties agree that the CITY shall be responsible for all bidding, contracting and supervision of the Project. The CITY agrees to follow its adopted procedures for the awarding of contracts for work of this nature.

3. The COUNTY agrees to reimburse the CITY ~~up to $216,023.00~~fifty percent of the verifiable costs for capital purchases of the Project or $216,023.00, whichever is less, in infrastructure funds set aside for recreation and shall have no obligation to pay any costs beyond this maximum amount. The CITY shall be the lead party to this Interlocal Agreement and shall pay all Project costs prior to requesting reimbursement from the COUNTY. The CITY and COUNTY understand and agree that ~~there shall be no reimbursement of funds by the COUNTY for any expenditure~~the CITY shall be responsible for all Project costs in excess of $~~216,023.00, or~~432,046.00, and for any expenditures which are not for infrastructure as defined in Section 212.055(2), Florida Statutes.

4. The CITY agrees to save and hold the COUNTY, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the CITY's obligations contained herein to bid, contract and supervise the Project. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

5. This Interlocal Agreement shall become effective upon the execution by the CITY and the COUNTY.

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

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

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

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

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

DATED this _____ day of _____, 2016.

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

By:_____
James L. Brooks, Chairman

Attest:

_____
Robert W. Germaine, Clerk of Court

APPROVED AS TO FORM:

_____
J. Ross Macbeth, County Attorney

Document comparison by Workshare Professional on Friday, July 22, 2016 12:36:07 PM

Input:	
Document 1 ID	file://G:\COUNTY\Interlocal Agreements\Avon Park\4-20-16 draft interlocal for durrah-martin-city of ap.doc
Description	4-20-16 draft interlocal for durrah-martin-city of ap
Document 2 ID	file://G:\COUNTY\Interlocal Agreements\Avon Park\4-20-16 draft interlocal for durrah-martin-city of ap 07212016.doc
Description	4-20-16 draft interlocal for durrah-martin-city of ap 07212016
Rendering set	Standard

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	Count
Insertions	4
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0

E 12
EXHIBIT B

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

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

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

1. The purpose of this Interlocal Agreement is to provide for cooperative funding for improvements to the parking areas, partial fence replacement, installation of ADA compliant sidewalks, and new lighting for the Durrah-Martin sports complex in Avon Park, Florida (herein referred to as the "Project").

2. The parties agree that the CITY shall be responsible for all bidding, contracting and supervision of the Project. The CITY agrees to follow its adopted procedures for the awarding of contracts for work of this nature.

3. The COUNTY agrees to reimburse the CITY fifty percent of the verifiable costs for capital purchases of the Project or $216,023.00, whichever is less, in infrastructure funds set aside for recreation and shall have no obligation to pay any costs beyond this maximum amount. The CITY shall be the lead party to this Interlocal Agreement and shall pay all Project costs prior to requesting reimbursement from the COUNTY. The CITY and COUNTY understand and agree that the CITY shall be responsible for all Project costs in excess of $432,046.00, and for any expenditures which are not for infrastructure as defined in Section 212.055(2), Florida Statutes.

4. The CITY agrees to save and hold the COUNTY, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the CITY's obligations contained herein to bid, contract and supervise the Project. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

5. This Interlocal Agreement shall become effective upon the execution by the CITY and the COUNTY.

6. The CITY is responsible for obtaining all permits, licenses, agreements, leases, etc. required for the Project.

7. The CITY shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The CITY shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the CITY, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

8. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the CITY refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

9. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the CITY's non-compliance with the terms and conditions of this Interlocal Agreement if the CITY fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the CITY fails to cure such material non-compliance within the time allowed, the CITY agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

10. Following receipt of an audit report identifying any reimbursement due the COUNTY, the CITY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

11. This Interlocal Agreement has been executed pursuant Section 163.01, Florida Statutes.

12. This Interlocal Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Interlocal Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto and attached to the original of this Interlocal Agreement.

13. This Interlocal Agreement is binding upon the parties, their successors and assigns.

14. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement, including the operation or maintenance duties related to the Project, without the written consent of the other party.

15. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.

16. The CITY recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the CITY shall:

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

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

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

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

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

DATED this 2nd day of August, 2016.

BOARD OF COUNTY COMMISSIONERS SEAL

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

By: _____
James L. Brooks, Chairman

Attest:

_____
Robert W. Germaine, Clerk of Court

APPROVED AS TO FORM:

_____
J. Ross Macbeth, County Attorney

DATED this _____ day of _____, 2016

CITY OF AVON PARK

By:_____
Sharon Schuler, Mayor

Attest:

_____
CITY Clerk

LEGAL REVIEW: APPROVED AS TO FORM:

_____
Gerald Burh, CITY Attorney

E:\COUNTY\PARKS AND RECREATION\interlocal for flooring for ap rec center 090914.doc

E-15

Agenda Item Summary

Subject: CDBG Update

Item No. E 15

Placed on Agenda by: **City Manager**

Total Amount of Project: $961,867 ($750K GRANT)

Staff Review: Yes

Attorney Review:

Recommended Motion(s):

1. Authorize funding for either 2016/2017 or 2017/2018 fiscal year in the amount of $300,000, which would pay for any unexpected considitions.

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Background: The advertised bid for the CDBG project Exhibit-A was the original approved project submitted to the State of Florida.

At a later time, the CRA/CC boards wanted changes. The State would not approve the changes, so we had to bid the original project, without the changes.

The changes encompass an 8-ft multipath, a community pavilion.

Exhibit-A is for $876,760 (Original)
Exhibit-B is for $961,867 (Amended with changes)

The grant amount is for $750,000. The added amount is $211,867. This amount would be paid from the City Infrastructure fund.

Staff recommends against increasing the lighting from 25 fixtures to 38 fixtures. In the past, we have constructed lighting projects for North Lake, and South Lake for approximately $5,000 to $6,000 per fixture. For this project, the contractor is quoting the lighting at $18,000 per light, so we recommend sticking with the original 25 fixtures and not going to 38 fixtures. The addition of 13 more lighting fixtures would require another $234,000. The $18,000 price per light seems high compared to past City jobs. Other than this, the bid unit amounts seem in-line.

EXHIBIT- A

ORIGINAL BID

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): (See Chart Below)

Total of Bid Items 1 thru 15 EIGHT HUNDRED SEVENTY SIX THOUSAND SEVEN HUNDRED FIFTY NINE AND 78/100 DOLLARS	$ 876,759.78

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

BASIS OF BID

Bid Item No.	Description	Unit Estimated Quantity	Bid Price
1	Pavement Restoration	2,200 yd² @ $ 34.51 /yd² =	$ 75,922.00
2	Sidewalks Removed & Replaced	560 yd² @ $ 58.13 / yd² =	$ 32,552.80
3	Curb and Gutter (Type F)	1,000 L.F. @ $ 20.40 / L.F. =	$ 20,400.00
4	Inlets (Type 5)	2 Inlets @ $ 4639.62 / L.F. =	$ 9,278.72
5	Culverts	44 LF of 18" RCP @$ 92.24 /L.F.=	$ 4,058.56
		35 LF of 15" RCP @$ 117.59 /L.F. =	4115.65
6	Mitered End Section	1 Mitered End @$ 1255.90 /M.E.S.=	$ 1255.90
7	Retention Pond	470 yd³ of Excavation @$ 23.43 /yd³=	$ 11,012.10
8	Sod (Bahia)	1,800 yd² @ $ 2.75 /yd² =	$ 4,950.00
9	New Driveways (6" concrete)	400 yd² @ $ 55.57 / yd² =	$ 22,228.00
10	Fence (72" chain link with gate)	240 ft @ $ 41.82 / L.F. =	$ 10,036.80
11	Stamped Concrete (6" thick)	340 yd² @ $ 183.71 / yd² =	$ 62,461.40
12	Street Lights	25 lights @ $ 18,032.23 / light =	$ 450,805.75
13	Underground Utility Placement: Allowance for Duke Energy placement of overhead lines to underground lines.		$ 100,000
14	Park Benches Installed	10 Benches @ $ 3,386.52 benches =	$ 33,865.20
15	Garbage Receptacles Installed	10 Receptacles @ $ 3,381.69 /Receptacles =	$ 33,816.90
	Total of All Bid Prices		$876,759.78

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EXHIBIT – B

CHANGES ~~[illegible]~~ BASED ON CRA

City of Avon Park Streetscape Project: South Delaney Avenue

Bid Item	Description	Bid Estimate Quantity	Revised Estimated Quantity	Bid Price
1	Pavement Restoration	2200 YD^2	2,359 YD^2	81,409.09
2	Sidewalks Removed & Replaced	560 YD^2	680 YD^2	39,528.40
3	Curb & Gutter (Type F)	1,000 L.F.	1,330 L.F.	27,132.00
4	Inlets (Type 5)	2	2	9,278.72
5	18" RCP	44	0	
	15" RCP	35	123	14,463.57
6	Mitered End Section	1	1	1,255.90
7	Retention Pond	470 YD^3	213 YD^3	4,990.59
8	Sod	1,800 YD^2	670 YD^2	1,842.50
9	New Driveways (6" Concrete)	400 YD^2	400 ~~116~~ YD^2	22,228.00
10	Fence	240 L.F.	240 L.F.	10,036.80
11	Stamped Concrete	340 YD^2	201 YD^2	36,925.71
12	Street Lights	25	25 ~~38~~	450,805.75
13	Underground Utilities	$100,000	$100,000	100,000.00
14	Park Benches Installed	10	7	17,583.79
15	Gargage Receptacles	10	10	28,601.10
16	Parking Lot	0	642 YD^2	31,416.96
17	New Pavillion	0	1	36,955.52
18	Multi-Use Path	0	723 ~~1,123 YD^2~~	42,027.99
19	Stormwater Man Hole	0	1	5,384.16

Total: $961,866.55

Kyle Cobb 8/3/16

Kyle Cobb / L. Cobb Construction

★ Bid Item 18 is for an 8' wide 4" thick MU Path.