CITY OF AVON PARK

Highlands County, Florida

110 East Main Street

Avon Park, Florida 33825

August 4, 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, August 10, 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,

Julian Deleon
City Manager

CITY OF AVON PARK
Highlands County, Florida

CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St., Avon Park, FL
MONDAY, August 10, 2015
6:00 PM

A. OPENING

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

B. CITIZENS/OUTSIDE AGENCIES

4. **Carl Bennett/ 432 W Bell** request for liens/ fines reduction /forgiveness

C. CONSENT AGENDA:

7. Approve Regular Council Meeting Minutes, July 27, 2015

D. COMMITTEE REPORTS/ ATTY UPDATES/ ANNOUNCEMENTS/ PRESENTATION

E. ADMINISTRATIVE:

12. **RFP 100-15 Property, Casualty & General Liability Insurance**

13. **Ordinance 15-15Second Reading**
    Natural Gas Franchise Agreement with Peoples Gas
    -Public Hearing Required

14. **Ordinance 17-15 Second Reading**
    Clarifying Department Head Salary authority from Council To City Manager
    -Public Hearing Required

15. **Fire Assessment Updated Report (On-City-Website only)**

16. **E.D C. Discussion**

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

A-22-33-28-010-0290-0051
432 W BELL ST
AVON PARK, FL 33825

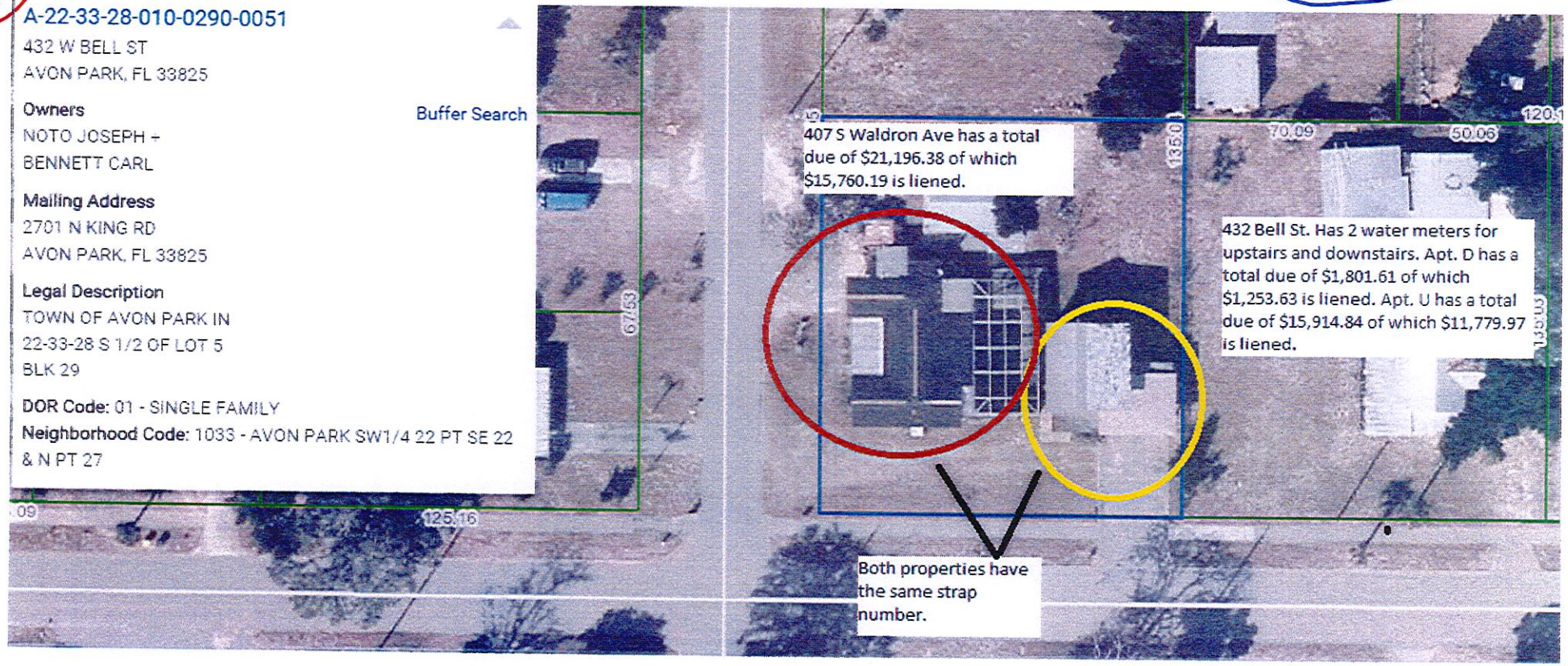
Owners
NOTO JOSEPH +
BENNETT CARL

Buffer Search

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



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)

407 Waldron
(red circled)

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

garbage $62.31
late fees $3,723.79
$3,786.10

******TRANSACTION****** DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL AMOUNT
6/29/15	BILL	CYCLE BILL	21181.38	15.00	21196.38
6/16/15	ADJ	LATE FEE		1001.31	
5/28/15	BILL	CYCLE BILL	20164.76	15.31	20180.07
5/18/15	ADJ	LATE FEE		952.90	
4/29/15	BILL	CYCLE BILL	19195.86	16.00	19211.86
4/15/15	ADJ	LATE FEE		906.76	
3/27/15	BILL	CYCLE BILL	18273.10	16.00	18289.10
3/16/15	ADJ	LATE FEE		862.82	
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

Not liened

liened

ACCOUNT BILLING HISTORY
SUMMARY

(12/27/07 TO 99/99/99)

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

******TRANSACTION****** DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL 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

(12/27/07 TO 99/99/99)

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

******TRANSACTION****** DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL AMOUNT
10/18/11	ADJ	LATE FEE		101.48	
9/28/11	BILL	CYCLE BILL	2163.34	20.00	2183.34
9/19/11	ADJ	LATE FEE		95.69	
8/30/11	BILL	CYCLE BILL	2047.65	20.00	2067.65
8/18/11	ADJ	LATE FEE		90.18	
7/29/11	BILL	CYCLE BILL	1937.47	20.00	1957.47
7/19/11	ADJ	LATE FEE		84.94	
6/29/11	BILL	CYCLE BILL	1832.53	20.00	1852.53
6/20/11	ADJ	LATE FEE		79.94	
5/31/11	BILL	CYCLE BILL	1732.59	20.00	1752.59
5/19/11	ADJ	LATE FEE		75.18	
4/29/11	BILL	CYCLE BILL	1637.41	20.00	1657.41
4/18/11	ADJ	LATE FEE		70.65	
3/29/11	BILL	CYCLE BILL	1546.76	20.00	1566.76
3/17/11	ADJ	LATE FEE		66.33	
2/25/11	BILL	CYCLE BILL	1460.43	20.00	1480.43
2/17/11	ADJ	LATE FEE		62.22	
1/28/11	BILL	CYCLE BILL	1378.21	20.00	1398.21
1/18/11	ADJ	LATE FEE		58.30	
12/28/10	BILL	CYCLE BILL	1299.91	20.00	1319.91
12/20/10	ADJ	LATE FEE		54.58	
11/30/10	BILL	CYCLE BILL	1225.33	20.00	1245.33
11/16/10	ADJ	LATE FEE		51.02	
10/27/10	BILL	CYCLE BILL	1154.31	20.00	1174.31
10/14/10	ADJ	LATE FEE		47.64	
9/24/10	BILL	CYCLE BILL	1086.67	20.00	1106.67
9/14/10	ADJ	LATE FEE		44.42	
8/25/10	BILL	CYCLE BILL	1022.25	20.00	1042.25
8/13/10	ADJ	LATE FEE		41.35	
7/26/10	BILL	CYCLE BILL	960.90	20.00	980.90
7/14/10	ADJ	LATE FEE		38.43	
6/24/10	BILL	CYCLE BILL	902.47	20.00	922.47
6/15/10	ADJ	LATE FEE		35.65	
5/26/10	BILL	CYCLE BILL	846.82	20.00	866.82
5/14/10	ADJ	LATE FEE		22.00	
4/26/10	BILL	CYCLE BILL	804.82	20.00	824.82
4/16/10	ADJ	LATE FEE		21.00	
3/26/10	BILL	CYCLE BILL	763.82	20.00	783.82
3/16/10	ADJ	LATE FEE		20.00	
2/24/10	BILL	CYCLE BILL	723.82	20.00	743.82
2/12/10	ADJ	LATE FEE		19.00	
1/25/10	BILL	CYCLE BILL	684.82	20.00	704.82
1/11/10	ADJ	LATE FEE		18.00	
12/22/09	BILL	CYCLE BILL	646.82	20.00	666.82
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

ACCOUNT BILLING HISTORY
SUMMARY

(12/27/07 TO 99/99/99)

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

******TRANSACTION****** DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL 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-	
12/27/07	BILL	CYCLE BILL	.00	54.62	54.62

TOTALS BY CATEGORY

TOTAL PAYMENTS . . . . . : 56.62-

GB Adjustments . . . . . : .00
SW Adjustments . . . . . : .00

ACCOUNT BILLING HISTORY
SUMMARY

(12/27/07 TO 99/99/99)

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

TOTALS BY CATEGORY

WA Adjustments . . . . . :	.00
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 . . . . :	
CONSUMPTION ESTIMATE . . . . :	.00
DEMAND CONSUMPTION ESTIMATE . :	.00
AVERAGE CONSUMPTION . . . . . :	.11
AVERAGE DEMAND CONSUMPTION . :	.00
TOTAL CONSUMPTION . . . . . :	611.00
TOTAL DEMAND CONSUMPTION . . :	.00
TOTAL READING DAYS . . . . . :	5449

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

ACCOUNT BILLING HISTORY
SUMMARY

(3/13/15 TO 7/01/15)

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

******TRANSACTION****** DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL AMOUNT
6/29/15	BILL	CYCLE BILL	21181.38	15.00	21196.38
6/16/15	ADJ	LATE FEE		1001.31	
5/28/15	BILL	CYCLE BILL	20164.76	15.31	20180.07
5/18/15	ADJ	LATE FEE		952.90	
4/29/15	BILL	CYCLE BILL	19195.86	16.00	19211.86
4/15/15	ADJ	LATE FEE		906.76	
3/27/15	BILL	CYCLE BILL	18273.10	16.00	18289.10
3/16/15	ADJ	LATE FEE		862.82	

TOTALS BY CATEGORY

TOTAL PAYMENTS . . . . . :	.00
GB Adjustments . . . . . :	.00
Other Adjustments . . . . :	3723.79
TOTAL ADJUSTMENTS . . . . . :	3723.79
GB Charges . . . . . :	62.31
TOTAL CHARGES . . . . . :	62.31
TOTAL TRANSFER BALANCE FROM . :	.00
TOTAL TRANSFER BALANCE TO . . :	.00

CONSUMPTION PARAMETERS FOR WATER

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

Jul 1, 2015 4:10:43 PM EDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
Navline

Display Utility Lien Information

Customer ID: 22609 NOTO, JOSEPH

Location ID: 18656 407 S WALDRON AVE

Lien Information

Account balance: 21,196.38

Lien number: 930

Lien type: GARB GARBAGE LIEN

Lien open date: 3/12/15

Lien close date:

Lien amount: 12,934.04

Lien balance remaining: 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

Jul 1, 2015 4:10:57 PM EDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
Nav Line

Display Utility Lien Information

Customer ID: 22609 NOTO, JOSEPH

Location ID: 18656 407 S WALDRON AVE

Lien Information

Account balance: 21,196.38

Lien number: 810

Lien type: **********

Lien open date: 4/13/12

Lien close date:

Lien amount: 1,188.74

Lien balance remaining: 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

Jul 1, 2015 4:11:06 PM EDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR NaviLine

Display Utility Lien Information

Customer ID: 22609 NOTO, JOSEPH

Location ID: 18656 407 S WALDRON AVE

Lien Information

Account balance: 21,196.38

Lien number: 655

Lien type: GARB GARBAGE LIEN

Lien open date: 6/09/11

Lien close date:

Lien amount: 676.51

Lien balance remaining: 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

Jul 1, 2015 4:11:15 PM EDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
NavLine

Display Utility Lien Information

Customer ID: 22609 NOTO, JOSEPH

Location ID: 18656 407 S WALDRON AVE

Lien Information

Account balance: 21,196.38

Lien number: 524

Lien type: UTLI UTILITIES LIEN

Lien open date: 8/27/10

Lien close date:

Lien amount: 480.90

Lien balance remaining: 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

Jul 1, 2015 4:11:25 PM EDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR NaviGine

Display Utility Lien Information

Customer ID: 22609 NOTO, JOSEPH

Location ID: 18656 407 S WALDRON AVE

Lien Information

Account balance: 21,196.38

Lien number: 410

Lien type: GARB GARBAGE LIEN

Lien open date: 3/12/10

Lien close date:

Lien amount: 200.00

Lien balance remaining: 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

Jul 1, 2015 4:11:34 PM EDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
NavLine

Display Utility Lien Information

Customer ID: 22609 NOTO, JOSEPH

Location ID: 18656 407 S WALDRON AVE

Lien Information

Account balance: 21,196.38

Lien number: 355

Lien type: GARB GARBAGE LIEN

Lien open date: 5/27/09

Lien close date:

Lien amount: 280.00

Lien balance remaining: 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
P O BOX 845

AVON PARK FL 33826

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

432 Bell Apt "U" (yellow circle)

******TRANSACTION****** 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	14391.04	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	
2/25/15	BILL	CYCLE BILL	13021.86	16.00	13037.86
2/13/15	ADJ	LATE FEE		620.09	
1/27/15	BILL	CYCLE BILL	12385.77	16.00	12401.77
1/15/15	ADJ	LATE FEE		589.80	
12/29/14	BILL	CYCLE BILL	11779.97	16.00	11795.97
12/18/14	ADJ	LATE FEE		560.95	
12/01/14	BILL	CYCLE BILL	11203.02	16.00	11219.02
11/14/14	ADJ	LATE FEE		533.48	
10/28/14	BILL	CYCLE BILL	10653.54	16.00	10669.54
10/21/14	ADJ	LATE FEE		507.31	
10/01/14	BILL	CYCLE BILL	10130.23	16.00	10146.23
9/18/14	ADJ	LATE FEE		482.39	
8/29/14	BILL	CYCLE BILL	9631.84	16.00	9647.84
8/18/14	ADJ	LATE FEE		458.66	
7/30/14	BILL	CYCLE BILL	9157.18	16.00	9173.18
7/21/14	ADJ	LATE FEE		436.06	
7/02/14	BILL	CYCLE BILL	8705.12	16.00	8721.12
6/23/14	ADJ	LATE FEE		414.53	
6/03/14	BILL	CYCLE BILL	8274.59	16.00	8290.59
5/19/14	ADJ	LATE FEE		394.03	
4/29/14	BILL	CYCLE BILL	7864.56	16.00	7880.56
4/16/14	ADJ	LATE FEE		374.50	
3/27/14	BILL	CYCLE BILL	7474.06	16.00	7490.06
3/18/14	ADJ	LATE FEE		355.91	
2/26/14	BILL	CYCLE BILL	7102.15	16.00	7118.15
2/17/14	ADJ	LATE FEE		338.20	
1/28/14	BILL	CYCLE BILL	6747.95	16.00	6763.95
1/17/14	ADJ	LATE FEE		321.33	
12/30/13	BILL	CYCLE BILL	6410.62	16.00	6426.62
12/16/13	ADJ	LATE FEE		305.27	
11/26/13	BILL	CYCLE BILL	6089.35	16.00	6105.35
11/15/13	ADJ	LATE FEE		289.97	
10/28/13	BILL	CYCLE BILL	5782.85	16.53	5799.38

not liened
Garbage $62.31
Late fees $2,814.67
$2,876.98

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

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
10/18/11	ADJ	LATE FEE			72.94	
9/28/11	BILL	CYCLE BILL		1438.83	20.00	1458.83
9/27/11	TRFB	TRANSFER	TO		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	

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
10/28/09	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)

CUSTOMER: 22609 NOTO, JOSEPH
P O BOX 845

AVON PARK FL 33826

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

******TRANSACTION****** 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	14391.04	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

Jul 1, 2015 4:10:32 PM EDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
Navigator

Display Utility Lien Information

Customer ID: 22609 NOTO, JOSEPH

Location ID: 18652 432 W BELL ST U

Lien Information

Account balance: 15,914.84

Lien number: 656

Lien type: GARB GARBAGE LIEN

Lien open date: 6/09/11

Lien close date:

Lien amount: 1,020.78

Lien balance remaining: 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

Jul 1, 2015 4:10:24 PM EDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
Navigator

Display Utility Lien Information

Customer ID: 22609 NOTO, JOSEPH

Location ID: 18652 432 W BELL ST U

Lien Information

Account balance: 15,914.84

Lien number: 929

Lien type: GARB GARBAGE LIEN

Lien open date: 3/12/15

Lien close date:

Lien amount: 10,759.19

Lien balance remaining: 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

PAGE: 1

(3/12/15 TO 7/01/15)

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	

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

432 Bell (yellow circled)
Apt D

Everything before 3/12/15 has been liened.

Garbage chgs 3/16/15 - 7/1/15 = $62.31
Late Fees " " $312.43
$374.74

not liened since 3/15

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
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	TO		108.38	
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	

ACCOUNT BILLING HISTORY
SUMMARY

(1/28/09 TO 99/99/99)

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

******TRANSACTION****** DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	TOTAL BILL 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 FROM		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-

ACCOUNT BILLING HISTORY
SUMMARY

(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

Jul 1, 2015 4:10:13 PM EDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
Navigate

Display Utility Lien Information

Customer ID: 22609 NOTO, JOSEPH

Location ID: 18650 432 W BELL ST D

Lien Information

Account balance: 1,801.61

Lien number: 932

Lien type: GARB GARBAGE LIEN

Lien open date: 3/12/15

Lien close date:

Lien amount: 1,253.63

Lien balance remaining: 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

C7

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
July 27, 2015
6:00 PM

Members Present: Mayor Sharon Schuler, Deputy Mayor Brenda Giles Councilman Parke Sutherland Councilman Terry Heston,
Members Absent: Councilman Garrett Anderson

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 6:00 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

CITIZENS/OUTSIDE AGENCIES

Proclamation – Central Florida Health Care:
Proclamation to Declare Health Care Week August 4, thru 15, 2015.
Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to accept the proclamation declaring August 4 through August 15, 2015 as Health Care Week. Motion passed unanimously.

Awakening International Ministries:
Petitioner removed this item from the agenda.

Carl Bennett 432 W Bell: Request for liens/fines reduction/forgiveness.
After discussion between the Council and Mr. Bennett, it was deceided to check accurate due on liens and garbage. They postponed until next meeting. No motion was made.

CONSENT AGENDA

Approve Regular Meeting Minutes, July 13, 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.

Resolution 15-17 Southside CRA Expansion. Attorney Buhr read Resolution 15-17 into the Record. **Motion** made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to accept resolution 15-17 as presented. Motion passed unanimously.

CDBG Construction Plans Approval Carl Cool/Corbett Alday:
Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to get bids out And to approve to accept the CRA Board's recommendation. Motion passed unanimously.

Settlement Agreement with Jerry Wise:
Motion by Parke Sutherland, Seconded by Councilman Terry Heston to Approve the Settlement agreement regarding airport pollution with Jerry Wise for an amount of $40,000.00. Motion passed unanimously.

Purchase of 110 hp Tractor: **Motion** made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve the purchase of 110 hp Tractor. Motion passed unanimously.

Resolution 15-14: Resolution that the City Loan Main Street CRA:
Attorney Buhr read the Resolution into the record.
Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve Resolution 15-14 as presented. Councilman Parke Sutherland noticed an error in the dollar amounts in the Resolution. Motion passed unanimously.

Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to amend Resolution 15-14 amending Paragraph 4 to read "1" and "3" instead of "1" and "2". Motion passed unanimously.

Ordinance 15-15 Natural Gas Franchise Agreement with Peoples Gas:
Attorney Buhr read Ordinance 15-15 into the record.
Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve Ordinance 15-15. Motion passed unanimously.

Property Transfer to Carolina Avenue Church of Christ:
Motion by Councilman Terry Heston, Seconded by Councilman Parke Sutherland to transfer the property to Carolina Avenue Church of Christ. Motion passed unanimously.

City/AFSCME Collective Bargaining Agreement Consideration:
Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Parke Sutherland to accept the agreement as presented. Motion passed unanimously.

Suggested Budget Changes:
Motion made by Councilman Terry Heston, Seconded by Deputy Mayor approved suggested budget changes as presented by City Manager Julian Deleon. Motion passed 3 to 1 with 1 absent. Councilman Parke Sutherland abstained.

FDOT GPS Reference Station/MOA:
Motion made by Councilman Terry Heston, Seconded by Deputy Mayor Brenda Giles to approve the agreement with FDOT for GPS System. Motion passed unanimously.

Ordinance 17-15: Clarifying Department Head Salary authority from Council to City Manager.
Attorney Buhr read the Ordinance into the record.
Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve Ordinance 17-15 as read. Motion passed 3 to 1 with Councilman Parke Sutherland abstaining and 1 absent.

CITIZENS PARTICIPATION:

Jessie Alvarez, runs the A P Softball, voiced her concerns regarding the maintenance of Lucy Derkman field and requested tighter control of maintenance. Mayor Sharon Schuler also requested that we address the maintenance.

Liz Haring Owner of Brentwood Mobile Home Park, expressed her concerns re: the fire assements and the inequities she found in the document. She requested that the document be on the agenda and available for public review prior to the "drop dead" date of August 24, 2015.

Meeting adjourned at 7:42 PM.

Attest:

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

Agenda Item Summary

Subject: RFP 100-15 Property, Casualty & General Liability Insurance

Item No. E 12

Placed on Agenda by: **City Manager**

Total Amount of Project:

Staff Review: Yes

Attorney Review: **Yes**

Recommended Motion(s):

Approval

Background: The City advertised RFP 100-15. Below are the pricing results.

PRM $446,666 * Assumes participation credit of $17,974

PGIT $339,785 * Guarantees price lock into 2017/2018, new vehicles and workers comp would be an add-on

FMIT $486,451

We engaged George W. Erickson, JD, CPCU, LLM from Siver Insurance Consultants to evaluate the submittals as deductibles and coverage schedules differed for each proposer. He will be in attendance to present to the City Council his findings. The proposals submitted are available at the URL below:

https://www.dropbox.com/sh/neiq8io5jbngoit/AAA_BYkaL6fElpmD0bY48Jcfa?dl=0

Attachments: Siver Insurance Consultants report

Insurance Consultants
SIVER

805 Executive Center Drive, Suite 110
St. Petersburg, Florida 33702-2525
Post Office Box 21343
St. Petersburg, Florida 33742-1343
Telephone: (727) 577-2780
Fax: (727) 579-8692

Email: kdoak@siver.com

August 5, 2015

Mr. Julian Deleon
City Manager
City of Avon Park
110 E. Main Street
Avon Park, FL 33825

Subject: Remarketing of Property and Casualty Insurance
Siver Recommendation

Dear Mr. Deleon:

At your request, Siver has reviewed the two proposals you forwarded to us for the City of Avon Park's (City's) property and casualty insurance coverages effective October 1, 2015, and we offer our recommendation.

The two proposals we were asked to review are from Public Risk Management of Florida through World Risk Management (World Risk/PRM) and Preferred Governmental Insurance Trust through ThompsonBaker, Inc. (ThompsonBaker/PGIT).

Although Siver was not provided a copy of the proposal to review, we understand the City also received a proposal from the Florida Municipal Insurance Trust through Florida League of Cities, but that proposal for the City's property and casualty coverage was not competitively priced with the other two proposals, and therefore, the FMIT offer was eliminated from further consideration.

SIVER RECOMMENDATION

We recommend that the City accept the proposal from ThompsonBaker/PGIT for the City's property and casualty coverages, for an annual policy premium of $339,785, which is $96,356 lower than the renewal premium proposed by PRM of $436,141.

The combined estimated annual premiums for the recommended ThompsonBaker/PGIT program are summarized as follows:

Coverage	Insurer	Deductible	Premium
Property, Inland Marin, Crime & Equipment Breakdown	PGIT	$1,000 except 2% Named Windstorm	$162,695
General Liability, Law Enforcement Liability, Public Officials/EPL Automobile Liability Auto Physical Damage & Garagekeepers Liability Umbrella/Excess Liability	PGIT	None, except $2,500 Law Enforcement	$124,836
Workers' Compensation	PGIT	None	$52,254
		TOTAL	$339,785

DISCUSSION OF PROPOSALS

Attached to this letter are our Proposal Analysis Work Papers. These work papers compare coverage terms and conditions of the renewal proposal offered by World Risk/PRM to the proposal offered by ThompsonBaker/PGIT, and include a premium/cost summary.

While both World Risk/PRM and ThompsonBaker/PGIT provided a breakout of premiums by the general coverage lines of Property, Liability and Workers' Compensation, it is our understanding that separating out any of these coverage lines from either of the two proposed complete package programs would significantly affect the cost of all coverages. For that reason, we have not attempted to build a combined option as it would not be cost advantageous for the City to do so.

World Risk/PRM Proposal

World Risk/PRM proposed basically the same coverage as the expiring package program for a total estimated cost, after participation credits, of $436,141.

ThompsonBaker/PGIT Proposal

ThompsonBaker/PGIT provided a proposal for all lines of coverage in the City's expiring PRM program. While there are coverage differences, it is Siver's opinion that the coverage proposed by ThompsonBaker/PGIT is a reasonable alternative to that currently provided by World Risk/PRM and will result in a substantial cost savings for the City. While the proposed annual premium of the ThompsonBaker/PGIT program is $96,356 less than the World Risk/PRM program, there will be additional charges the first year of the new program for PRM's continued handling of run off claims, which should be considered.

> Claim Run Off Charges – $46,840 Additional
> We have been advised by World Risk that, as of May 31, 2015, the City currently has 12 open claims and may expect as many as 23 more. If coverage is moved from the World Risk/PRM program to ThompsonBaker/PGIT, the current insurer will no longer be obligated to handle those claims and as the new insurer has no obligation to assume them, so it would be necessary for the City to make arrangements for the handling of those claims. World Risk has advised us that they will continue to handle the open claims for a one-time charge of $1,375 per claim, which comes to a total of $46,840. The actual amount of open claims would actually be determined on the date coverage is moved (October 1, 2015), and therefore that estimate of 35 claims, and the resultant claim run off cost, may be higher or lower at that time.

While the above additional charge will reduce the cost difference between the ThompsonBaker/PGIT and the World Risk/PRM programs from $96,356 to $49,516 the first year of the change, the claim run off charges are one-time charges and will not continue during the second and subsequent years of the ThompsonBaker/PGIT program. Even with those additional charges for claim run-off, the City can expect a substantial cost savings with the ThompsonBaker/PGIT program, which is more evident in the two year coverage option discussed below.

Two Year Rate Guarantee

ThompsonBaker/PGIT has offered a two year rate guarantee. The rates for the 2016/2017 policy year will be identical to the first year (2015/2016), with changes only to the City's workers' compensation experience modification and the City's exposure/rating data (property & auto schedules, payroll and number of employees).

World Risk/PRM has stated that PRM may also offer a two year rate guarantee this year but the final details are still being worked out.

The following illustrates the premium/cost differences between the two proposals over a two year period, assuming that World Risk/PRM can provide a two year guarantee and the exposure/rating data stays the same during the two years:

Policy Year	World Risk/PRM	ThompsonBaker/PGIT	Difference
1st Year - 2015/2016			
Premium	$436,141	$339,785	
Claim Run-Off		$46,840	
		$386,625	-$49,516
2nd Year – 2016/2017			
Premium	$436,141	$339,785	
Claim Run-Off		$0	
		$339,785	-$96,356
Two Year Total	**$872,282**	**$726,410**	**-$145,872**

Program/Coverage Differences between PRM and FMIT Proposals

The attached work papers compare the coverages proposed in both programs. Below are a few coverage differences which may be of interest to the City.

- **Property Coverage Sublimits** – In general, the property coverage sublimits offered by World Risk/PRM are significantly higher than those offered by ThompsonBaker/PGIT. However, while the higher PRM sublimits are an advantage, it is not our opinion that the lower PGIT sublimits are inadequate, nor is it our opinion that the value of the increased sublimits in the PRM program outweighs the premium savings in the ThompsonBaker/PGIT program.

- **Property Deductibles** – World Risk/PRM offered a $1,000 deductible for all perils except Named Windstorms and a Named Windstorm deductible of 3% of affected building values. In comparison, the ThompsonBaker/PGIT property deductible is $5,000 with a 2% per location deductible for Named Windstorms. While the $1,000 deductible is an advantage for PRM, PGIT's 2% Named Windstorm deductible is, in our opinion, a far more beneficial advantage in the PGIT proposal.

Optional Pollution Coverage

Pollution coverage is not currently maintained by the City in the World Risk/PRM program, but has been proposed as an optional coverage.

World Risk/PRM has proposed pollution coverage in a policy maintained by PRM and resold to their members as additional insureds. The policy which is written by XL Catlin Insurance, includes a total shared limit of $20,000,000, but the individual limits offered the City of Avon Park would be $ $1,000,000 Each Pollution Condition/$2,000,000 Aggregate with a $25,000 Deductible. The policy premium would be $11,356.

ThompsonBaker did not propose this optional coverage because, they stated, their preferred insurance market was blocked by another agent. If awarded the package and workers' compensation coverages, ThompsonBaker has respectfully requested the opportunity to be assigned their market with an agent of record letter, and can then provide a quote, should the City be interested in pursuing such coverage.

Ancillary Coverages

The following coverages are currently maintained by the City through World Risk, and may need to be reassigned to ThompsonBaker if ThompsonBaker/PGIT is awarded the City's property and casualty coverages.

Airport Owners and Operators Liability
The City's airport liability coverage is currently provided by Ace Property and Casualty Insurance Co in a multimember Airport Owners and Operators General Liability policy which is shared with six other entities. The City's annual premium is $3,324.

While ThompsonBaker/PGIT chose not to propose this coverage, we assume they have the capability to do so if necessary. The City can expect that the premium for a stand-alone Airport Owners and Operators Liability policy will be slightly higher than the premium of the City's current shared policy.

Storage Tank Third Party Liability
The City's Storage Tank policy, for tanks at the Bell Street well and Glenwood wastewater treatment plant, also renews effective October 1, 2015. The "indicated" premium for this policy reported by World Risk for the renewal is $580.

Although they did not indicate as such in their proposal, we assume ThompsonBaker would be able to place this coverage on behalf of the City if given a broker of record letter. Even if they are unable to place the coverage on behalf of the City, this coverage is available for the City to purchase directly from Policy Managers, Inc.

Statutory Accident Death Policy
It appears that the City's policy for the statutory accidental death benefits for first responders has already renewed effective July 1, 2015 with ACE American Insurance Company through World Risk for a premium of $850.

If awarded the package and workers' compensation coverages, ThompsonBaker has respectfully requested that they be assigned this policy with an agent of record letter, after which they will assume the responsibilities of policy maintenance and renewing the policy next year.

In our opinion, apart from considering some potential, nominal premium increases which the City might need to absorb, ThompsonBaker's failure to present proposals for several of these ancillaries insurance coverages should not prevent the City from considering ThompsonBaker with respect to the property, liability and workers' compensation package coverages.

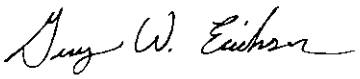
RECAP AND SUMMARY

We recommend that the City accept the proposal from ThompsonBaker/PGIT for the City's property and casualty coverages, for an annual policy premium of $339,785, which is $96,356 lower than the renewal premium proposed by PRM of $436,141.

We appreciate this opportunity to be of service to the City of Avon Park. If you have any questions, please let us know.

Very truly yours,

SIVER INSURANCE CONSULTANTS



George W. Erickson, JD, CPCU, LLM
Reviewed by: Kathy V. Doak, ARM-P, AAI

KVD/ms

CITY OF AVON PARK
PROPOSAL COMPARISON – WORK PAPERS

WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Agent:	**World Risk Management**	**Thompson Baker, Inc.**
Insurer:	**PRM**	**PGIT**
Workers' Compensation	Statutory	Statutory
Employers' Liability	$3,000,000 $3,000,000 $3,000,000	$3,000,000 $3,000,000 $3,000,000
Deductibles:	No Deductible	No Deductible
Coverages Included: Broad form All States, Volunteers, Jones Act	Yes	Yes, except no coverage for Jones Act
Estimated Payroll:	$2,186,025	$2,186,025
Premium:	**$107,856** *Before applicable participation Credit*	**$52,254**
Difference:		**-$55,602**

CITY OF AVON PARK
PROPOSAL COMPARISON – WORK PAPERS

COST SUMMARY

Agent:	**World Risk Mgmt.**	**ThompsonBaker, Inc.**	**Difference**
Insurer:	**PRM**	**PGIT**	
Property	$209,936	$143,589	
Inland Marine	Included	$17,306	
Crime	Included	$1,800	
Boiler & Machinery	$2,185	Included	
Property Total	**$212,121**	**$162,695**	**-$49,426**
General Liability	$144,663	$41,845	
Law Enforcement Liability	Included	$3,546	
Public Officials/Employment Practices	Included	$39,587	
Automobile Liability	Included	$26,022	
Automobile Physical Damage	Included	$12,836	
Garagekeepers Liability	Included	$1,000	
Umbrella	$2,691	Included	
Liability Total	**$147,354**	**$124,836**	**-$22,518**
Workers' Compensation WC Total	**$107,856**	**$52,254**	**-$55,602**
Without PRM Credits	**$467,331**	**$339,785**	**-$127,546**
With PRM Credits			
Total #1 - Original Proposal – 1 Year	**$467,331**	**$339,785**	
Participation Credits	**Estimated -$17,974**	**Included**	
Original Total Coverage Premium:	**$449,357**	**$339,785**	**-$109,572**
Total #2 – Revised Proposal – 1 Year	**$467,331**	**$339,785**	
Participation Credits	**Estimated -$31,190**	**Included**	
Revised Total Coverage Premium:	**$436,141**	**$339,785**	**-$96,356**
First Year Total with Run Off Claims		PRM Estimate **+$46,840**	
#1 Total Premium & Run Off Costs	**$449,357**	**$386,625**	**-$62,732**
#2 Total Premium & Run Off Costs	**$436,141**	**$386,625**	**-$49,516**
Two Year Total with Run Off Claims			
#1 Total Premium & Run Off Costs	**$898,714**	**$726,410**	**$172,304**
#2 Total Premium & Run Off Costs	**$872,282**	**$726,410**	**-$145,872**
Two Year Rate Guarantee	PRM may offer a two year Rate Guarantee to its members this year. The final details are still being worked out.	Two Year Rate Guarantee - Rates for 2016/2017 will be identical to the first year with changes only to NCCI Experience Modification, Changes to City Schedules, Payroll & # of Employees.	
Coverage Options/Ancillary Coverages			
Pollution Liability	+$11,356	Not Proposed	
Airport Liability	+$3,324	Not Proposed	
AD&D Coverage (Indication)	+$850	Not Proposed	
Sexual Misconduct Coverage	+$7,500 Add to PRM Coverage	Included in PGIT Coverage	
Property Coverage without Miscellaneous Property valued at $2,232,224	-$21,435	Not Proposed	

CITY OF AVON PARK
PROPOSAL COMPARISON – WORK PAPERS

MISCELLANEOUS COVERAGES

Agent:	World Risk Management	ThompsonBaker, Inc.
POLLUTION AND REMEDIATION LEGAL LIABILITY		
Insurer:	XL Catlin Insurance - Environmental	
Policy Term:	10/1/2015-2016	
Coverage Form:	"Please Note: Separate Policy, NOT included as part of the current existing general coverage document."	
Limit:	Member – Individual Sublimit of: Each Pollution Condition: $1,000,000 Aggregate Liability: $2,000,000	
Retention:	$25,000 "Self-Insured Retention Amount – Member Insured Deductible $25,000 Per Each Pollution Condition (per individual member or separate named insured) Aggregate Limit of no less than $20,000,000 for any pollution program"	
Premium:	$11,356	
Comments:	City of Avon Park would be added as an Additional Insured to PRM policy.	"Special Note Regarding Pollution Liability: We will also write this coverage through XL Environmental, Inc. Another Agent submitted the application displayed in the RFP documents, thereby preventing access to this market for others. If we are able to write the main Package and Workers Compensation coverage for the City of Avon Park, we respectfully request the ability to assume this coverage via the Agent of Record."
STATUTORY ACCIDENTAL DEATH & DISMEMBERMENT COVERAGE FOR FIRST RESPONDERS		
Insurer:	Ace American Insurance Co.	
Limits:	Line of Duty Coverage $67,000 Fresh Pursuit Coverage: $67,000 Unlawful & Intentional Death Cov. $199,000 Limit adjustments shall be made each year based on the Consumer Price Index.	
Deductible:	N/A	
Comments:		"Accidental Death and Dismemberment coverage has already renewed effective 7/1/2015 according the policy declarations included in the RFP documents. Thompson Baker writes AD&D coverage through ACE, which is the incumbent carrier for the City. Should our bed be selected for covering the City's Package and Workers Compensation coverages, we respectfully request to assume administration of the current AD&D policy via the Agent of Record process."
Premium:	"Indication Only" $850	

Agent:	World Risk Management	ThompsonBaker, Inc.
AIRPORT OWNERS AND OPERATORS LIABILITY		
Insurer:	Ace Property & Casualty Ins. Co.	PGIT Special Note: Aviation Liability is currently written through ACE on a multimember Airport Owners and Operators General Liability policy. Because of this, Avon Park Municipal Airport receives beneficial pricing that may not be in place if coverage were pursued independent of the 6 other entities. In light of this, and due to the small size of Avon Park Municipal Airport premium contribution to the policy premium, we surmised it to be in the better interest of Avon Park to not sever their coverage from that of the other members insured under the same policy.
Limits:	Bodily Injury/Property Damage: $2,000,000	
	Personal & Advertising Injury: $2,000,000	
	Malpractice Annual Aggregate $2,000,000	
	War Hijacking & Other Perils Aggr: $2,000,000	
	Fire Damage – Any One Fire: $100,000	
	Medical Expense $1,000	
	Hangarkeepers: $1,000,000	
	Non-Owned Aircraft Liability: $2,000,000	
Deductible:	None	
Premium:	$3,324	
Comments:	Three year fixed premium policy option.	
STORAGE TANK THIRD PARTY LIABILITY, CORRECTIVE ACTION & CLEANUP COSTS COVERAGE		
Insurer:	Not Stated	Not Quoted
Policy Term:	10/1/2015-2016	
Limit:	Each Incident: $1,000,000 Aggregate: $1,000,000	
Deductible:	$5,000	
Premium:	"Indication Only" $580	
Comments:	Bell Street Well Glenwood Wastewater Treatment Plant	
TOTAL MISCELLANOUS PREMIUM		
Pollution	$11,356	**Not Quoted**
Statutory Accidental Death	"Indication Only" $850	**Not Quoted**
Airport Liability	$3,324	**Not Quoted**
Storage Tank 3rd Party Liability	"Indication Only" $580	**Not Quoted**

GENERAL SERVICES PROVIDED

Agent:	World Risk Management	ThompsonBaker, Inc.
Insurer:	**PRM**	**PGIT**
Employee Practices Hot Line	Yes	Yes
Employment Law Seminar	Yes	Yes
Sexual Harassment Seminars	Yes	Yes
Sample Personnel Policy and Procedures	Yes	Yes
Contract Evaluations	Yes	Yes
Risk Management Seminars and on Site Training & Seminars. If Yes, how often?	Yes, Quarterly	Yes, As Requested
Police Liability/Critical Incident Hot Line	Yes	No
On Site Risk Analysis, Including Third Party Liability	Yes	Yes
Safety Program Development, Including Third Party Liability	Yes	
Regulatory Assistance	Yes	Yes
Indoor Air Quality Analysis	No	Yes
Industrial Hygiene Analysis	No	Yes
Monthly Loss runs by Type of Loss and Department	Yes	Yes
Appraisals	Yes - Separate	Yes

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CITY OF AVON PARK
PROPOSAL COMPARISON – WORK PAPERS

PROPERTY, INLAND MARINE, CRIME & EQUIPMENT BREAKDOWN

Agent:	**World Risk Management**	**ThompsonBaker, Inc.**
Insurer:	**PRM**	**PGIT**
	PROPERTY	
Blanket or Scheduled:	Blanket	Blanket
Valuation:	Replacement Cost on all except Autos No Coinsurance	Replacement Cost Agreed Amount
Coverage:	All Risk	All Risk
Shared Program Loss Limits:		
All Perils Flood Earthquake Wind/Hail	$500,000,000 $50,000,000 $50,000,000 $75,000,000	Overall Property: $150,000,000
Individual Limits:		
Real & Personal Property	Building: $29,207,100 Contents: $1,485,700	Building: $33,922,600 Contents: $1,485,700
Property in the Open	$4,715,600	Included in Building Values
Vehicles	$2,679,537	$2,679,533
EDP Equip. (Hardware)	$232,200	$232,200
Business Interruption Extra Expense	$2,000,000 Included	$2,000,000 $1,000,000 (In addition to Bus. Int.)
Flood Coverage Earthquake Coverage	$10,000,000 Sublimit $50,000,000	$1,000,000 $1,000,000
Newly Acquired	$25,000,000	$2,000,000
Unscheduled Landscaping	$1,000,000	$25,000
Scheduled Landscaping	$1,000,000	As Scheduled
Errors & Omissions	$25,000,000	$250,000
Course of Construction /Builders' Risk	$25,000,000	As Scheduled
Unscheduled Fine Arts	$2,500,000	Not Applicable
Pollution Clean Up	N/A	$25,000/$50,000
Unscheduled Locations	$25,000,000	Not Applicable
Debris Removal	Included	$250,000
Demolition	Included	$500,000
Ordinance or Law/Increased Cost of Construction	$25,000,000	$500,000
Transit Limit	$25,000,000	$250,000
Animal Limit	$2,500,000	$1,000/$5,000
Employees Tools	$50,000 per member	$75,000 per person/$75,000 per occurrence
Watercraft Limit	$2,500,000 up to 27 feet	As Scheduled
Off Premises Service Interruption	$25,000,000	Applies to Data, Software, EDP
Earthquake (Vehicles, Contractors Eq. and Fine Art)	$5,000,000	$1,000,000
Flood (Vehicles, Contractors Eq. and Fine Art)	$5,000,000	$1,000,000
Contingent Business Interruption	$3,000,000	$2,000,000
Jewelry, Furs & Precious Metals Limit	$500,000	As Scheduled
Claim Preparation Expenses	$1,000,000	Included
All Risk Expediting Expense	$10,000,000	$5,000
Personal Property (Outside U.S.)	$1,000,000	$75,000 per person/$75,000 per occurrence

Agent:	**World Risk Management**		**ThompsonBaker, Inc.**	
Insurer:	**PRM**		**PGIT**	
Accounts Receivable	Included		$2,000,000	
Valuable Papers	Included		$2,000,000	
Fire Dept. Service Charge	Included		$25,000	
Preservation of Property	Included		$250,000	
Permission to Rebuild	Yes		Yes	
Fungus/Mold Cleanup	N/A		Not Applicable	
Property In Transit	Yes		Yes	
Automatic Coverage	Yes, no mid-term premium		$250,000	
Joint Agreement with B&M	Yes		Yes	
Deductibles:				
Wind	Named Windstorm: 3% per affected building values		Named Windstorm: 2% per location as defined by each itemized listing on the schedule	
Other than Wind	$1,000 All Perils except Flood in Zones A or V		$5,000 AOP $10,000 Property in Transit	
Flood in Zones A or V	Excess of maximum NFIP coverage		Not Described	
Property Premium:	Before applicable participation credit is applied:	**$209,936**	Property & Equipment Breakdown	**$143,549**
	Option: Delete Miscellaneous Property Valued at $2,232,224	*-$21,435*		
INLAND MARINE EQUIPMENT				
Accounts Receivable	Included in Property		Yes	
Contractors' Equipment	Included in Property		Yes	
Miscellaneous Property	Included in Property *Option without Misc. Property is also provided*		Yes	
Mobile Radio/Telephone	Included in Property		Yes	
Fine Arts	Included in Property		As Scheduled	
Valuable Papers	Included in Property		Yes	
Electronic Data Processing				
Equipment	Included in Property		Yes	
Media	Included in Property		Yes	
Extra Expense	Included in Property		Yes	
Watercraft	Included in Property		As Scheduled	
Police Dogs/Horses	Included in Property		Yes	
Physical Damages	Included in Property		Yes	
Employee Tools	Included in Property		Yes	
Replacement Cost	Replacement Cost		Yes	
Automatic Coverage	Included in Property		Yes	
Agreed Value/No Coinsurance	Yes		Yes	
Flood and Earthquake Included	Included in Property		Yes	
Deductible Amount	$1,000		$1,000	
Inland Marine Premium:	*Included in Property Premium*			**$17,306**
FIDELITY & CRIME				
	Limit/Deductible		Limit/Deductible	
Employee Theft – Per Loss	$500,000/$1,000		$500,000/$1,000	
Forgery or Alteration	$500,000/$1,000		$500,000/$1,000	
Inside Premises – Theft of Money & Security	$500,000/$1,000		$500,000/$1,000	
Inside Premises – Robbery, Safe Burglary Other Property	$500,000/$1,000		$500,000/$1,000	
Outside the Premises	$500,000/$1,000		$500,000/$1,000	
Computer Fraud	$500,000/$1,000		$500,000/$1,000	
Funds Transfer Fraud	$500,000/$1,000		$500,000/$1,000	

Agent:	**World Risk Management**	**ThompsonBaker, Inc.**
Insurer:	**PRM**	**PGIT**
Money Orders & Counterfeit Paper Currency	$500,000/$1,000	$500,000/$1,000
Includes: Faithful Performance Bonded Employees	Yes	No
Crime Premium:	*Included in Property Premium*	**$1,800**
	EQUIPMENT BREAKDOWN/BOILER & MACHINERY	
Limit:	$50,000,000	$35,407,800
Deductible		
Comprehensive	Yes	Yes
Repair/Replacement	Yes	Yes
Comments	Separate policy outside PRM	
Equip. Breakdown Premium:	**$2,185**	*Included*
	TOTAL PROPERTY PREMIUMS	
Property:	**$209,936**	**$143,589**
Inland Marine:	**Included**	**$17,306**
Crime:	**Included**	**$1,800**
Equipment Breakdown:	**$1,285**	**Included**
Total:	**$211,221**	**$162,695**
Difference:		**-$48,526**
Comments:	*Premium is before applicable participation credit is applied – See Summary for Total with Credit.*	
	Option without Miscellaneous Property Valued at $2,232,224 -$21,435	

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CITY OF AVON PARK
PROPOSAL COMPARISON – WORK PAPERS

GENERAL & LAW ENFORCEMENT LIABILITY, PUBLIC OFFICIALS LIABILITY AUTOMOBILE & EMPLOYMENT PRACTICES LIABILITY

Agent:	**World Risk Management**	**Thompson Baker, Inc.**
Insurer:	**PRM**	**PGIT**
	GENERAL LIABILITY, EMPLOYEE BENEFITS LIABILITY & LAW ENFORCEMENT	
Coverage Form:	Occurrence	Occurrence Limits of Liability are subject to Florida Statutes
Includes Coverage for: General Liability, Host Liquor Liability, False Arrest, EMT/Paramedical, Law Enforcement, False Arrest, Violation of Civil Rights	Yes	Yes
Limits: General Liability	BI/PD Per Occurrence: $2,000,000 Personal/Adv. Injury Per Occurrence: $2,000,000 Products/Compl. Op. Per Occurrence: $2,000,000 General Aggregate: $2,000,000 Fire Legal Liability: $2,000,000 Medical Payments: Not Applicable	BI/PD Per Occurrence: $5,000,000 Personal/Adv. Injury Per Occurrence: $5,000,000 Products/Compl. Op. Per Occurrence: $5,000,000 General Aggregate: Unlimited Fire Legal Liability: $5,000,000 Medical Payments: Not Applicable
Employee Benefits Liability	Employee Benefits Liability – Occurrence Form Per Occurrence: $2,000,000	Employee Benefits Liability – Occurrence Form Per Occurrence: $5,000,000
Law Enforcement Liability	Law Enforcement Liability – Occurrence Form: Included – $2,000,000 [Additional $3,000,000 limit of liability available for an additional premium]	Law Enforcement Liability – Occurrence Form: Included $5,000,000 – No Aggregate
Cyberliability	Not Proposed	Included as Endorsement to Public Officials Cov. Per Claim: $1,000,000 Aggregate: $1,000,000 Privacy Liability, Network Security, Media Content, Extortion Threat, 1st Party Crisis Management, Business Interruption,
Defense Costs:	Defense Costs are in the policy limit	Defense Costs are paid in addition to policy limits.
Deductibles:	No Deductible	GL, EBL – None Law Enforcement - $2,500
Premium:	**GL, EBL $144,663** **Law Enforcement: Included**	**GL, EBL: $41,845** **Law Enforcement: $3,546**
GL/EBL Coverage Includes:		
Premises and Operations	Yes	Yes
Products and Completed Op.	Yes	Yes
Blanket Contractual	Yes	Yes
Athletic Participation	Yes	Yes
Broad Form Property Damage	Yes	Yes
EMT/Paramedic Professional	Yes	Yes
Coverage for Medical Directors	Yes	Yes
Employee Benefits Liability	Yes	Yes
Failure to Supply (electricity, gas, water)	Yes	Yes for failure to supply water. Gas/Electricity Excluded

Agent:	World Risk Management	Thompson Baker, Inc.
Insurer:	**PRM**	**PGIT**
Fire Damage Liability	Yes	Yes
Host Liquor and Liquor Liability, including X,C & U	Yes	Yes
Incidental Malpractice	Yes	Yes
Personal Injury	Yes	Yes
Sewer Backup	Yes	Yes
Watercraft Liability	Yes	Yes
Deletion of Care, Custody and Control Exclusion	Yes	Yes
Include Pesticide/Herbicide Spraying - Pollution	Yes	Yes
Include Coverage for Legal Counsel on EEOC Administration Hearings	Yes	Yes
Proposed Occurrence Form	Yes	Yes
Non-Auditable Policy	Yes	Yes
Law Enforcement Liability Includes:		
Are all officials, employees and volunteers covered for all responsibilities, powers, functions and activities?	Yes	Yes
Is the City covered, even if officials, employees and volunteers are not individually named in a suit?	Yes	Yes
Discrimination, Humiliation	Yes	Yes
False Arrest, Detention, Imprisonment	Yes	Yes
Improper Service of Process	Yes	Yes
Libel, Slander, other Defamations	Yes	Yes
Malicious Prosecutions	Yes	Yes
Riot, Civil Commotion, Mob Action	Yes	Yes
Sexual Harassment	Yes	Yes
Violation of Civil Rights	Yes	Yes
Wrongful Entry, Eviction	Yes	Yes
Coverage on an occurrence Basis	Yes	Yes
Non-Auditable Policy	Yes	Yes
PUBLIC OFFICIALS LIABILITY & EMPLOYMENT PRACTICES LIABILITY		
Coverage Form:	Claims Made	Claims Made
Includes: Wrongful Acts of Public Officials, Negligence, Errors & Omission, Sexual Harassment, Breach of Duty, Incidental Medical Malpractice	Yes	Yes
Limits:	Public Officials per Claim: $2,000,000 Employment Practices Liability $2,000,000 Sexual Misconduct: Not Included *[Option provided to include for Add'l Premium]* Non-Monetary Damages: Included EEOC Hearings/Pre-Termination: Included $1,750 per Hearing/$175,000 Aggregate	Public Officials per Claim: $5,000,000 Annual Aggregate: $5,000,000 Sexual Misconduct: $5,000,000 Non-Monetary Damages: $100,000 Aggregate EEOC Hearings/Pre-Termination: $1,500 Employee $5,000 Aggregate

Agent:	**World Risk Management**	**Thompson Baker, Inc.**
Insurer:	**PRM**	**PGIT**
Defense:	Defense costs are inside the policy limit	Defense Costs in addition to the policy limits
Deductible:	Nil – Maintenance Deductible $200,000 Association SIR	$2,500
Prior Acts:	October 1, 1992 Retroactive Date	October 1, 2015 Retroactive Date *[Per 7/31/2015 Clarification: Retroactive Date amended to September 1, 1988]*
Premium:	**Included**	**$39,587**
Comments:	*Optional Sexual Misconduct +$7,500* Extended Discovery Coverage Available for one year. [Premium blank]	Extended Reporting Period: 60 Days Automatic Option for 12 Months for 200% of expiring annual Public Officials premium.
Public Officials/Employment Practices Liability Includes:		
Allegations of Discrimination	Yes	Yes
Allegations of Denial of Civil Rights	Yes	Yes
Disciplinary Acts	Yes	Yes
Allegations of Sexual Harassment	Yes	Yes
Zoning, Permitting	Yes	Yes
Federal Civil Rights	Yes	Yes
Sexual Harassment	Yes	Yes
Coverage for Legal Counsel Handling EEOC Complaints	Yes	Yes
Coverage on an Occurrence Basis	No	No
Coverage on a Claims Made Basis – Retroactive Date	Yes 10/1/1990	Yes 10/1/2015 *[Revised to 9/1/1988]*
Extended Coverage Available	Yes	Yes
Non-Auditable policy	Yes	Yes
AUTOMOBILE LIABILITY		
Limit:	$2,000,000	$5,000,000
Automobile Liability	Yes	Yes
Personal Injury Protection – Basic	Yes	Yes
Medical Payments	No	No
Uninsured Motorist Coverage	No-Rejected	No
Hired and Non-Owned Auto Liability	Yes	Yes
Hired and Non-Owned Physical Damage	Yes	Yes, $35,000 per Vehicle
Deductible:	No Deductible	No Auto Liability Deductible
Premium:	**Included**	**$26,022**
AUTOMOBILE PHYSICAL DAMAGE & GARAGE KEEPERS		
Coverage: Auto Physical Damage Garage Keepers Legal	Actual Cash Value Vehicles Insured as Property – Over the Road Garage Coverage Included – Actual Cash Value	Actual Cash Value Yes Yes
Deductibles:	$1,000 Deductible	$1,000 Deductible
Premium:	*Included*	**Auto Physical Damage: $12,836** **Garage-keepers Legal Liability: $1,000** **$13,836**

Agent:	World Risk Management	Thompson Baker, Inc.
Insurer:	**PRM**	**PGIT**
	UMBRELLA LIABILITY	
Coverage:	Follow Form	
Limit:	$3,000,000 Per Member Aggregate of all Sections of Coverage	
	Excess of: $2,000,000 Underlying for: General Liability Automobile Liability Law Enforcement Liability Public Officials/EPL Claims Made – 10/1/2005 Retroactive Date Employee Benefit Liability Claims Made – 10/1/2005 Retroactive Date Employers Liability – Not Included	
Premium:	**$2,691**	
Comments:		"Note: Umbrella Coverage is not being quoted. Instead, Primary Liability Limit have been increased to a per Occurrence limit of $5,000,000."
	TOTAL LIABILITY PREMIUMS	
GL/EBL:	**$144,663**	**$41,845**
Law Enforcement:	**Included**	**$3,546**
Public Officials/EPL:	**Included**	**$39,587**
Automobile Liability:	**Included**	**$26,022**
Automobile Physical Damage:	**Included**	**$12,836**
Garagekeepers Liability:	**Included**	**$1,000**
Umbrella:	**$2,691**	**Included**
Total	**$147,354**	**$124,836**
Difference:		**-$22,518**
Comments:	*Premium is before applicable participation credit is applied – See Summary for Total with Credit.*	
Options:	*With Optional Sexual Misconduct Cov: +$7,500*	

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E 13

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" of "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.

SECTION22: 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 X special ☐ session of the City Commission held on May 11th 2015. The vote was as follows:

	Yes	No	Abstain	Absent
Commissioner/Mayor Schuler	☐	☐	☐	☐
Commissioner/Deputy Mayor Giles	☐	☐	☐	☐
Commissioner Heston	☐	☐	☐	☐
Commissioner Anderson	☐	☐	☐	☐
Commissioner Sutherland	☐	☐	☐	☐

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

	Yes	No	Abstain	Absent
Commissioner/Mayor Schuler	☐	☐	☐	☐
Commissioner/Deputy Mayor Giles	☐	☐	☐	☐
Commissioner Heston	☐	☐	☐	☐
Commissioner Anderson	☐	☐	☐	☐
Commissioner 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 July 27, 2015.

(Seal)
ATTEST:

By:_____
Maria Sutherland, City Clerk

CITY OF AVON PARK, FLORIDA

By:_____
Sharon Schuler, Mayor

APPROVED AS TO FORM:

_____
Gerald Buhr, City Attorney

Accepted this 27th day of July, 2015

PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY

_____
By: _____
Title: _____

Legal Announcements

TO PLACE AN AD CALL 863-386-5876 or 1-800-552-3898
EMAIL: classifieds@highlandstoday.com

LEGAL NOTICES

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.

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.

#3661 7/30/2015

MEETINGS & EVENTS

NOTICE OF WORKSHOP

Notice is hereby given that the School Board of Highlands County, Florida, will hold a School Board Workshop on August 25, 2015. The workshop will start at 5:30 p.m. in the Garland Boggus Board Room, Sebring, Florida. The purpose of the workshop is to discuss/review budget issues. All interested persons are invited to attend.

If a person intends to appeal the Board's decision with respect to any matter, or has any thought that an appeal may be taken, the person has the responsibility to ensure that a verbatim (word for word) record of the proceeding is made and that the record includes all testimony and evidence upon which an appeal is to be based.

The School Board of Highlands County, Florida does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation in order to attend the School Board Meeting, please call 471-5565 not later than three days before the meeting.

#3649 07/30/2015

NOTICE OF REGULAR MEETING

Notice is hereby given that the School Board of Highlands County, Florida, will hold a Regular School Board Meeting on August 18, 2015. The meeting will be held at 5:30 p.m., or as soon thereafter as may be practicable, in the Garland Boggus Board Room, 426 School Street, Sebring, Florida. All interested persons are invited to attend.

MEETINGS & EVENTS

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the record includes all testimony and ev
upon which an appeal is to be based.

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please call 471-5565 not later than three da
fore the meeting.

#3648 07/30/20

PROPOSALS, SEALED BIDS, RF

INVITATION TO BID (ITB)

The Board of County Commissioners (BCC)
lands County, Sebring, Florida, will receive
bids in the County Purchasing Department fo

ITB 15-052 SALE OF SURPLUS COUNTY PROP

The ITB submittal specifications may be ob
by downloading from our website: www.hcb
or by contacting: Danielle Gilbert, Highlands
ty Purchasing Department 4320 George
Sebring, Florida 33875 5803 Phone: 863 402 6
email: dgilbert@hcbcc.org

Bid envelopes must be SEALED and marke
the name of the BIDDER, and the title "ITB
SALE OF SURPLUS COUNTY PROPERTY" s
identify the enclosed bid submittals must be
ered to Highlands County Purchasing Depar
4320 George Blvd., Sebring, FL 33875-5803, s
reach said office no later than **2:00 P.M., Thu**
August 13, 2015, at which time they will be op

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basis of any individual's disability status. Th
discrimination policy involves every aspect
BCC's functions, including one's access to,
pation, employment or treatment in its pro
or activities. Anyone requiring reasonable a
modation as provided for in the American
Disabilities Act or Section 286.26 Florida St
should contact Mrs. Amanda Tyner, ADA Coo
tor at: 863-402-6509 (Voice), or via Florida
Service 711, or by e-mail: atyner@hcbcc.or
quests for Computer-Assisted Realtime Tec
gy services or interpreter services should be
at least 24 hours in advance to permit coo
tion of the service.

Board of County Commissioners;
Purchasing Department Highlands County, Fl
Website: **www.hcbcc.net**

3585 **07/26/2015, 07/30/2015, 08/03,**

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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 [illegible] special [illegible] session of the City Council held on _____. The vote was as follows:

	Yes	No	Abstain	Absent
Mayor S. Schuler	[illegible]	[illegible]	[illegible]	[illegible]
Deputy Mayor B. Giles	[illegible]	[illegible]	[illegible]	[illegible]
Councilman T. Heston	[illegible]		[illegible]	[illegible]
Councilman G. Anderson	[illegible]	[illegible]	[illegible]	[illegible]
Councilman P. Sutherland	[illegible]	[illegible]		[illegible]

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Deputy Mayor B. Giles	[illegible]	[illegible]	[illegible]	[illegible]
Councilman T. Heston	[illegible]	[illegible]	[illegible]	[illegible]
Councilman G. Anderson	[illegible]	[illegible]		
Councilman P. Sutherland			[illegible]	[illegible]

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 Schuler, Mayor

APPROVED AS TO FORM:

_____
Gerald Buhr, City Attorney

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3661 7/30/2015

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#3648 07/30/2015

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INVITATION TO BID (ITB)

The Board of County Commissioners (BCC) H
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ITB 15-052 SALE OF SURPLUS COUNTY PROPER

The ITB submittal specifications may be obta
by downloading from our website: www.hcbcc
or by contacting: Danielle Gilbert, Highlands C
ty Purchasing Department 4320 George B
Sebring, Florida 33875 5803 Phone: 863 402 652
email: dgilbert@hcbcc.org

Bid envelopes must be SEALED and marked
the name of the BIDDER, and the title **"ITB 15**
SALE OF SURPLUS COUNTY PROPERTY" so
identify the enclosed bid submittals must be d
ered to Highlands County Purchasing Departm
4320 George Blvd., Sebring, FL 33875-5803, so
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pation, employment or treatment in its progr
or activities. Anyone requiring reasonable acc
modation as provided for in the Americans
Disabilities Act or Section 286.26 Florida Stat
should contact Mrs. Amanda Tyner, ADA Coord
tor at: 863-402-6509 (Voice), or via Florida R
Service 711, or by e-mail: atyner@hcbcc.org.
quests for Computer-Assisted Realtime Techn
gy services or interpreter services should be n
at least 24 hours in advance to permit coord
tion of the service.

Board of County Commissioners;
Purchasing Department Highlands County, Flor
Website: **www.hcbcc.net**

3585 **07/26/2015, 07/30/2015, 08/03/2**