

CITY OF AVON PARK
Highlands County, Florida

**Office of the City Manager
110 East Main Street
Avon Park, Florida 33825**

September 3, 2014

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

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday September 8th, at 6:00 p.m. in the Avon Park City Council Chambers, located at 123 E. Pine St.

If you are unable to attend, please contact me at 452-4403.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Deleon".

Julian Deleon,
City Manager

/bb

**CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St. Avon Park, FL
September 8, 2014
6:00 PM**

- A. OPENING**
1. Invocation
 2. Pledge of Allegiance
 3. Roll Call
- B. CONSENT AGENDA:**
4. Council Minutes – Approval of Regular Council Meeting of August 25, 2014
- C. CITIZENS/OUTSIDE AGENCIES**
5. Mr. Hughston Hall- Code Enforcement process
- D. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS**
- E. ADMINISTRATIVE**
6. Request from County Engineer on street name change
 7. Airport Consulting engineer contract agreement.
- F. FIRST PUBLIC HEARING TO ADOPT TENTATIVE MILLAGE RATE AND TENTATIVE FISCAL YEAR 2014-2015 BUDGET.**
10. Resolution 14-10 – Tentative Millage Rate
 - i. Public Hearing on the Tentative Millage Rate for FY 2014/2015
 11. Resolution 14-11 – Tentative Budget
 - i. Public Hearing on the Tentative Budget for FY 2014/2015
 12. First Reading – Ordinance 19-14 Establishing Budget for FY 2014/2015
 - i. Public Hearing on the Tentative Budget for FY 2014/2015
- F. CITIZENS PARTICIPATION**
- G. ADJOURN**
- Any person who might wish to appeal any decision made by the City Council of the City of Avon Park, Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the City Manager prior to the meeting.

(B-4)

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
August 25, 2014
6:00 PM

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

Others Present: City Manager Julian Deleon, and Administrative Services Director Maria Sutherland, Attorney Gerald T. Buhr, Members of Press and Audience.

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

CONSENT AGENDA: City Manager, Julian Deleon, noted the items on the consent agenda. Council Minutes Regular Meeting August 11, 2014. **Motion** made by Councilman Garrett Anderson, seconded by Councilman Terry Heston to approve consent agenda as presented. Motion carried unanimously.

CITIZENS/OUTSIDE AGENCIES:

The Chamber of Commerce requested road closures of Main Street (HWY 64) for three events:

- Christmas Parade on Dec 1st 2014
- Christmas on Main Street on Dec 8th 2014
- Mall Festival March 27th & 28th 2014

Motion made by Councilman Garrett Anderson to close requested portions of Main Street as presented by the Chamber of Commerce for the three events mentioned, Seconded by Councilman Terry Heston. Motion approved unanimously.

City Manager Julian Deleon handed out information that he would like for Council to consider regarding the rental costs and operations of the Community Center.

ADMINISTRATIVE:

Public Safety Director Jason Lister gave the good news of the City's ISO rating dropping. Advancements made provided the "3" ranking which would benefit property owners fire insurance premiums.

Final Fire Rate Resolution 14-14 Public hearing was open and then closed after no audience comments. **Motion** by Terry Heston and Seconded by Councilman Parke Sutherland to approve the Final Fire Rate Resolution. Motion carried unanimously.

Approval of Airport Consulting Engineer: Councilman Parke Sutherland **motioned** to enter negotiations for an agreement with AmHerst Consulting. Seconded by Councilman Terry Heston. Motion carried unanimously.

Approval FDEP/SRF Program amendment-2: Motion by Councilman Terry Heston, seconded by Councilman Garrett Anderson. Motion carried unanimously.

Motion by Councilman Terry Heston and second by Councilman Garret Anderson to approve the full payment of the SRF loan proceeds as budgeted in FY 2014/2015. Motion carried unanimously.

Lake Verona Drainage Contract/Bid Award: Motion by Councilman Parke Sutherland to authorize contract between the City and the lowest most responsible bidder Excavation Point, Inc. in the amount of \$509,329. Seconded by Councilman Terry Heston. Motion carried unanimously.

Meeting adjourned at 6:16 PM

ATTEST: _____
Maria Sutherland

Deputy Mayor Brenda Giles

Rec'd 3 pm
8/21/14 MS

C-5

FROM THE DESK Of;

HUGHSTON F. HALL

2806 WOODRUFF HEIGHTS
AVON PARK, FL. 33825-2950

Phone: 863/453-2680

08/20/2014

TO THE SERVICE of:

CITY MANAGER of AVON PARK, FL.
110 EAST MAIN St.
AVON PARK, FL. 33825

Mr. DELEON;

IN RESPONSE of A CITATION PROCESS; I, Hughston Foy Hall of 2806 Woodruff Heights, AM REQUESTING to be SCHEDULED to APPEAR BEFORE THE CITY COUNCIL for the purpose of CONTINUATION of DUE PROCESS.

A DATE and TIME-SETTING ALLOTMENT for the CIRCUMSTANCE and SITUATIONAL PRESENTATION. Approximate TIME NECESSARY, 15-20 MINUTES. Both VERBAL and TELESTRATIVE (CD & PHOTOGRAPHIC) along with SIX PERSONALIZED PACKETS. Packets AVAILABLE at YOUR REQUEST.

This REQUEST HAVING BEEN DISCUSSED and DEEMED NECESSARY during TESTIMONY @ THE MAGISTRATIVE HEARING of August Thirteenth, 2014th.

Please NOTE that THE MAGISTRATE-INFERRED that SHE BE E-MAILED (As to YOUR APPROPRIATE RESPONSE).

Thanking YOU IN ADVANCE, for YOUR MOST COURTEOUS RESPONSE to these PARTICULARS.


(Petitioner)

Signatory Receiver 

cCHFH, Cnsel.



EG

HIGHLANDS COUNTY

BOARD OF COUNTY COMMISSIONERS

ENGINEERING DEPARTMENT

September 2, 2014

Mr. Julian DeLeon, P.E.
City of Avon Park, City Administrator
110 E. Main St.
Avon Park, FL. 33825

RE: Recommendation for two (2) street name changes within the City Limits of Avon Park

Dear Mr. DeLeon:

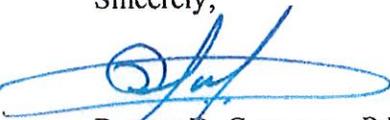
The E-911 Coordinator, Capt. J. P. Fane, has brought to the County's attention an area of concern resulting from a recent Dispatch Center/First Responder issue. An addressing inconsistency exists within the City Limits of Avon Park. To correct these inconsistencies the County would like to propose to the Avon Park City Council the changing of the names of two streets.

The first recommendation is to change Lawhon Street to E. Winthrop Street thereby allowing E. Winthrop to continue from Fox Lake Road heading west all the way to the railroad tracks. *Please see Exhibit A.*

The second recommendation for a street name change is to add a directional prefix to Winthrop Street, making it W. Winthrop Street, thus allowing for a consistency between E. Winthrop St. and W. Winthrop St. *Please see Exhibit B.*

Attached are *Exhibits C and D* which show that twenty five (25) site addresses will be affected.

Sincerely,


Ramon D. Gavarrete, P.E.,
County Engineer

Attachments: Exhibit A - Map Recommendation for Lawhon St. to be renamed E. Winthrop St.
Exhibit B - Map Recommendation to change directional prefix on Winthrop St.
Exhibit C - Map showing the combined name changes.
Exhibit D - List of twenty five (25) site addresses.

RDG\jlw

G:\Addressing Notification\Road_Renaming\Letter to Julian DeLeon, City of AP - Recommendation of renaming of Lawhon to E. Winthrop Street.docx

505 S. Commerce Ave., Sebring, Florida 33870-3869
Fax (863) 402-6548
Phone (863) 402-6877
www.hbcc.net



Us 27 N

Batts St

N Anoka Ave

W Taunton Rd

Maxwell St

Renfro St

W Duranice St

W Circle St

N Florida Ave

Alton St

W Winthrop St

Emmanuel Way

W Ruhn St

W Winifred St

Recommended Change
W. Winthrop St.

W Oak Lane St

N Desoto Ave

Gribble St

Frizzell Ave

N Summit Ave

W Pleasant St

N Byrd Ave

N Prospect Ave

N Glenwood Ave

Bethel Hill St

N Central Ave

Barberrys Loop

Juneberry Sr

Raisin Ct

Cloudberry Ct

N Museum Ave

N Railroad Ave

Ferguson Ave

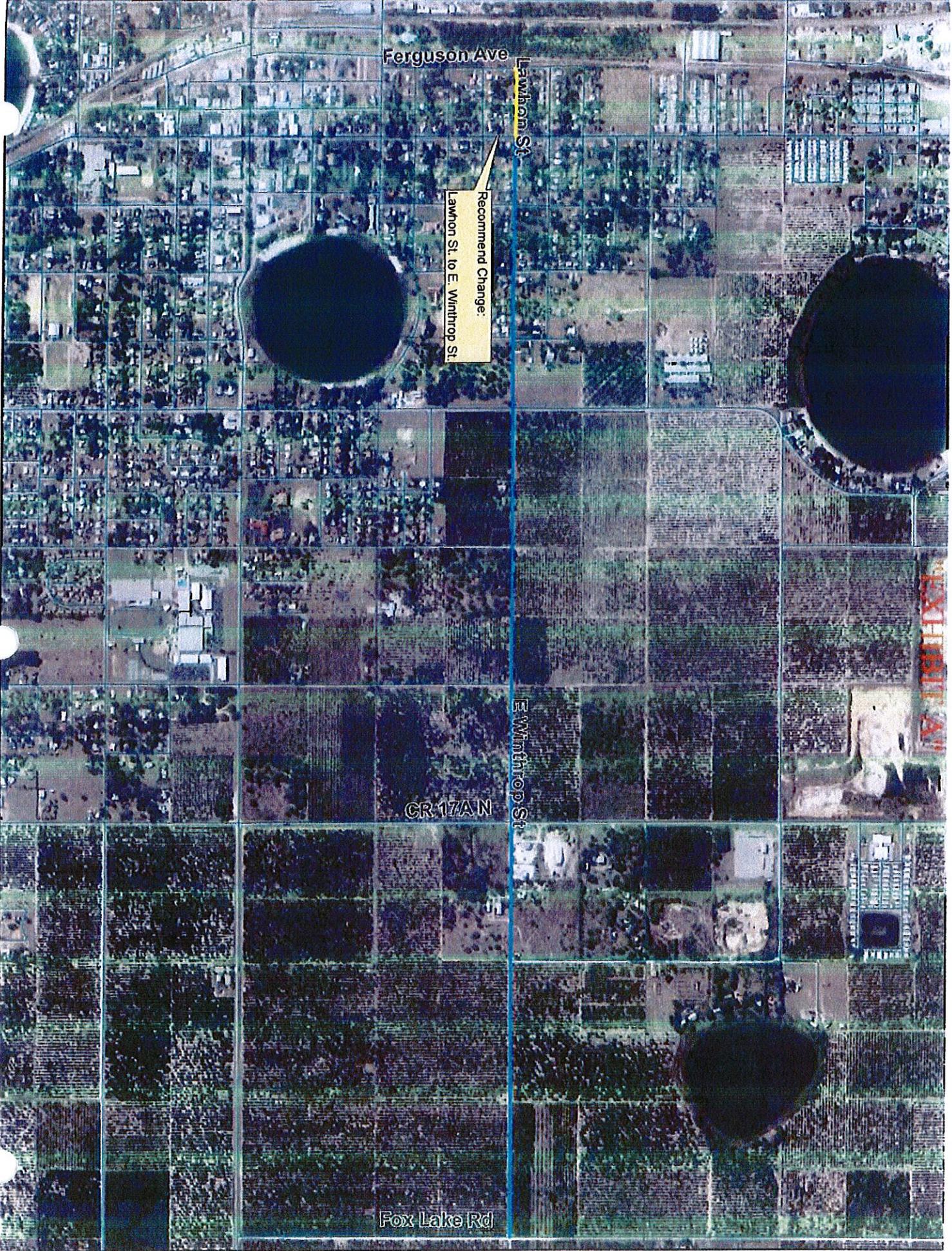
Lawton St

Recommend Change:
Lawton St. to E. Winthrop St.

CR 17A N

E Winthrop St

Fox Lake Rd



"EXHIBIT D"

ADD PREFIX DIRECTIONAL W

PARCEL NO	SITE ADDRESS	OWNER NAME	MAILING ADDRESS
A22332801000900030	411 WINTHROP ST AVON PARK, FL 33825	CITY OF AVON PARK	110 E MAIN ST AVON PARK, FL 33825
A22332801000900040	413 WINTHROP ST AVON PARK, FL 33825	MOSLEY TANYA	
A22332801000900050	415 WINTHROP ST AVON PARK, FL 33825	ROQUE MIGUEL ANGEL + ORTIZ CECILIA	
A15332801004800000	700 WINTHROP ST AVON PARK, FL 33825	SECRETARY OF HOUSING + URBAN DEVELOPMENT	4400 WILL ROGERS PKWY OKLAHOMA CITY, OK 73108
A15332801004400000	702 WINTHROP ST AVON PARK, FL 33825	JENKINS PATRICIA V	
A15332801004900000	704 WINTHROP ST AVON PARK, FL 33825	JENKINS PATRICIA V	702 WINTHROP ST AVON PARK, FL 33825
A22332801001000010	705 WINTHROP ST AVON PARK, FL 33825	HIGHLANDS COUNTY SCHOOL BOARD	426 SCHOOL ST SEBRING, FL 33870
A22332801001300040	705 WINTHROP ST AVON PARK, FL 33825	CITY OF AVON PARK	110 E MAIN ST AVON PARK, FL 33825
A15332813000000190	710 WINTHROP ST AVON PARK, FL 33825	RENNER AUDREY R	
A15332801004600000	712 WINTHROP ST AVON PARK, FL 33825	GAMEZ MARIA G	
A15332801004500000	714 WINTHROP ST AVON PARK, FL 33825	EGAN LAWRENCE CHRISTOPHER	
A15332801004700000	716 WINTHROP ST AVON PARK, FL 33825	TUFO ALBERTA + BARBARA L	
A15332801004100000	800 WINTHROP ST AVON PARK, FL 33825	CITY OF AVON PARK	110 E MAIN ST AVON PARK, FL 33825

CHANGE TO ?

A15332801005100000 200 W WINTHROP ST AVON PARK, FL 33825

GSY FAMILY PARTNERSHIP LTD +

2326 BELLEVUE AVE DAYTONA BCH, FL 32114

CHANGE FROM LAWHON ST TO E WINTHROP ST

A15332808000000010	28 LAWHON ST AVON PARK, FL 33825	MCCRACKEN SHANNON	1494 WILDE ST AVON PARK, FL 33825
A22332801000500041	25 LAWHON ST AVON PARK, FL 33825	RIEKEN DENNIS	479 16TH ST SE LEMARS, IA 51031
A15332808000000020	24 LAWHON ST AVON PARK, FL 33825	CAPPUCCIO GUY + BONNIE	273 S RIVERDALE RD AVON PARK, FL 33825
A15332808000000030	20 LAWHON ST AVON PARK, FL 33825	FRY MARTHA	
A22332804000100080	19 LAWHON ST AVON PARK, FL 33825	RENFFO FRED U JR + DOROTHY I	
A15332808000000040	14 LAWHON ST AVON PARK, FL 33825	ORTIZ FRANCISCO + SCOTT CATHLEEN S	
A15332808000000050	12 LAWHON ST AVON PARK, FL 33825	TREVINO NOAH A + DAWN J	
A22332804000100060	11 LAWHON ST AVON PARK, FL 33825	COBB DELORES M COTTONGIM	
A22332804000100040	9 LAWHON ST AVON PARK, FL 33825	LOZIER RONALD E + GERALDINE B	PO BOX 589 AVON PARK, FL 33826
A22332804000100010	5 LAWHON ST AVON PARK, FL 33825	TOLAR LESTER G + TOLAR LESTER L	2171 W FALCON RD AVON PARK, FL 33825
A15332808000000060	2 LAWHON ST AVON PARK, FL 33825	SMITH ALVIN L + DORA V	

General Consulting Agreement
Between
City of Avon Park, Florida
And
AmHerst Consulting Company, LLC



This Agreement ("Agreement") is made and entered into this ____ day of _____, 2014, by and between the City of Avon Park, Florida, a Florida municipal corporation ("City") and AmHerst Consulting Company, LLC, with offices located at 1000 Legion Place, Suite 1285, Orlando, Florida 32801 ("Consultant").

WITNESSETH:

WHEREAS, the City wishes to obtain general consulting services for the Avon Park Executive Airport ("Airport") related issues on a continuing as-needed basis; and

WHEREAS, the Consultant is qualified and willing to provide such services on an as-needed basis.

NOW THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Consultant agree as follows:

Article 1
Term of Agreement

The City hereby retains the Consultant for a five (5) year period consisting of a three (3) year term and two (2) additional year extensions commencing the date first above written to furnish planning, programming, engineering, and technical management services for the duration of General Consulting Agreement, as specifically stipulated by the City from time to time, and as required in connection with the engineering, planning and development of the Airport. The term of any Task Authorization, as described in Article 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

Article 2

Task Authorization Form, Approval and Changes

The Consultant shall perform consulting services as defined in Article 3 herein on a "task" basis. The City shall provide the Consultant with a general description of the task to be performed. At the City's request, the Consultant shall: generate a detailed scope of work document; prepare a schedule; add a not-to-exceed-price, firm lump sum, or estimated price, as deemed appropriate by the City to accomplish the task; and send the developed task proposal to the City preferably in electronic format, unless otherwise specified. If a site visit by the Consultant is needed to generate the scope document, the Consultant shall request approval from City prior to visiting the site. The City will review the proposal and, if the description is mutually acceptable, the parties will enter into a written Task Authorization with the agreed/negotiated task proposal incorporated into the City's designated Task Authorization form. The final fully executed Task Authorization shall supersede any previous task proposal. Upon receipt of the fully executed Task Authorization from the City, the Consultant shall perform the services set forth therein.

Unless authorized in writing by the City, the Consultant shall not include within the task proposal any conflicting terms/conditions to this Agreement, rate schedules, signature requirements, or acceptance forms for City approval.

The Consultant shall provide the City, at the City's request, with monthly time sheets or labor-cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the Task Authorization, and the number of hours worked by each.

The specific scope of services for each individual assignment or project shall be defined within the applicable Task Authorization. The City may make changes in the services to be provided under a Task Authorization at any time by giving written notice to the Consultant. If such changes increase, decrease or eliminate any amount of work, the City and the Consultant will negotiate a change in total cost or schedule modifications. If the City approves any change, the Task Authorization will be modified to reflect the changes. The Consultant shall be compensated for said services in accordance with the terms of Article 13 of this Agreement. All change orders shall be authorized in writing by the City's designated representative.

All of the City's Task Authorizations and amendments thereto shall be performed in strict accordance with the terms/conditions of this Agreement insofar as they are applicable.

Article 3

Services To Be Provided by Consultant

The projects for which Consultant's services may be required include, without limitation:

1. Rehabilitate Runway 5-23;
2. Install REILS and PAPI on Runway 10-28;
3. Install Emergency Back-up Generator;
4. Extend Taxiway F;
5. Construct Parallel Taxiway to Runway 10-28;
6. Construct T-Hangars;
7. Construct Apron Expansion.

The services that the Consultant shall furnish to the City in relation to such projects may include, without limitation:

1. planning and programming services;
2. preparation of contract documents and specifications;
3. engineering and/or architectural design;
4. site development and utilities design;
5. design related construction phase services, construction management services, construction contract administration and resident project representative services;
6. program and technical management services;
7. special services relating to maintenance, financial, bonding, airspace, environmental, land use studies, land acquisition, development of regional impact studies (DRI), permitting and other related studies;
8. additional miscellaneous services, including but not necessarily limited to engineering surveys, property surveys, ecological services, environmental services, electrical and mechanical engineering, fueling systems, construction materials testing and subsurface soil investigations;
9. technical and administrative assistance in applying for state and federal aid; and
10. other related services as may be required

The City's responsibilities for each project shall be as set forth in the respective Task Authorization entered into for such project.

Article 4
Project Schedules

Time is of the essence with regard to this Agreement and any Task Authorization hereunder. The Consultant shall perform its services in conformance with the mutually agreed upon schedule set forth in the negotiated Task Authorization. The Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of the work on at least a monthly basis. Should the Consultant fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed upon schedule.

Article 5
Joint Cooperation

Close collaboration and cooperation shall be maintained by the Consultant with representatives of the City and the City will be entitled at all times to be advised, at its request, of the status of work being performed by the Consultant and of the details thereof. To the extent available, the City shall furnish to the Consultant all pertinent information deemed necessary by the Consultant to be relevant to the execution of each project. The City will have the right to inspect the work of the Consultant at any time. Either party of this Agreement may request and be granted a conference.

Article 6
Specialty Consultants

Determination of the need for and selection of specialty (or other) consultants shall be made jointly by the Consultant and the City.

Article 7
Ownership of Documents

All drawings, tracings, plans, designs, models, photographs, reports, surveys, calculations, specifications, maps, computer programs and other data prepared or obtained in connection with this Agreement and under a specific Task Authorization hereto shall remain the property of the City whether the project for which they are made are executed or not. A set of electronic drawing files formatted to AutoCAD (or such other format as the City may request) and in Microsoft Word for specifications and reports shall be provided to the City. A set of reproducible drawings shall be provided for the City's files. The above-specified documentation/data prepared by the Consultant shall be delivered by the Consultant to the City at the conclusion of the project or termination of the Consultant's services. The Consultant, at its own expense, may retain copies for its files and internal use.

Article 8
Force Majeure

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by: acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of force majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

Article 9
Claims

Claims arising from changes or revisions made by the Consultant at the City's request shall be presented to the City before work starts. In any case, where the Consultant deems that extra compensation is due for work not covered herein, the Consultant shall notify the City in writing of its intention to make a claim for extra compensation and receive City approval before it begins work on which the claim is based. If such approval is not obtained, then the City shall not be liable for any extra costs. Consultant may refuse to perform additional work requested by the City until an appropriate Task Authorization is executed by the parties. Such notice by the Consultant and the fact that the City has kept account of the costs as aforesaid shall not in any way be construed as proving the validity of the claim. Consultant is not entitled to compensation for work in revising plans and specifications to correct errors or omissions of the Consultant resulting from negligence of the Consultant.

Article 10
Compliance with Laws; Public Records

The Consultant shall comply with all federal, state and local laws and/or ordinances applicable to the work. ~~The Consultant shall allow public access to all documents, papers, letter or other material subject to disclosure pursuant to the provisions of Chapter 119, Florida Statutes, the Florida Public Records Law, made or received by the Consultant in conjunction with this Agreement. The Consultant will be performing a service traditionally performed by City personnel, therefore, it is possible that the Consultant could be determined by a court of law to be "acting on behalf of the City" to bring it under the ambit of the Florida Public Records Act, Chapter 119 F.S. Therefore, pursuant to section 119.0701 F.S., the Consultant agrees to the following public records requirements:~~

(a) The Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services hereunder. All records, books, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and especially s. 119.0701 FS, and such "public records" shall be kept by the Consultant in compliance thereof.

(b) At no additional cost to the City, the Consultant shall provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119. F.S., or as otherwise provided by law.

(c) The Consultant shall ensure that public records that are exempt, or confidential as well as exempt from public records, the public records are not disclosed except as authorized by law.

(d) The Consultant shall meet all requirements for retaining public records and shall transfer, at no cost to the City, all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt and confidential. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Article 11

Successors and Assigns

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the City nor the Consultant shall assign, sublet, convey or transfer its interest in the Agreement without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

Article 12
Default and Termination

Each of the following shall constitute a default under this Agreement: (a) Consultant is adjudged to be bankrupt; (b) Consultant makes a general assignment for the benefit of its creditors; (c) Consultant fails to comply with any of the terms, conditions or provisions of this Agreement; or (d) Consultant experiences a labor dispute which threatens to have a substantial adverse impact upon performance of this Agreement. If, during the term of this Agreement, Consultant is in default of this Agreement, City may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until the City gives written notice of default to Consultant with at least ten (10) days to cure such default. If Consultant fails to correct such delinquency or default, City may terminate this Agreement and pursue such remedies as may be available at law or in equity. Consultant shall be paid compensation for services satisfactorily performed and completed as of the date of termination. City shall not be liable for partially completed work.

Either party may, by giving thirty (30) days prior written notice to the other, terminate this Agreement in whole or in part, at any time, with or without cause. Upon receipt or delivery of such notice, the Consultant shall immediately discontinue all services affected unless the notice from the City directs otherwise. Upon termination of this Agreement for convenience, the Consultant shall be paid its compensation for services satisfactorily performed as the date of termination based on the percentage of work satisfactorily completed. The City shall not be obligated to pay for any services performed by the Consultant after notice of termination has been given by either party.

In addition to other remedies available under this Agreement, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Consultant any sums or amounts which the Consultant may owe to the City pursuant to provisions of this Agreement.

Article 13
Payment for Services

The Consultant's Professional Services Fee Schedule (the "Fee Schedule") set forth in attached Exhibit "A" shall be used as a basis for all fees charged under this Agreement. This fee schedule shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates set forth in the fee schedule are firm through December 31st of the current year, but are subject to an equitable adjustment on an annual basis that is to be negotiated and in place by January 1 of each following year. Any such adjustment shall not apply to a Task Authorization previously in effect. Any adjustments to the fee schedule must be mutually agreed to in writing by the City and the Consultant. Failure to reach an Agreement on fees and cost shall be cause to terminate this Agreement.

The "deliverables" are defined as reports, findings, specifications or anything else that is the end product of work performed by the Consultant for the City. The Consultant shall, within such time constraints as may be set forth in the Task Authorization, submit to the City the deliverables identified in the Task Authorization. The Consultant shall upon completion of all work, submit to the City all information developed in the course of the consulting services. The Consultant shall, upon request by the City and upon completion or termination of this Agreement, deliver to the City all material furnished to the Consultant, provided the City identifies those materials in writing.

The City agrees to pay or compensate the Consultant for the professional services performed on each Task Authorization in accordance with one of the following methods unless otherwise provided herein or in the Task Authorization: a not to exceed cost based upon the rates set forth in the Fee Schedule which, unless otherwise stated in the Task Authorization, shall include expenses; and a lump sum cost based upon the Fee Schedule.

The City shall pay the Consultant as follows: for services and expenses of independent professional associates, consultants and/or subcontractors employed by the Consultant, the amount invoiced to the Consultant times a factor of 1.0, unless otherwise agreed to in writing by the City in a particular Task Authorization.

At the end of each billing period, the Consultant shall provide the City with a report showing the percentage of actual consulting work completed compared to the total project.

A separate invoice must be submitted for each individual Task Authorization. At the City's request, invoices must show a breakdown of the number of hours worked by each person charging time to the Task Authorization, hourly salary cost and any reimbursable expenses.

Records of the Consultant's salary costs and reimbursable expenses pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records shall be made available to the City for audit upon request by the City. Copies shall be made available to the City on request prior to final payment for the Consultant's services.

It is understood that the following shall also apply to any and all Task Authorizations unless specifically contradicted therein.

- A. No federal excise or state sales taxes shall be included in the fees for the services provided hereunder.

- B. Invoices received from the Consultant pursuant to this Agreement or any subsequent Task Authorization(s) will be reviewed and approved by the City indicating that services that have been rendered are in conformity with this Agreement and/or any subsequent Task Authorization(s).
- C. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final billing to the City for each Task Authorization, as applicable. This will certify that all services have been properly performed and all charges and costs have been invoiced to the City.

Article 14

Equal Employment Opportunity

During the performance of this Agreement and in accordance with Section 202 of Executive Order 11246 and the Code of Federal Regulations 41 CFR 60 (section 60-1.4), the Consultant agrees as follows.

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offices setting forth the provisions of the non-discrimination clause.
- (2) The Consultant will in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard of race, creed, color or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union of worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- (5) The Consultant will furnish all information and reports by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the secretary of labor or pursuant thereto and will permit access to his books, records and accounts by the contracting agencies and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for future government contracts in accordance with procedures authorized in executive order no. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Consultant will take such action with respect to any subcontracting or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however that in the event the Consultant becomes involved in or is threatened with litigation with a subcontractor or vendors as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

Article 15
Truth in Negotiations

The Consultant warrants that the wage rates and other factual unit costs supporting the lump sum compensation for each Task Authorization are accurate, complete and current at the time of contracting and that the original contract prices and any additions thereto shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual costs. All such contract adjustments shall be made within one (1) year of the Agreement.

Article 16

Prohibition against Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee of the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

Article 17

FAA, DOT AND FDOT

In this Agreement reference is made to the Federal Aviation Administration (FAA), the United States Department of Transportation (DOT), and the Florida Department of Transportation (FDOT).

Article 18

Access to Records

The City, FAA, DOT, FDOT and any other duly authorized representative shall have access to any books, documents, papers, records of the Consultant which are directly pertinent to a specific grant program or Task Authorization to this Agreement, for the purpose of making audits, examinations, excerpts, and transcripts. The Consultant shall maintain all project records for three years after final payment is made and after all other pending matters are closed, whichever is later.

Article 19

Title VI Assurances

The provisions of Exhibit "B", included and attached herein, are incorporated by reference into this Agreement and made a part hereof.

Article 20

Disadvantaged Business Enterprise (DBE) Goals

The provisions of Exhibit "C", included and attached hereto, are incorporated by reference into this Agreement and made a part hereof. The Consultant will adhere to the City's goals for sub consultant participation for DBE purposes in future Task Authorization(s) for each project involving Federal and/or State of Florida assistance.

Article 21

Limitations on Cost Estimates

Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over any construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable project costs and construction costs provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual project costs or construction costs will not vary from opinions of probable costs prepared by the Consultant.

Article 22

Insurance, Indemnification and Safety

- (1) The Consultant shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits, requirements and conditions set forth in attached Exhibit "D".
~~Consultant agrees to comply with City's safety standards while on the property of City. Consultant shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services hereunder.~~
- (2) The Consultant shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs, through appeals, which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Consultant, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida, and other good and

valuable consideration, the receipt and sufficiency of which the Consultant hereby acknowledges. This clause shall survive the termination of this Agreement as to any events occurring during the Consultant's work for the City. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Consultant of its liability and obligation to defend, hold harmless and indemnify the City of Avon Park as set forth in this article of the Agreement.

~~(4)-(3)~~ Consultant agrees to comply with City's safety standards while on the property of City. Consultant shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services hereunder.

Article 23

Warranties

Consultant warrants that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered. Consultant warrants that the personnel furnishing such services shall be fully qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment. Subject to the provisions of this section, should Consultant breach the warranties set forth herein, City shall have such remedies as may be provided at law or equity. Without limiting the generality of the foregoing, if prior to the expiration of one (1) year from the date Consultant completes its services under any Task Authorization entered into hereunder, Consultant's services are found to be noncomplying, defective, or otherwise improperly performed and City notifies Consultant in writing that a defect, error, omission or noncompliance has been discovered in Consultant's services, Consultant shall, at the option of City: (a) correctly re-perform such noncomplying, defective, or otherwise improperly performed services at no additional cost to City; or (b) refund the amount paid by City attributable to such noncomplying, defective, or otherwise improperly performed services.

Article 24

Observation and Testing for Construction Safety

The observation and testing for construction safety is not included herein nor shall it be made a part of any Task Authorization.

Article 25

Hazardous Materials; Asbestos

If potentially hazardous material or asbestos is encountered, the Consultant shall have the right to suspend the work and the right, by written notice to the City to terminate the work. The City shall remain liable for and shall pay all fees and charges incurred under the provisions of the Agreement through the date of termination.

Article 26

Conflict of interest

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statute § 112.311. The Consultant further represents that no persons having any such interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstances which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant.

The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement.

Article 27

Public Entity Crimes

The Consultant is directed to the Florida Public Entity Crime Act, § 287.133, Florida Statutes, and is directed to comply with said statute in all respects prior to and during the term of this Agreement.

Article 28

Notice

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to the City:

Maria Sutherland
Administrative Services Director
City of Avon Park
110 East Main Street
Avon Park, Florida 33825

as to the Consultant:

Todd N. Zimmerman
Principal
AmHerst Consulting Company, LLC
1000 Legion Place, Suite 1285
Orlando, Florida 32801

, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Article 29

Miscellaneous

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written Agreement(s) between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida, without regard to such state's choice of law provisions that may require that the law of another state shall prevail. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the tenth judicial circuit for Highlands County, Florida, for claims under state law and the Middle District of Florida for any claims which are justiciable in Federal Court.

Article 30

Mediation

In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The

parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of the Circuit Court for Highlands County. The fee of the mediator shall be shared equally by the parties. To the extent provided by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the dispute.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the day and year first above written.

APPROVED BY CITY:

City of Avon Park, Florida

Date: _____

Attest: _____

Sharon Schuler
Mayor

Consultant:

AmHerst Consulting Company, LLC

Date: _____

Attest: _____

Todd N. Zimmerman
Principal

Exhibit "A"
Fee Schedule

AmHerst Consulting Company, LLC
Typical Prime Consultant Billing Rates - City of Avon Park, FL
2014

FUNCTION	2014 HOURLY BILLING RATE
Principal	\$235.00
Project Director	\$187.00
Construction Manager	\$170.00
Project Manager	\$170.00
Senior Engineer	\$150.00
Project Engineer	\$122.00
Engineer	\$110.00
Senior Planner	\$130.00
Planner	\$90.00
Senior Designer	\$100.00
Designer	\$89.00
Cadd Technician	\$82.00
Clerical/Administrative Assistant	\$53.00
Resident Project Representative	\$87.00
Expenses	Per Project
Per Diem (RPR)	Per Project

Exhibit "B"
Title VI Assurances

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations (CFR), Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination. The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices within the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for sub-contracts, including procurement of materials and equipment. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereof, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance. In the event of the Contractor's non-compliance with the non-discrimination provision of this Agreement, the sponsor shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - b. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraph 1 through 5 in every sub-contract, including the procurement of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Exhibit "C"

Disadvantaged Business Enterprises (DBE) Assurances

1. **Policy.** It is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of Agreement(s) financed in whole or in part with federal and/or state funds under this Agreement. consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.
2. **DBE Obligations.** The Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Agreement(s) and sub-contracts financed in whole or in part with federal and/or state funds provided under this Agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform work. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted projects.

The word "Contractor" as used in this attachment, shall mean the same as "Consultant".

The word "sponsor" as used in this attachment, shall mean the same as "City".

Source: from FAA ac 150/5100-14c, appendix 1, 1/6/93

Exhibit "D"
Insurance Requirements
Professional Engineering Consulting Services

INSURANCE – BASIC COVERAGES REQUIRED

Comprehensive General Liability Insurance with a limit of \$12,000,000 per occurrence and \$1,000,000 Aggregate for personal injury and property damage.

Automobile Liability Insurance with a minimum combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.

Worker's Compensation Insurance in the amount required by law to provide protection for employees of the Submitter in the event of job related injuries.

Professional Liability or Errors and Omissions Insurance having minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate liability.

INSURANCE REQUIREMENTS AND CONDITIONS: All of the policies of insurance referred to in this Exhibit shall be written in a form satisfactory to the City and by insurance companies satisfactory to City, but not less than AM Best "A", with City being included as an additional named insured, and with the insurer waiving any subrogation rights against City. The City agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by the Consultant in compliance with this Exhibit. The Consultant shall pay all of the premiums and deliver the policies, or certificates of the policies, to the City at execution of this Lease. In the event of the Consultant's failure either to acquire the insurance in the names called for or to pay the premiums or to deliver the policies, the City shall have the right to terminate this Agreement immediately, or within the number of days that current policy(ies) continue to be valid, whichever is the longest time period.

Agenda Item Summary

Subject: First Public Hearing to Adopt the Tentative Millage Rate and Tentative Fiscal Year 2014/2015 Budget

Item No. F-10 + F-11 + F-12

Placed on Agenda by: City Manager

Total Amount of Project:

Staff Review: Yes

Attorney Review: Yes

Recommended Motion(s):

1. Motion to approve Resolution 14-10 setting the tentative millage at 0.30 cent per \$1,000 in valuation for the tentative FY 2014/2015 budget.
2. Motion to approve Resolution 14-11 to adopt the tentative budget for FY 2014/2015 as proposed.
3. Move to approve the first reading of Ordinance 19-14 as proposed to adopt the planned final budget on September 22nd 2014.

Background:

The City's budget documents must follow strict time lines in the month of September. We had a workshop in July to discuss each City department expenditures, and revenues. We have also made adjustments to the draft budget during the past few months as approved by the City Council.

As provided by Florida Statute, we will have two public hearings to allow for public participation, and make any final changes needed. All of our budget documents are available on the City's web site Home-page: www.avonpark.cc

If there are no further changes, please save the budget paper files included with this agenda item, so we can save on paper for the second public hearing on September 22nd, 2014.

Below is a brief summary of the adoption documents (attached) for the September 8th budget meeting with public hearings:

Resolution 14-10 sets the millage rate at 30 cents per \$1,000

Resolution 14-11 adopts the "tentative" budget.

Ordinance 19-14 (two readings required) adopts the final budget on September 22nd.

F-10

RESOLUTION NO. 14-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ADOPTING THE TENTATIVE MILLAGE RATE OF THE CITY OF AVON PARK FOR THE FISCAL YEAR 2014-2015; PROVIDING FOR PUBLIC HEARING AND ADVERTISING THE SAME AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES

WHEREAS, the City Council has computed a proposed millage rate necessary to fund the tentative budget, other than the portion of said budget to be funded from sources other than Ad Valorem taxes, to be \$0.3000 per \$1,000 valuation; and

WHEREAS, opportunity was afforded all concerned citizens to be heard relative to the proposed millage rate at a public hearing in the Council meeting located at 123 East Pine Street, Avon Park, FL 33825, and notice of said hearing was given as required by Section 200.069, Florida Statutes; now therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA.

Section 1. The tentative millage rate as computed by the City Council shall be \$0.3000 mills per \$1,000 for the fiscal year 2014-2015. The City's roll back rate is \$0.3063 mills for fiscal year 2014-2015. The \$0.3000 millage rate is a decrease of 2.06 percent to the rolled-back rate.

Section 2. As required by Section 200.065, Florida Statutes, the City Clerk is directed to advertise the city's intent, to finally adopt a millage rate in the Highlands Today, a newspaper of general circulation in Highlands County, in the manner and form provided by law, and that a public hearing will be held on September 22, 2014, at 6:00 p.m. in the Council Chambers located at 123 East Pine Street, Avon Park, FL 33825, for the purpose of hearing comments regarding the final millage rate.

Section 3. This resolution shall be effective immediately upon passage.
Adopted by the City Commission on September 8, 2014.

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Approved as to Form:

Maria Sutherland, City Clerk

Gerald T. Buhr, City Attorney

(f-11)

RESOLUTION NO. 14-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA ADOPTING THE TENTATIVE BUDGET OF THE CITY OF AVON PARK FOR THE FISCAL YEAR 2014-2015; PROVIDING FOR PUBLIC HEARING AND ADVERTISING THE SAME AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES

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

Section 1. The estimate of the expenditures and revenues for the ensuing fiscal year, as set forth in the City's proposed budget, copies of which are on file in the office of the City Clerk, is hereby adopted as the tentative budget of the City of Avon Park, Florida establishing total appropriation for expenditures of \$16,198,758 for the fiscal year beginning October 1, 2014.

Section 2. As required by Section 200.065, Florida Statutes, the City Clerk is directed to advertise the City's intent to finally adopt a budget in Highlands Today, a newspaper of general circulation in Highlands County, in the manner and form provided by law, and that a public hearing will be held on September 22, 2014, at 6:00 p.m. in the Council Chambers located at 123 East Pine Street, Avon Park, FL 33825, for the purpose of hearing comments regarding the tentative budget, and passage of the Final Budget Ordinance.

Section 3. This resolution shall be effective immediately upon passage.

Adopted by the City Commission on September 8, 2014

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Approved as to Form:

Maria Sutherland, City Clerk

Gerald T. Buhr, City Attorney

F-12

ORDINANCE NO. 19-14

**AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2014-
2015; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council has prepared an estimate of the expenditures and revenues of the City for the ensuing fiscal year, copies of which are on file with the City Clerk for inspection by the public; and

WHEREAS, pursuant to Subsection 200.065(2)(c), Florida Statutes, on September 8, 2014, the City Council conducted a public hearing and adopted a tentative General Budget for the 2014-2015 fiscal year by Resolution No. 14-11; and

WHEREAS, the City of Avon Park, Highlands County, Florida, set forth the total appropriations of expenditures for the Budget for Fiscal Year 2014-2015 in the amount of \$16,198,758.

WHEREAS, the City held a final public hearing on September 22, 2014 as required by Florida Statute 200.065; and

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

Section 1. Budget Adopted. The estimate of the expenditures and revenues for the ensuing fiscal year, as set forth in the City Manager's report, copies of which are on file in the office of the City Clerk, as amended by the City Council, is hereby adopted and finalized as the budget of the City of Avon Park, Florida for the fiscal year beginning October 1, 2014.

Section 2. This Ordinance shall be effective immediately upon passage.

This ordinance was read for the first time at the Regular Meeting of the City Council on the 8th day of September, 2014, when it was voted on by members of the City Council as follows:

Yeas _____ Nays _____ Absent _____

This ordinance was read for a second and final time at the Regular Meeting of the City Council on the 22nd day of September, 2014, when it was voted on by members of the City Council as follows:

Yeas _____ Nays _____ Absent _____

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

ATTEST:

Approved as to Form and Correctness:

Maria Sutherland, City Clerk

Gerald T. Buhr, City Attorney