



## CITY OF AVON PARK

*Highlands County, Florida*

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

December 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 December 8, 2014, 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 "Julian Deleon".

Julian Deleon,  
City Manager

/bb



**CITY OF AVON PARK**  
Highlands County, Florida

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

**A. OPENING**

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

**B. CITY ATTORNEY**

4. Closed Executive Session Announced
5. Closed Meeting Commenced (See instructions)
6. Closed Meeting Concluded (See instructions)
7. **OPEN DISCUSSION OF CITY OF ROWAN V. CITY OF AVON PARK LAWSUIT CONTINUES *WITHOUT DISCLOSURE OF CONFIDENTIAL CLOSED SESSION*. ANY MOTIONS DIRECTED AT SETTLEMENT OR STRATEGY AS TO LITIGATION EXPENDITURES ARE NOW APPROPRIATE**

**C. CITIZENS/OUTSIDE AGENCIES**

**D. CONSENT AGENDA:**

8. Approval of Council Minutes – Regular Meeting November 24, 2014
9. Mayor's nomination of Jerry D. Jones to the Police Pension Board
10. Request for the City Council to authorize and waive all fees (\$373.64) associated with lien recorded under OR Book 2454, Page 123 in the Public Records of Highlands County as a result of the property transferring ownership to the Board of Highlands County Commissioners.

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

E. **ADMINISTRATIVE**

11. CRA Plan- JimLaRue
12. Brickell Building Proposal- Housing Authority, Executive Director Shoeman
13. First Reading Ordinance 08-15: Approve Final Master Development Plan for Grand Oaks PUD  
Open the Public Hearing – Mayor Schuler
14. Resolution 14-16 Approving Private Ownership of streets/ Cornell Colony
15. 70 Acre property Purchase Option- City Manager
16. Little Red Water Roads Transfer- City Manager
17. Bid 50-14 continuing services for Infrastructure Construction/Repair Annual Contract bid  
award to **Excavation Point, Inc-** City Manager
18. Bid 50-14 continuing services for Infrastructure Construction/Repair Annual Contract  
award to **Brock Excavation-** City Manager
19. Airport Drainage Project Contract Administrative Service Director

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.

**CITY ATTORNEY'S EXPLANATION OF  
CLOSED EXECUTIVE SESSIONS OF CITY COMMISSIONS**

Prior to the State amending the Government in the Sunshine Act, no attorney-client exception to that act existed to allow attorneys to privately advise a city commission regarding litigation issues as exists for the private sector. With the amendment, however, the exception for closed sessions is allowed, but only *very* narrowly, and only as precisely described in the statute. In this meeting, special counsel and I have asked for this shade meeting to seek your advice about **settlement negotiations and strategy related to litigation expenditures** related to this case. You may speak freely regarding those matters, however, **NO OTHER TOPICS MAY BE DISCUSSED.**

Closed "executive sessions" or "shade meetings" of city commissions are allowed so long as they strictly adhere to the Government in the Sunshine Act. The attached Agenda was developed to provide a form of precise, structured procedure to ensure that statutorily-required procedures are followed in the strictest sense possible. Failure to follow this procedure might be considered a violation of the Government in the Sunshine Act, and immediate release of the court reporter's transcript of the meeting. Assume that there are no exceptions to what is written below unless you discuss it with me and I so direct.

As you are aware, I cannot control what you say or do in the meeting, or outside of it. Nevertheless, some important things to remember are:

1. **Whatever you say during the closed session is only *temporarily* confidential. The transcript will be made available to the public once the case is concluded.**
2. **No vote or "decisive action" action can be taken in the closed meeting; only discussion. Nothing prevents you, however, from taking decisive action in the *open* meeting which precedes and follows the closed session, even if that decisive action is based on what you have heard in the closed session. But be careful not to disclose *what was discussed in the closed session* as part of your motion or discussion of the motion in the *open* meeting.**
3. **What is discussed in the closed meeting is confidential, and you should not disclose the discussion to *anyone* until the conclusion of the case when the transcript is open to the public. To intentionally do otherwise could be deemed an ethics violation or a basis for recall.**
4. **It is important that you notify the City Attorney as far in advance of the closed session as possible if you are sure that you will not be able to attend. Names of attendees must be published in a prior newspaper notice of the meeting, and that notice needs to be reasonably accurate. Unavoidable post-notice illness or absence will not be violations of the Sunshine Act.**

**INSTRUCTIONS FOR MAYOR  
CLOSED MEETING OF THE CITY COUNCIL  
December 8, 2014**

1. Closed Executive Session Announced by Mayor as placed in the agenda.
  - a. Mayor: *"The City Council is now going to commence an executive session also called a shade session, closed to the public, to discuss settlement and strategy as to cost of litigation of the Rowan v. City of Avon Park case, as allowed under Florida's Government in the Sunshine Act and requested by the City Attorney at our November 24th<sup>th</sup> 2014 meeting. In attendance will be only myself, and Council members Brenda Giles, Parke Sutherland, Terry Heston and Garrett Anderson, as well as City Attorney Gerald Buhr, City Manager Julian Deleon and outside legal counsel Brian Koji. We estimate that this session shall last forty-five minutes, and the Council and other attendees of the shade session will move into another room, while the court reporter commences to record that session."*
  - b. All discussion by Council must now cease to ensure that no discussion is held between the time the regular recording of the meeting is ceased and when the court reporter commences.

(The Council and other attendees leave the room, the Clerk stops all recording of meeting and the court reporter provides a verbatim record of the shade session)

2. CLOSED EXECUTIVE SESSION:
  - a. Attorney reads explanation of closed session, and restrictions of meeting; confidentiality requirement; and introduces outside counsel for discussion of need for advice from the Council.
  - b. Discussion commences, **RESTRICTED ONLY TO SETTLEMENT AND STRATEGY AS TO LITIGATION EXPENDITURES**. *No votes or other "decisions"* are allowed whether by vote or otherwise, however, individuals may voice their opinions on advice to the attorneys in the manner of a workshop.
  - c. Once the Mayor determines that all discussion is complete, all further discussion ceases. The Mayor states "This executive session is closed." The court reporter records the time of cessation.
  - d. Once the session attendees return to the main meeting room, cessation of executive session is announced outside to allow all who have left the room to re-enter meeting room. No further discussion of city business by Councilmembers should be conducted at this time as all wait for public to return, and the city clerk commences taped recording of meeting upon re-entry.
  - e. Once all the public have re-entered: MAYOR: "The Closed Executive Session has been terminated, and the open meeting is now recommenced."
  - f. Court reporter now records the time of the recommencement of the regular meeting, and terminates verbatim record upon the clerk's initiation of the recorded record.
3. Open discussion of the case may continue without disclosure of confidential closed session discussion. Any motions directed at settlement or strategy as to litigation expenditures, are now appropriate.
4. Regular meeting agenda items continue.

D-8

**CITY COUNCIL REGULAR MEETING MINUTES**  
**Council Chambers – 123 E. Pine St., Avon Park, FL**  
**November 24, 2014**  
**6:00 PM**

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

**Others Present:** Administrative Services Director 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:**

- James “Doc” Reichenbach from ABATE of Florida for event in Oct. 2015. Mr. Reichenbach addressed the Council regarding an event “Avon Park Bike Fest”. He assured the Council that the event would be children friendly. Also that it would be for Veterans and he had a Flag that was flown over the Capital in Washington DC and he would like to present it to the City at the beginning of the event. This event would complement the current Oktoberfest event that the Main Street CRA sponsors. All the local groups who participated in the previous Oktoberfest would be welcome to participate in the new event. He said this was Small Town America. They would like to make it a three year commitment, and at the end of the three years, he would like to make it a profit sharing with the City. **Motion** made by Councilman Parke Sutherland to enter into an 3 year agreement with Abate of Florida for an Autumn Bike Fest contingency on approval of the City Attorney and City Council. Second by Brenda Giles. Motion carried unanimously.
- Sheriff Susan Benton, Year in Review: Sheriff Susan Benton stated that City Manager Julian Deleon had asked her to address the Council with an update on the Sheriff’s services. She explained that she was pleased with the working arrangement with the City, and felt the City was getting a good deal. She gave the Council the data regarding zones that the Deputies had to cover. She also gave a breakdown of the offences. The Council all agreed that the Highland County Sheriff’s Department was doing a great job. Sheriff Benton stated the Avon Park Facility is available for old medicine disposal.

City Attorney Gerald Buhr requested a shade meeting regarding the Rowan Vs City of Avon Park to be held during the next regular council meeting of December 8, 2014. **Motion** made by Councilman Parke Sutherland, Seconded by Councilman Garrett Anderson, to approve the Shade Meeting on December 8, 2014, Motion passed unanimously.

**CONSENT AGENDA:** Administrative Service Director Maria Sutherland presented the items on the consent agenda

- Council Minutes – Regular Meeting November 10, 2014
- **Road Closure of portions of Main Street 12/12/2014 for the Jingle Bell Run event.**
- Approval of end-of-year Budget Adjustments – John Davis
- Appointment to Housing Authority – Michael Eldred.

Maria Sutherland explained that the appointment to the Housing Authority had been done last year and his appointment did not to be updated at this time.

**Motion** by Councilman Parke Sutherland, Seconded by Councilman Garrett Anderson to approve Consent Agenda as presented. Motion carried unanimously.

Councilman Parke Sutherland stated he had attended a RPAC meeting and he stated there are two vacancies on that board.

**ADMINISTRATIVE:**

**Second Reading Ordinance 23-14. Amending Comp. Plan.** City Attorney Gerald Buhr read Ordinance into the record.

Mayor Sharon Schuler opened the public hearing to public regarding Ordinance 23-14, seeing no show of hands Mayor Schuler closed the public hearing.

**Motion** made by Parke Sutherland, seconded by Councilman Terry Heston to approve Ordinance 23-14 as presented. Motion carried unanimously.

Administrative Service Director Maria Sutherland addressed the Council regarding Item E-12. She stated that it was a revised proposal for the CRA Plan, but there was not a representative from LaRue Planning and Management present to explain the proposal. She gave Council a copy of the original agreement for the Council to review and compare to the new proposal and asked they submit any questions in advance for the consultants. The Consultants should be able to attend the regular Council meeting of December 8<sup>th</sup>.

Maria Sutherland reminded the Council that Christmas on the Mall was starting; she let them know that Mr. & Mrs. Santa Claus would be on the Mall for 3 weekends. She also stated that we had about 60 businesses that were participating in the Christmas Trees project on the Mall. She asked that they all come out and support the local business that had decorated trees for this event. Everything will be illuminated at the Christmas Parade which will be on December 1<sup>st</sup>, 2014.

Meeting adjourned at 7:00 PM

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Attest City Clerk, Maria Sutherland

Mayor Sharon Schuler

**VOLUNTEER APPLICATION**

D-9

**CITY OF AVON PARK ADVISORY BOARDS AND COMMISSIONS**

Thank you for your interest in serving the City of Avon Park. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Airport Committee            | <input type="checkbox"/> Housing Authority                        |
| <input type="checkbox"/> Building Board of Adjustment & Appeals* | <input checked="" type="checkbox"/> Planning & Zoning Commission* |
| <input type="checkbox"/> Citizen's Advisory Task Force           | <input checked="" type="checkbox"/> Pension Boards*               |
| <input type="checkbox"/> Civil Service Board                     | <input checked="" type="checkbox"/> Police                        |
| <input type="checkbox"/> Code Enforcement Board*                 | <input type="checkbox"/> Fire                                     |
| <input type="checkbox"/> Community Redevelopment Agency          | <input type="checkbox"/> Recreation Advisory Board                |
| <input type="checkbox"/> Contractor's Competency Board*          | <input type="checkbox"/> Senior Center Advisory Board             |
|  | <input type="checkbox"/> Zoning Board of Adjustment*              |

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

**MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERISK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES. (Within 30 days of date of appointment.)**

**1. Personal**

Name Jerry D. Jones Driver's License # J520-424-46-149-0

Address 439 East Palmer Circle Avon Park 33825

Home Tel. # 765-473-1271 Business Tel. # N/A

Are you a registered voter in Avon Park?  yes  no

How long have you been a resident of Avon Park? Since the CLC Community was annexed

Are you currently serving on a City Board? No

Have you ever served on a City Board? No

If so, when and which Board? N/A

**2. References - Please list 3 references (Business and/or Personal)**

TERESA HAMMOND; PROPERTY MANAGER, CLC 863-385-7727  
Name, address and telephone number

Ed TRAINOR; S. FLAMINGO DRIVE, Avon Park, 863-273-1615  
Name, address and telephone number

NOAH HERMAN; Country Club Drive, Avon Park, 973-645-6567  
Name, address and telephone number

*Jdavidy46@att.net*

**Subject: Personal Information to Support Volunteer Application for  
City of Avon Park Advisory Boards and Commissions**

**From: Jerry D. Jones**

- 1. Item #4; Work Experience:** I am retired from the Department of Defense where I worked from April 1966 to May 2002 for the Air Force, Air Force Reserve and Civil Service in Aircraft aft Maintenance and Operations. I was involved in all aspects of Aircraft during this time from beginning as an Apprentice to an eventual assignment as Director of Aircraft Maintenance and Operations for a KC-135 Program for a number of years. This Program was assigned over 20 aircraft, approximately 50 full time civilian personnel and over 200 military Personnel with a global commitment. My first job (several years ago) was in general aviation as a commercial flight instructor, aviation has been a big part of my life.
- 2. Item #4; Interests/Activities:** I am presently an avid golfer and play as often as I can. I have (over the years) coached in Little League baseball programs, coached football with junior programs and with Junior High programs. I like to fish, ride bicycles, walk (as exercise) and generally stay busy. I am involved with the Home Owners Association at Crystal Lake Community, having served as Board Member and President. I currently serve of on our Golf Committee and the By-Laws Committee. I'm active in as many things with Crystal Lake Community as I can.
- 3. Item #4; Community Interests:** I am involved with organizing and executing Social and Fund Raising Events with Crystal Lake Community such as Thanksgiving dinners serving over 200 Residents and Christmas dinners serving usually serving well over 200 Residents. I work with Community "charity sales", a variety of other activities such as pizza night, pancake breakfast and so on. I have served Residential Community Boards, Little League Boards, Vice President of youth and senior youth Baseball Leagues; I still love to throw the baseball.
- 4. Item#4; Why do you want serve on these Boards:** Since coming to Avon Park Community about 10 years ago and being involved with Crystal Lake Community I have had the opportunity to attend Council Meetings, meet the Members, the City Manager, and even the Mayor. I have read (newspaper/online) reports of the activities in and associated with Avon Park and I find some of this stuff interesting. There are a number of CLC Residents that follow local happenings and show interest in getting more active in City actions. Fact is, I don't know if I can be beneficial to the city of Avon Park, but the chance and opportunity to perhaps serve on various Committees (or even one) sounds like something I might readily enjoy.

**3. Education**

High School

Date Graduated

College

Date Graduated

Other

Degree

**4. Work Experience**

**5. Interests/Activities**

*SEE ATTACHED SHEET!*

**6. Community Involvement**

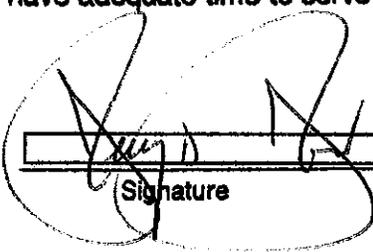
*SEE ATTACHED SHEET*

**7. Why do you desire to serve on this/these Board(s)?**

*SEE ATTACHED SHEET*

**8. A resume or separate sheet with additional information may be included.**

I understand the responsibilities associated with being a Board member, and I have adequate time to serve if appointed.



Date

**NOTE:** If you have any questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Manager's Office 452-4403.

Please return this form to the City Manager's Office, 110 E Main Street, Avon Park, FL 33825 between the hours of 8:00 a.m. and 5:00 p.m.



## Memorandum

**To:** Maria Sutherland, Administrative Services Director  
**From:** James G. LaRue, AICP  
**Date:** November 10, 2014  
**Subject:** Continuation of CRA Plan Updates

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While much effort has been taken over the last year to address expansion areas for Main Street and a preliminary review of the other CRA Plans, it is now time to concentrate on establishing fully compliant CRA Plans for all three areas in the manner described within. We can accomplish the proposed tasks by April 2015 depending on the number of meetings and changes that occur in the process.

Since the approval of the Main Street expansion area resolution of necessity by the City Council has been accomplished it is now necessary to focus on the actual update of the individual CRA Plans, assuring that all three are compliant with F.S. 163.362 requirements. A summary of the content of a CRA Plan is as follows:

- Contain a legal description
- Show by diagram and in general terms:
  - The approximate amount of open space to be provided and the street layout.
  - Limitations on the type, size, height, number, and proposed use of buildings.
  - The approximate number of dwelling units.
- Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.
- If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element.
- Identify specifically any publicly funded capital projects to be undertaken.
- Provide assurances that there will be replacement housing for the relocation of persons displaced within the community redevelopment area.
- Provide an element of residential use in the redevelopment area if such use exists.
- Contain the projected costs of the redevelopment.

- Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended. However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years.

While the Main Street, Southside, and Airport CRA Plans are in different stages of completeness, it is necessary to strengthen all three plans. All three area plans need to have strategic planning sessions open to the public, to redevelop or confirm the CRA Plan strategies. The Main Street Plan will probably change the most, with its proposed expanded area, but all three will need to be modified and updated.

Included below are individual Work Programs for each CRA Plan, including Costs.

## **1. Main Street CRA Plan update:**

### **1.1. Work Program:**

- 1.1.1. Validating existing programs and projects.
- 1.1.2. Adding new cost feasible programs and projects as determined by the Advisory Committee, Staff and CRA Board.
- 1.1.3. Updating graphics (including legal description), preparing a "neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood"; (as required by statute); and tax increment projections.
- 1.1.4. A maximum of two (2) meetings with the Advisory Committee and two (2) meetings with the CRA Board prior to adoption by the City Council.
- 1.1.5. Preparing correspondence to taxing authorities for the Council.
- 1.1.6. Adoption hearing, including adoption Resolution.

### **1.2. Cost**

- 1.2.1. \$16,500 (including Land Surveyor for legal description). Additional meetings will increase this by \$1,500 per meeting for two people.



## **2. Southside CRA Plan update:**

### **2.1. Work Program:**

- 2.1.1. Validating existing programs and projects.
- 2.1.2. Adding new cost feasible programs and projects as determined by the Advisory Committee, Staff and CRA Board.
- 2.1.3. Providing new graphics, preparing a "neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood"; (as required by statute); and tax increment projections.
- 2.1.4. A maximum of two (2) meetings with the Advisory Committee and community and two (2) with the CRA Board prior to adoption by the City Council.
- 2.1.5. Preparing correspondence for the Council to taxing authorities.
- 2.1.6. Adoption hearing, including adoption Resolution.

### **2.2. Cost**

- 2.2.1. \$16,000. Additional meetings will increase this by \$1,500 per meeting for two people.

## **3. Airport CRA Plan update:**

### **3.1. Work Program:**

- 3.1.1. Validating existing programs and projects, based on the new Airport Master Plan.
- 3.1.2. Updating graphics, if necessary, preparing a "neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood"; (this will be brief but required by statute); and tax increment projections.
- 3.1.3. A maximum of two (2) meetings with the Advisory Committee and two (2) meetings with the CRA Board prior to adoption by the City Council.
- 3.1.4. Preparing correspondence to taxing authorities for the Council.
- 3.1.5. Adoption hearing, including adoption Resolution.

### **3.2. Cost**

- 3.2.1. \$4,500. Additional meetings will increase this by \$1,500 per meeting for two people.



**4. Total Project Cost**

**\$37,000**

4.1. This amount will be adjusted up or down depending on the number of meetings held and the cost for the Land Surveyor.

Please acknowledge approval of this Scope of Services and Project Cost by appropriate signature below.

Sincerely,



James G. LaRue  
President

City of Avon Park, Florida

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Print Name                                      Title



# AVON PARK HOUSING AUTHORITY



P.O. Box 1327  
Avon Park, FL 33826-1327  
(863) 452-4432, Ext 2204  
Fax (863) 452-5455  
director@avonparkha.org  
www.avonparkha.org

**Larry P. Shoeman**  
*Executive Director*

November 20, 2014

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

F-12

Reference: Brickell Building, 2 E. Main Street, Avon Park, Florida

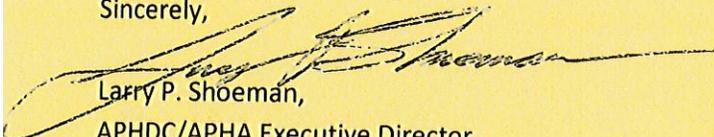
Dear Mr. Deleon:

On behalf of the Board of Directors of the Avon Park Housing Development Corporation (APHDC), a 501 C 3 Tax Exempt Non Profit affiliate organization of the Avon Park Housing Authority, I submit to the City of Avon Park, Florida for their consideration the enclosed Proposal to Purchase the above referenced City owned asset.

I hope that this proposal will receive favorable consideration and will be happy to entertain any and all questions the City may have regarding any clarification or details related.

On behalf of the APHDC, I thank you in advance for consideration of our proposal.

Sincerely,

  
Larry P. Shoeman,  
APHDC/APHA Executive Director

Enclosure: Brickell Building Purchase Proposal

Cc: April Harris, APHDC Board Chairperson  
Cameron Barnard, APHA Board Chairperson

## BRICKELL PURCHASE PROPOSAL

Date: November 20, 2014  
Buyer: Avon Park Housing Development Corporation  
Seller: City of Avon Park, Florida  
Asset: Brickell Building & associated property

Buyer is willing to purchase the referenced City owned asset predicated upon acceptance of the following terms and conditions;

1. Buyer Entity; Avon Park Housing Development Corporation (APHDC)
2. Sales Price; \$320,000
3. Closing Costs; APHDC & City to split closing costs
4. Mortgage; City agrees to hold purchase Mortgage for 15yr. term @ a fixed Interest Rate of 2%
5. City agrees to defer initiation of principle payments for 1<sup>st</sup> year and accept Interest only payments throughout year one.  
\* Note: Interest Only Payments through year one (\$533.33/mo. = \$6,399.96/yr.)
6. Mortgage would include a provision for No Pre-Payment Penalty for early mortgage retirement.  
\*Note: Total term payment to City (16yr.) interest & (15yr.) principle payments = \$376,892.22
7. The City agrees to facilitate any/all C-4 Mixed Use Zoning changes required in order to accommodate not less than a 10 residential dwelling unit density on the 2<sup>nd</sup> Floor of the building.

### APHDC Purchase Contingencies/Terms:

In addition to the above terms and as a condition of purchase, the APHDC would agree to include the following performance contingencies;

1. APHDC will enter into a Inter-local Agreement with City to include following terms;
  - (a) Perform Annual Payment In Lieu of Taxes (PILOT) for 2<sup>nd</sup> Fl. Residential Rentals.  
Note\*; the seven 1<sup>st</sup> floor Leased Business Outlets to be tax assessed.
  - (b) Provide & make available the 1<sup>st</sup> Floor Building Restrooms open to Public during any City sponsored events.
  - (c) Dedicate and maintain rear building parking lot as "Public Parking", with exception of parking spaces required for & allocated to 2<sup>nd</sup> Floor Residential Rentals.
2. APHDC to stipulate, though separate Memorandum of Agreement with the City, to perform the following commitments as new Brickell Building owner;

Conduct a Mall Merchant Survey through the Avon Park Chamber of Commerce and deliver a copy of the results to the office of City Manager, for the following purpose;

- Ascertain Merchant recommendations on commercial business types desired for Brickell leasehold commercial space that would serve to complement & not compete against existing businesses on the Mall.
- Inform such Merchants that the Brickell will not lease to like kind businesses of a competing operation.
- Inform such Merchants that the Brickell will not be available for current tenants leasing their business establishments from other Mall building owners.

### Intrinsic Benefits of City/APHDC Sale/Purchase Partnership

The City of Avon Park and Avon Park Housing Authority share in a common vision to positively impact the citizens of Avon Park while promoting & maintaining various quality of life initiatives for the Avon Park Community at large. Recognizing that the facilitation of opportunities for economic growth & stability play an important positive role in such initiatives, the APHDC is ready, willing and able to partner with the City in utilizing/leveraging its expertise & resources to cultivate & invigorate downtown Main Street business development. The acquisition, rehabilitation and full utilization of the historic landmark Brickell Building from the City by APHDC will present a potential opportunity to become a benchmark initiative for positive commercial change and possible trend set for downtown Avon Park.

### THE CHALLENGE

#### *Promoting Increased Downtown Pedestrian Traffic*

The City and Chamber of Commerce have done a fairly good job of promoting downtown visitor traffic through Festivals, Parades, Music on the Mall, as well as other appealing venues and entertaining events. However, sustaining such traffic on a perpetual basis as a means to promote new business expansion has been somewhat of a challenge, as evidenced by the current volume of vacant building and abundance of associated commercial leasing space available in the downtown Main Street corridor.

### THE PAST REVISITED

#### *Live upstairs-Work/Shop downstairs*

More and more City's experiencing similar high downtown commercial vacancy challenges have taken action to remove prohibitive zoning restrictions that denied residential occupancy of downtown commercial structures and now offer expanded Mixed Use zoning alternative permitting residential use within commercial structures. The result has been that they have found that tenants enjoy the convenience of shopping, frequent restaurant outlets at their doorsteps, eliminate or substantially reduce vehicle transportation costs and patronize the local businesses as both a cost & time saving advantage. Tenant applications for business loft

apartments in some Cities carry long waiting lists to get in. (See attached Web news article "Live upstairs, work downstairs")

#### **BRICKELL BUILDING UTILIZATION PLAN-THREE PHASES**

*Phase I- APHA Administrative Offices; operational 6 to 9 months from sale closing.*

The current Administrative offices of the Avon Park Housing Authority located at 21 Tulane Drive has become obsolete and confined office spacing to meet the growing needs of the Avon Park Housing Authority's (APHA) expanded development portfolio. The Brickell Building utilization plan would include moving the APHA's principle Administrative Offices from its current location to approximately 2000 square feet of non-storefront area on the buildings first floor. Such relocation would better enable the Authority to more efficiently meet with existing clients, as well as facilitate development of new customers through a more visible & accessible location. The present APHA office entertains between 350 to 400 customer visits per month and, with pending projects, conservatively estimates such office visit traffic to increase at least another 25% per month.

*Phase II- Commercial Outlet/Space development; availability 5-7 months from sale closing.*

The seven (7) Commercial Lease Space outlets (approximately 1000 Sq.Ft./unit) that front Main Street and Lake Avenue would be utilized for additional commercial business enterprises. A business leasing marketing strategy to promote targeted business entities would be developed & implemented from the survey results conducted by the Chamber obtaining Main Street Merchant responses.

*Phase III- Second Floor Residential Lofts; To Be Determined; Conservative Estimate of 1-2 Years.*

Developing the second floor space (12,550 Sq.Ft.) for residential use will be the most complicated & costly element of the Brickell Building Utilization Plan. The City must first, as a condition of sale, implement Mixed Use Zoning changes that will permit at minimum 10 dwelling units for that space. That regulatory process/exercise may consume some initial time as statutory notices proceeds. Secondly, the APHDC would require time to pursue funding to perform the build out of the 10 residential units (900-1000 Sq.Ft./unit), common space and elevator for the building. Funding sources for such project underwriting are typically noticed & published on an annual scheduled basis and the length of time from publication to funding availability can be somewhat of a drawn out process.

#### **IMMEDIATE POST ACQUISITION CLOSING ACTIONS:**

- ❖ Perform Building Physical Needs Assessment; Repair/Service immediate needs to protect preserve; Pest Extermination, Roof, Code Compliance (elec., fire, plumbing), ADA Accessibility.
- ❖ Design/Build out/underwrite Administrative Office Space (egress/access, IT, Records, Security)
- ❖ Complete Commercial Office space & Common Mall areas improvements.

END


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# Live upstairs, work downstairs in Salt Lake City

## City to get a dozen more such live-work spaces soon

**By Brady Snyder**  
 Deseret Morning News  
 Published: Sunday, Nov 28 2004 12:00 a.m. MST

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### Summary

Live-work space is coming to Salt Lake City, and real estate brokers and developers say it's about time.

Live-work space is coming to Salt Lake City, and real estate brokers and developers say it's about time.

Salt Lake City, unlike many big cities around the county, has not had many dwellings that can serve as homes upstairs and workplaces downstairs.

Not that such space isn't coveted by many urbanites looking to locate in Utah's capital. According to area real estate agents, the city has only eight live-work space units downtown — four at the Dakota Lofts and another four at Broadway Lofts.

And those spaces are full, said Babs Delay, a Salt Lake City Planning Commissioner and principal broker of Urban Utah Homes and Estates at The Gateway. But, she said, the mix of live-work space is on the verge of changing.

About a dozen new live-work spaces will enter the market soon when the WestGate office center opens. It will be located between 300 West and 400 West on 200 South.

Even the Salt Lake Redevelopment Agency is getting into the live-work space mix.

Developer Alan Wood recently unveiled a plan to the RDA Board that will put seven new live-work spaces in a 122-unit housing project on 200 East between 300 South and 400 South.

Some raised eyebrows was the initial reception to Wood's plan. After a few questions, however, city leaders seemed genuinely excited about the notion.

"I spent some time in Denver looking at some live-work space projects and they're really captivating," he said.

Live-work space projects are usually two-story combined units with a condominium unit on the second floor and the owner of that condo's office, salon, gallery, shop or other business on the first floor. The units are different than merely having housing on top of retail in that the residential space and the commercial space are actually one unit.

In Wood's project, the upstairs condos would be 900 square feet with a staircase leading down to the commercial space below. The units are expected to be priced at \$170 per square foot.

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The spaces are perfect for hair stylists, real estate brokers, artists or others who would like to have their office or work space just below their home.

Kelly Favero, for instance, owns Limelight Tanning Club at 380 W. 200 South at the Dakota Lofts and has an apartment just above. He only has to walk down the stairs to get to work.

Proponents say such spaces make for a more stimulating city because they simultaneously create both downtown residences and downtown businesses — two components city leaders say are vital to the success of downtown.

"More live-work space would certainly make a much more vibrant and walkable city," Delay said. "Really, coming down the pike there should be a lot more. There are a lot of developers talking about that right now."

E-mail: [bsnyder@desnews.com](mailto:bsnyder@desnews.com)

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F-13



**CITY OF AVON PARK  
MASTER DEVELOPMENT PLAN APPROVAL  
OVERVIEW REPORT  
December 8, 2014**

---

**TO:** City of Avon City Council  
**FROM:** Jeff Schmucker, Senior Planner  
Central Florida Regional Planning Council

**SUBJECT:** Ordinance No. 08-15  
Grand Oaks Planned Unit Development – Master Development Plan Approval  
Owner-initiated request to receive Final Master Development Plan approval for a property zoned Planned Unit Development located on the south boundary of Lake Damon, east of U.S. Highway 27, north of State Road 17A, on the west side of North Gaster Road in Avon Park, Florida.

**AGENDA & MEETING DATES:**  
-December 8, 2014: **City Council Meeting (First Reading)**  
-December 16, 2014: Planning & Zoning Board Meeting (Public Hearing)  
-January 12, 2015: City Council Meeting (Second Reading – Adoption Hearing)

**ATTACHMENTS:**  
• Ordinance No. 08-15

**CITY COUNCIL MOTION OPTIONS:**

1. I move the City Council approve Ordinance No. 08-15 on First Reading.
2. I move the City Council approve with changes No. Ordinance 08-15 on First Reading.

**ORDINANCE NO. 08-15**

**AN ORDINANCE TO APPROVE A FINAL MASTER DEVELOPMENT PLAN FOR THE GRAND OAKS PLANNED UNIT DEVELOPMENT ORIGINALLY ESTABLISHED THROUGH ORDINANCE 13-12 ON PROPERTY LOCATED ON THE SOUTH BOUNDARY OF LAKE DAMON, EAST OF U.S. HIGHWAY 27, NORTH OF STATE ROAD 17A, ON THE WEST SIDE OF NORTH GASTER ROAD IN AVON PARK; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 13-12, adopted on July 23, 2012, pertains to approximately 47.18 acres of land located on the south boundary of Lake Damon, east of U.S. Highway 27, north of State Road 17A, on the west side of North Gaster Road; and

**WHEREAS**, Ordinance No. 13-12 amended the zoning of the approximately 47.18 acres of land from Medium Density, Single Family Attached and Duplexes (R-2) to Planned Unit Development (PUD) for the project known as the Grand Oaks Planned Unit Development; and

**WHEREAS**, Ordinance No. 13-12 adopted a Conceptual Master Development Plan for the Grand Oaks Planned Unit Development; and

**WHEREAS**, Ordinance No. 13-12 established PUD Conditions of Development Approval, requiring additional research, analysis, and site calculations to be conducted, and Final Master Development Plan approval by the City of Avon Park Planning and Zoning Board and City Council prior to any development on the subject site; and

**WHEREAS**, the applicant has addressed all of the PUD Conditions of Development Approval as required in Ordinance No. 13-12; and

**WHEREAS**, Greenway Ventures, Inc. (owner/applicant) has submitted a Final Master Development Plan, dated November 17, 2014, as shown in Exhibit "B," for final review and approval by the City of Avon Park Planning and Zoning Board and City Council; and

**WHEREAS**, the owner/applicant has designated a Phase I and Phase II development proposal on the Final Master Development Plan, dated November 17, 2014; and

**WHEREAS**, the owner/applicant has requested full and final approval of the area designated as Phase I on the Final Master Development Plan, dated November 17, 2014 and conceptual approval of the area designated as Phase II on the Final Master Development Plan, dated November 17, 2014; and

**WHEREAS**, the owner/applicant shall be required to resubmit a modified detailed Master Development Plan for review and approval by the Planning and Zoning Board and City Council prior to any development in the area designated as Phase II; and

**WHEREAS**, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, this ordinance was considered by the City's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting, at which time interested parties and citizens had the opportunity to be heard and such Ordinance was recommended to the City Council for adoption; and

**WHEREAS**, the City Council of the City of Avon Park held meetings and hearings regarding the adoption of the Final Master Development Plan, dated November 17, 2014 for the Grand Oaks PUD property as shown on the attached property location map in Exhibit "A", with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

**WHEREAS**, in exercise of its authority the City Council has determined that the Final Master Development Plan, dated November 17, 2014, as shown in Exhibit "B", represents the binding Final Master Development Plan for the Grand Oaks PUD, consistent with the City of Avon Park Unified Land Development Code requirements for establishment of a Planned Unit Development.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The Final Master Development Plan, dated November 17, 2014, for this Planned Unit Development attached hereto as Exhibit "B" is approved in accordance with Article 7.04.00 of the City of Avon Park Unified Land Development Code for the total property known as the Grand Oaks PUD, including additional special conditions all of which are attached hereto as Exhibit "C" and made a part hereof.

**Section 2.** Approval of the Final Master Development Plan, dated November 17, 2014, attached hereto as Exhibit "B" shall be for full and final approval for Phase I of the development plan and conceptual approval for Phase II of the development plan.

**Section 3.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4.** In all other respects, the terms and PUD Conditions of Development Approval established in Ordinance No. 13-12 remain in effect.

**Section 5.** All existing ordinances or parts of existing ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** A certified copy of this enacting ordinance and certified copy of the City of Avon Park Official Zoning Map shall be located in the Office of the City Clerk of Avon Park. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 7.** The effective date of this Ordinance shall be the date of its adoption.

**INTRODUCED AND PASSED** on First Reading at the regular meeting of the Avon Park City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**PASSED AND DULY ADOPTED**, on second reading at the meeting of the Avon Park City Council duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF AVON PARK, FLORIDA**

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

**ATTEST:**

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

**Approved as to form:**

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

**Motion made by** \_\_\_\_\_ **seconded by** \_\_\_\_\_.

**The vote was** \_\_\_\_ **for** \_\_\_\_ **against with** \_\_\_\_ **abstentions and** \_\_\_\_ **absent**





**ORDINANCE NO. 08-15**

**EXHIBIT "C"**

**PUD Conditions of Development Approval**

1. Approval of the Final Master Development Plan, dated November 17, 2014 shall be effective in accordance with Section 7.05.07 of the City of Avon Park Land Development Code.
2. For lots with an equivalent zoning of R-1A, as designated on the Final Master Development Plan, dated November 17, 2014, side yard building setbacks shall be no less than 7.5-feet.
3. For lots 101 – 110, as designated on the Final Master Development Plan, dated November 17, 2014, front, rear and side yard building setbacks shall be no less than 20-foot front, 15-foot rear, and 5-foot side.
4. A Type "A" landscape buffer shall be established along the southern edge of lots 101 – 105 within the property boundary of the Grand Oaks subdivision.
5. Prior to any development within the area designated as Phase 2 on the Final Master Development Plan, dated November 17, 2014, the applicant shall submit a modified detailed Master Development Plan for review and approval by the Planning and Zoning Board and City Council.
6. Prior to any development within the area designated as Phase 2 on the Final Master Development Plan, dated November 17, 2014, the applicant shall be required to submit a revised detailed traffic analysis, as may be required by the City of Avon Park at the time of submission of the modified detailed Master Development Plan.

F-14



**CITY OF AVON PARK  
PETITION FOR PRIVATE OWNERSHIP OF STREETS  
OVERVIEW REPORT  
December 8, 2014**

---

**TO:** City of Avon City Council

**FROM:** Jeff Schmucker, Senior Planner  
Central Florida Regional Planning Council

**SUBJECT:** **Single-family residential development project**  
Petition to grant private ownership of streets within a proposed single-family residential development generally located at the southeast corner of the intersection of West Cornell Street and South Florida Avenue, Avon Park, Florida.

**AGENDA & MEETING DATES:**

November 18, 2014: Planning & Zoning Board Meeting  
(Site Development Plan Review)

**December 8, 2014: City Council Meeting**  
**(Request for Approval of Private Roads)**

**PLANNING AND ZONING BOARD ACTION:**

On Tuesday, November 18, 2014, the City of Avon Park Planning & Zoning Board unanimously voted to **approve with conditions**, the site development plan for the proposed single-family residential development, pending approval of private streets by the City Council.

**ATTACHMENTS:**

- Resolution No. 14-16

**REQUEST FOR CONSIDERATION:**

Martin M. Wohl, Inc. (owner/applicant) has submitted a site development plan for approval to develop a single-family residential development generally located at the southeast corner of the intersection of West Cornell Street and South Florida Avenue, Avon Park, Florida, as depicted in Exhibit "A" of Resolution No. 14-16.

In accordance with Section 3.02.03(A)(5) of the City of Avon Park Land Development Code, private streets may be allowed within any development, provided they are designed and constructed pursuant to all engineering standards applicable to public roads of the same functional classification.

The private ownership of streets may be permitted with approval by the City Council, if the developer, in writing, assures the City that these private improvements shall be kept in a satisfactory state of repair and maintenance by the developer/owner or by legally established homeowners association in accordance with Section 3.02.03(A)(6) of the City of Avon Park Land Development Code.

**CITY COUNCIL MOTION OPTIONS:**

1. I move the City Council approve Resolution No. 14-16.
2. I move the City Council approve Resolution No. 14-16 with changes.
3. I move the City Council deny Resolution No. 14-16.

**RESOLUTION NO. 14-16**

**A RESOLUTION APPROVING PRIVATE OWNERSHIP OF STREETS WITHIN A PROPOSED SINGLE-FAMILY RESIDENTIAL DEVELOPMENT PROJECT GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST CORNELL STREET AND SOUTH FLORIDA AVENUE, AVON PARK, FLORIDA; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Martin M. Wohl, Inc. (owner/applicant) has submitted a site development plan for approval to develop a single-family residential development generally located at the southeast corner of the intersection of West Cornell Street and South Florida Avenue, Avon Park, Florida, as depicted in Exhibit "A"; and

**WHEREAS**, The owner/applicant is requesting approval by the City of Avon Park City Council for private ownership of the streets within the proposed single-family residential development; and

**WHEREAS**, Private streets may be allowed within any development, provided they are designed and constructed pursuant to all engineering standards applicable to public roads of the same functional classification in accordance with Section 3.02.03(A)(5) of the City of Avon Park Land Development Code; and

**WHEREAS**, Private ownership of streets may be permitted with approval by the City Council, if the developer, in writing, assures the City that these private improvements shall be kept in a satisfactory state of repair and maintenance by the developer/owner or by legally established homeowners association in accordance with Section 3.02.03(A)(6) of the City of Avon Park Land Development Code; and

**WHEREAS**, The owner/applicant agrees to design and construct the streets within the proposed single-family residential development pursuant to all engineering standards applicable to public roads of the same functional classification in accordance with Section 3.02.03(A)(5) of the City of Avon Park Land Development Code; and; and

**WHEREAS**, The owner/applicant, and any successor of ownership thereto, agrees that the private streets within the proposed single-family residential development shall be maintained in a satisfactory state of repair and maintenance by the owner or by legally established homeowners association, as provided in the owner/applicant Letter of Agreement, depicted in Exhibit "B"; and

**WHEREAS**, in exercise of its authority the City Council has satisfactorily determined that private ownership of the streets within the proposed single-family residential development shall be permitted, as depicted in Exhibit "A" attached, and made a part hereof, to ensure that the plan is in full compliance with the City of Avon Park Land Development Code; and

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

**Section 1.** The private ownership of streets within the proposed single-family residential development generally located at the southeast corner of the intersection of West Cornell Street and South Florida Avenue, Avon Park, Florida, shall be permitted as depicted in Exhibit "A."

**Section 2.** The owner/applicant agrees to design and construct the streets within the proposed single-family residential development pursuant to all engineering standards applicable to public roads of the same functional classification in accordance with Section 3.02.03(A)(5) of the City of Avon Park Land Development Code.

**Section 3.** The owner/applicant, and any successor of ownership thereto, agrees that the private streets within the proposed single-family residential development shall be maintained in a satisfactory state of repair and maintenance by the owner or by legally established homeowners association, as provided in the owner/applicant Letter of Agreement, depicted in Exhibit "B."

**Section 4.** **Effective Date.** This Resolution shall become effective immediately upon its passage.

**Section 5.** A certified copy of this Resolution shall be duly recorded in the public records of Highlands County, Florida.

**INTRODUCED AND PASSED** by the City Council of the City of Avon Park, Florida, in regular session, this \_\_\_\_\_<sup>th</sup> day of December, 2014.

**CITY OF AVON PARK, FLORIDA**

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

**ATTEST:**

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

**Approved as to form:**

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



**Resolution No. 14-16**  
**Exhibit "B"**

**Martin M Wohl, Inc.**

City of Avon Park  
110 E. Main Street  
Avon Park, Florida 33825

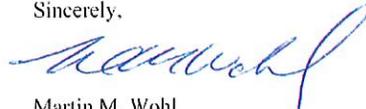
**Re: Cornell Colony Development**  
**Letter of Agreement For Private Ownership of Streets**

To City of Avon Park:

Martin M. Wohl, Inc. is the developer/owner of the Cornell Colony development depicted in Exhibit "A" attached hereto (hereinafter, the "Development").

Pursuant to Section 3.02.03(A)(6) of the City of Avon Park Land Development Code, Martin M. Wohl, Inc., its successors and assigns, hereby agree that the private streets within the Development shall be maintained in a satisfactory state of repair by Martin M. Wohl, Inc., its successors, assigns or any legally established homeowners' association.

Sincerely,



Martin M. Wohl  
President, Martin M. Wohl, Inc.

## Agenda Item Summary

**Subject:** 70-Acre Property Purchase Option

**Item No.** F-15

**Placed on Agenda by:** City Manager

**Total Amount of Project:** N/A

**Staff Review:** Yes

**Recommended Motion(s):**

Motion to authorize the City Attorney to provide notice to property owner of not purchasing the property.

Discussion on next steps, and previous options discussed for treated effluent disposal.

**Background:** The completed Geotechnical engineering/modeling evaluation for the 70 acre land purchase option was not favorable to utilize the intended property for infiltration ponds. The percolation tests, and modeling does not support sufficient infiltration capacity to sustain the daily targeted and mounding of 1.5 Million gallons of treated water per day. The modeling results showed that approximately 250,000 gallons per day could be processed (infiltrated) on this site. This being the case, staff is recommending providing notice that the City will not proceed with the land purchase.

Regardless, the City continues with a prioritized need to address the long term concerns over effluent disposal through an infiltration pond system, or a spray field system or a deep well injection system. Approximately six months ago, we provided the City Council with the options available to the City to address this long term concern over lack of capacity with the rapid infiltration ponds. Staff is requesting for the Council to review this list of options to provide staff with direction. The City's facility can mechanically process and is permitted to process 1.5 Million Gallons per day, but the Ponds were down-rated to 800,000 gallons when our operating permit was renewed, three years back. Below, please find the Average flow for the last few months, we are approaching the 800,000 gallon per day restricted parameter for the ponds (not the treatment train which is rated at 1.5 MGD).

Average Flow Processed for 2014			
July	August	September	October
720,000	730,000	762,000	717,000

Exhibit-1 Old Agenda Item Discussing Options

Exhibit-2 Reclaimed Water Study

**Agenda Item Summary**

**Subject:** Alternatives for Effluent Disposal from the Wastewater Treatment Plant

**Item No.** E-16

**Placed on Agenda by:** City Manager

**Total Amount of Project:** Discussion

**Staff Review:**

**Attorney Review:**

**Recommended Motion(s):**

Motion to authorize the engineering and preliminary plans for an effluent irrigation disposal system at the Avon Park Airport.

**Background:**

The City's wastewater treatment plant is mechanically rated for 1.5 million gallon per day treatment capacity. The plant is currently operating at 50% of its mechanical capacity.

Although, the plant is at 50% mechanically, the treated effluent (water) ponds have been down rated in capacity by the Department of Environmental protection. As a result of this, we constructed two new ponds on our property.

The current effluent disposal ponds were down rated from 1.5 million gallons per day to 800,000 gallons per day. We are currently processing about 700,000 gpd.

The City currently has 7 disposal ponds on-site at the facility. We performed recent "test holes" on the back ponds, and found a hard pan-clay layer which prevents permeability. We believe that the soil composition for the plant site likely has this hard pan which makes the vertical permeability of the soil a concern.

For a historical perspective on this issue, we offer Figures A, B, C and D. As can be noted, depending on the time of year, the effluent disposal ponds remain full despite the wastewater plant operating at 50% of the rated capacity. If the plant is mechanically operating at 50%, then only 33% of the ponds should have water. Clearly, this is not the case from the historical aerials dating back to 1994. When reviewing the aerials which follow, please take note that the ponds are full of water. This is not a desired condition.

Figure A, 1994 Aerial of ponds showing that 6-ponds full with one pond empty.

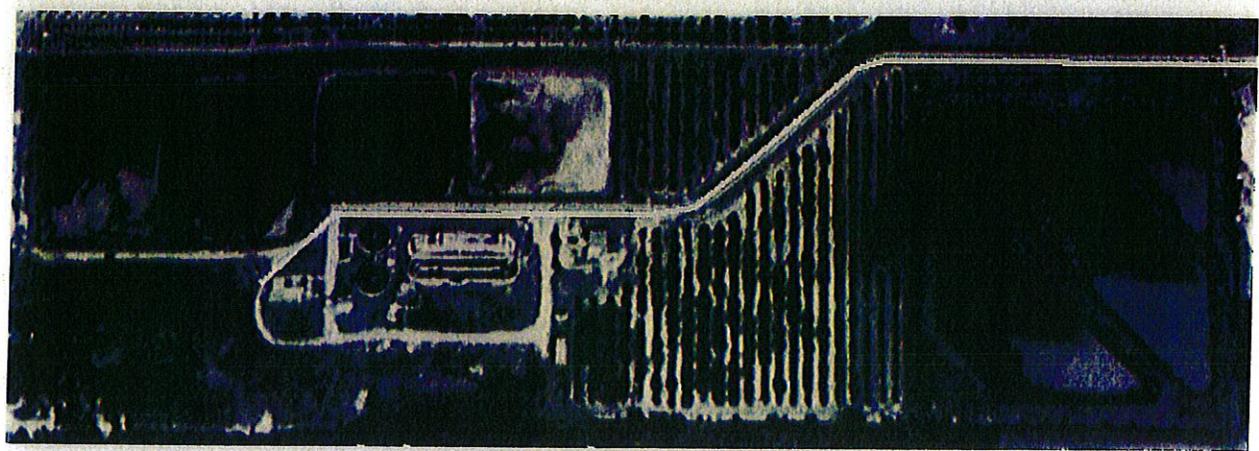


Figure B, 2004 Aerial of ponds showing that 7-ponds are full.

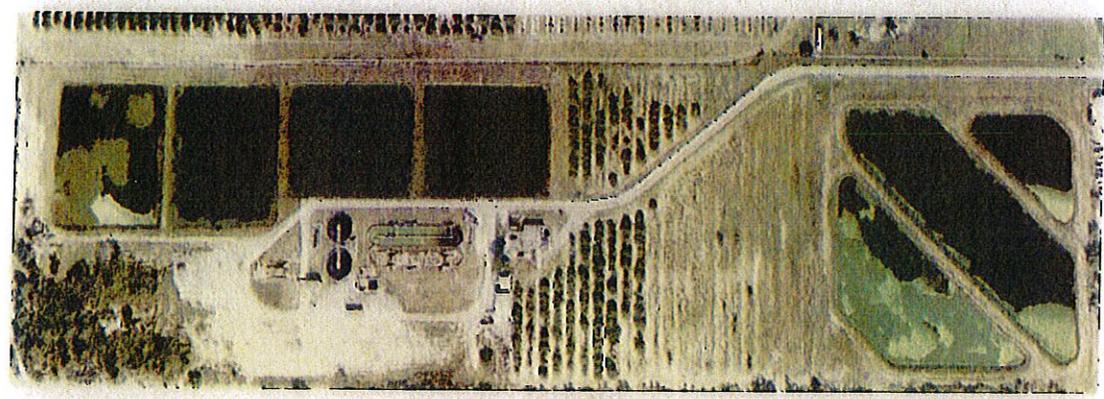
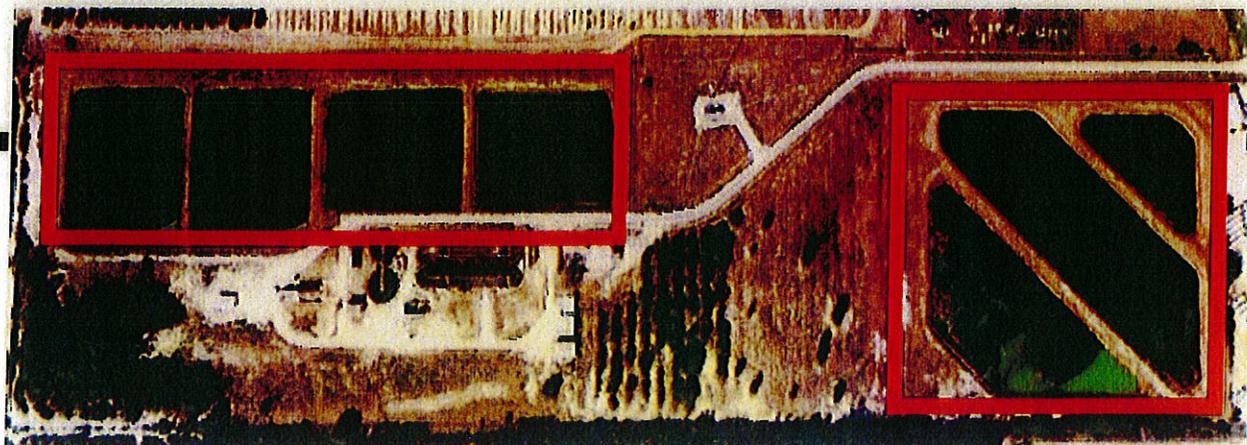


Figure C, 2007 Aerial of ponds showing that 6-ponds full, with one empty pond.



Figure D, 2013 Aerial of ponds showing that 7-ponds are full



## Alternatives Researched

City staff has researched the following alternatives with brief narrative provided and associated estimated costs to remedy and re-establish plant capacity.

**Option-1, acquiring more land and adding more ponds:** City staff has inquired about acquiring land. We would need an estimated 35 acres. The amount of land needed would be dependent on the soil geology, and permeability. This requires soil testing once a suitable site has been found. If we encounter the hard pan, then 35 acres may not be enough land.

The best rate quoted was an average of \$45,000/acre x 35 acres = \$1.6 Million in land costs.

In addition to these land acquisition costs, we would need to build pump and pipe transmission to get the effluent to the newly acquired property, and also dig out new ponds. This cost is variable, depends on trucking and distance needed to build the new transmission. Nonetheless, the cost could be significant. Staff estimates \$500,000 in transmission, pumps, and building/digging new ponds for effluent disposal.

**Option-2, Building a deep well injection system,** City staff inquired about drilling a 12" deep well injection on our property. The well depth is estimated at 3,500 ft. At this depth, the effluent (treated wastewater) would be pumped into a saline confined section of the aquifer. This method has been commonly used on Florida's south east coast, but there are few records for deep wells in our area. We would be this first. There are no such wells in Highlands County. Our consultants recommend a test bore hole to ensure that the project can be accomplished. The test bore hole would cost \$800,000 and the actual project would cost another \$3 Million.

**Option-3, Upgrading the City's Facility to produce Reclaimed water for Golf Course irrigation,** this option is estimated to cost \$4.1 Million in improvements needed at the City's plant. We would need to add filtration, clarifiers, pump stations, and transmission.

For the interested reader, this alternative was investigated on a jointly funded project between the City and the SWFWMD. This alternative would increase the operation and maintenance costs at the City's Wastewater Plant. Additional staffing would likely be needed to monitor and control the operation of our facility. The selling of the reclaimed effluent would not cover the costs of the additional staffing and added equipment maintenance.

**Option-4, Construction of an irrigation field at the City's Airport**, this option would utilize the vacant land at the Airport for irrigation using treated effluent currently produced at the plant. The Airport had about 190 acres. DEP rules allows up to 2" of water per week to be irrigated. This amounts to 0.30" per day to be sprayed on the land. Due to the Airport being 14,000 ft away from our wastewater facility, the transmission costs are estimated at \$700,000. If we perform much of the construction work in-house, the actual cost would be closer to \$450,000. This option would provide an immediate fix, and could be completed in 20-months.

**Option-5, Leave it alone and do nothing**, this option revolves around not taking any action. The plant is currently permitted for 1.5 million gallons per day, but the effluent disposal is limited to 800,000 gallons per day. We are processing an estimated 700,000 gallons per day. We are not in violation of our permit, but failure to increase capacity could hinder large future development where wastewater capacity would be needed. At some point FDEP will require for the City to develop expansion plans.

**Staff recommendation and summary**, the issues with the facility's effluent disposal system is an old concern that dates back to the plant's original permitting in 1986. As can be noted in the historical aerials, the ponds were full even back in 1994. We became aware of these concerns during the most recent 5-year permit renewal for the facility.

In evaluating all of these options, City staff recommends pursuing option-4. This is the construction of an irrigation field at the City's airport. The irrigation field would be designed in a flexible manner to allow for scaling back should airport property be needed for development. Some of the critics of this option say that it is only a temporary fixed. We disagree, and find value in use of the vacant property.

The Avon Park Airport vacant land has not seen a gold rush for development in more than two decades. Nonetheless, even if 10 acres may be possibly needed for future development, we would still have access to utilize and irrigate the rest of the property or 190 acres which remained undeveloped. Additionally, if economical, we plan on acquiring adjacent parcels surrounding the airport.

By using the airport property, the Utility would lease the land and assume the \$50,000 expense in keeping the fields mowed and maintained. This would lessen the financial burden on the Airport fund.

To move forward with this alternative, we need to prepare a preliminary design and get the approvals of the FAA and the FDEP.

EXHIBIT-2

**Reclaimed Water Feasibility Study  
and  
Master Plan**

**For**

**City of Avon Park  
Waste Water Treatment Facility  
110 E. Main Street  
Avon Park, Florida**

December 31, 2013

Prepared by:

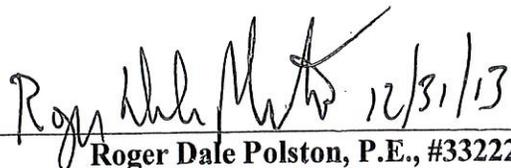


LAND PLANNING  
SITE DESIGN  
SOIL SCIENCE  
ROAD DESIGN  
WATER SYSTEM DESIGN  
WASTE WATER DESIGN

**P.O. BOX 588, SEBRING, FLORIDA 33871-0588 \* (863) 385-5564 \* FAX (863) 385-2462**

City of Avon Park

Reuse Master Plan Project (N455-3)

  
Roger Dale Polston, P.E., #33222  
Polston Engineering, Inc., BPE CA 5684

**Phase 2 WWTP Improvements for Class I Reliability**

**Table 4B**

**WWTF PHASE 2 IMPROVEMENTS FOR CLASS I RELIABILITY**

Quantity		Description	Unit Cost		Item Cost	
1	LS	SITE WORK	\$	20,000.00	\$	20,000.00
1	LS	PIPING TO NEW PROCESSES	\$	35,000.00	\$	35,000.00
1	EA	FILTER 2	\$	250,000.00	\$	250,000.00
1	LS	FILTER INSTALLATION	\$	40,000.00		40,000.00
1	LS	THIRD CLARIFIER (0.75 MGD)	\$	650,000.00	\$	650,000.00
1	LS	SURGE TANK (300,000 GAL)	\$	230,000.00	\$	230,000.00
1	LS	SURGE TANK PUMP CHAMBER	\$	75,000.00	\$	75,000.00
1	LS	ELECTRICAL	\$	40,000.00	\$	40,000.00
		Sub Total			\$	1,340,000.00
		Contingency (10%)			\$	134,000.00
		Engineering, Surveying, & Permitting	\$		\$	160,800.00
		<b>Total</b>			\$	<b>1,634,800.00</b>

Yearly Cost Estimates

Operation & Maintenance Increase for proposed upgrades: \$ 300,000.00

Estimates based of current O&M costs with percentage increases for flows, new processes and staffing plus phase 2 additions.

**PHASE 1 AND PHASE 2 TOTALS**

\$ 4,080,140.00

YEARLY LOAN BUDGET\*

\$ 271,540.32

\*BASED ON \$4.1 MILLION LOAN @ 3% APR FOR A 20 YEAR TERM.

If Phase 1 and 2 are constructed concurrently, a cost savings for permitting and mobilization is to be expected. Phase 1 and phase 2 totals do not include yearly O&M costs.

PLANT

IMPROVEMENTS

## Agenda Item Summary

**Subject:** Red Water Roads Transfer Request

**Item No.** F-16

**Placed on Agenda by:** City Manager

**Total Amount of Project:** N/A

**Staff Review:** Yes

**Recommended Motion(s):**

Motion to request from the County the transfer of the roads in the Little Red Water area as outlined in Exhibit-1.

**Background:** The city recently annexed approximately 200 acres in the Little Red Lake Water service area. We are in the process of rezoning two large tracts of land. Attached as Exhibit-1, please find a map of the roadway system within this service delivery area.

Currently, these roads are County maintained.

As we plan out the needed infrastructure into this newly annexed area, it would be most beneficial to the City in terms of future development plans and construction to have the roads transferred. Within the next 24 months, utilities will begin and complete the installation of water and sewer facilities to provide service; thereby, providing drinking water, and some fire hydrants for improved fire services. Overall, the installation of City utilities would be an increase in the level of service to the residents and provide the needed facilities for future development.

A staff evaluation shows the roads in very good shape. The staff recommendation is to make a motion to request for the County Commission to consider transferring the roads to the City for maintenance.

Exhibit-1 Map of Roadway system

EXHIBIT-1

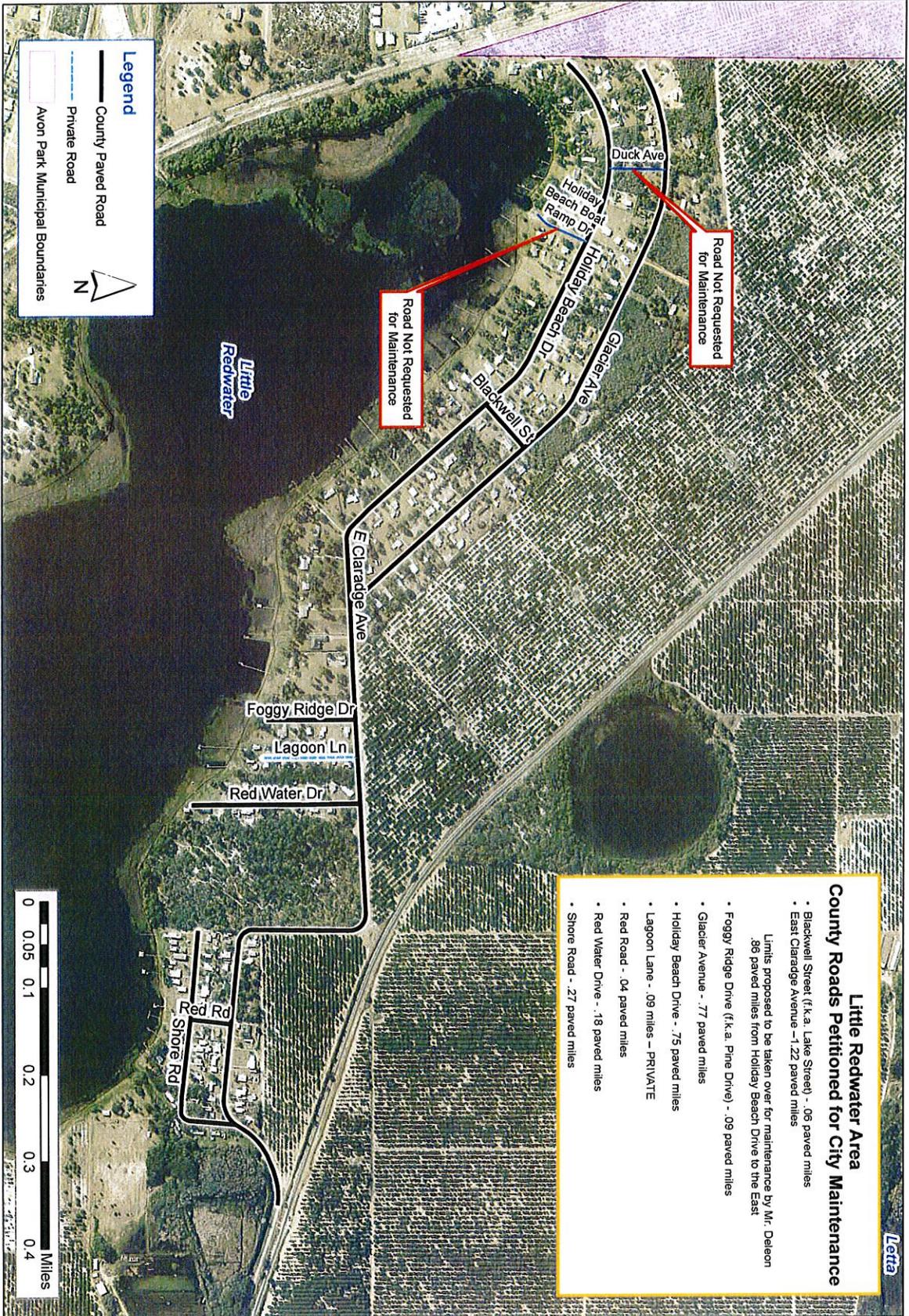


# Highlands County Engineering Department Reference Map Litte Redwater Lake Area County Maintained Roads

Map Created: November 7, 2014

For Reference Only - Not A Boundary Survey

Prepared By: Chris Jennings  
GIS Assistant  
Highlands County Engineering Department  
505 S. Colonial Parkway  
Sebring, FL 33870  
Office: (863) 402-6677  
cjennings@hcdcc.org



- Little Redwater Area  
County Roads Petitioned for City Maintenance**
- Blackwell Street (f.k.a. Lake Street) - .06 paved miles
  - East Claridge Avenue - 1.22 paved miles
  - Limits proposed to be taken over for maintenance by Mr. Daleon .86 paved miles from Holiday Beach Drive to the East
  - Foggy Ridge Drive (f.k.a. Pine Drive) - .09 paved miles
  - Glacier Avenue - .77 paved miles
  - Holiday Beach Drive - .75 paved miles
  - Lagoon Lane - .09 miles - PRIVATE
  - Red Road - .04 paved miles
  - Red Water Drive - .18 paved miles
  - Shore Road - .27 paved miles

## CONTRACT

This is an Agreement dated as of the 8th day of December in the year 2014 by and between City of Avon Park, a Florida municipal corporation ("City") and Excavation Point, Inc ("Contractor").

**PREMISE.** The City issued an Invitation to Bid for Infrastructure Construction/Repair Annual Contract.

1. The specifications for these services are included as part of this contract. The City has reviewed the bids and has determined that the Contractor's bid was the lowest and best bid and would like for the Contractor to do the work as shown in the bid specifications and the Contractor would like to do so.
2. **AGREEMENT.** In consideration of the mutual promises herein and other good and valuable considerations, the parties agree that Contractor will provide, at Contractor's cost and expense, all machinery, equipment, tools, superintendence, labor, insurance and all other accessories, materials and services necessary to provide the work in accordance with the bid specifications and unit price which are made a part hereof, upon the terms and conditions set forth herein.
3. **COMMENCEMENT AND COMPLETION.** If work is awarded, the Contractor will be required to commence work under this contract within fifteen (15) calendar days after the receipt by him of the Notice to Proceed.
4. **PRICE AND TERM.** This is a Time and Materials unit pricing contract. The Contractor agrees to perform the work in accordance with the Tabulated bid unit pricing in

Exhibit-1. The term is for 12 months from the date of approval. The City and the Contractor may mutually opt to extend this contract for up to three additional years from the award date.

5. **LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.
6. **WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all work pursuant to the specifications and construction plans.

**LABOR:** Contractor shall be responsible to hire labor of legal working status in the Unites States of America for work within the service area. The Contractor will provide proof of legal working status of Contractor and/or Contractor's employees and sub-contractors and/or their employees who are awarded this bid. E-Verify will be used to determine legal status verification. As part of the response to the bid, the contractor shall complete and submit "Affidavit Certification- Immigration Laws" form as Exhibit "A" of the specifications. The City reserves the right to revoke award if Contractor does not allow for Contractor and employee verification and subcontractor and their employees verification prior to commencement of work and/or hires illegal workers after commencement of work within the service area. Davis-Bacon Rules may apply. The City of Avon Park is not responsible in any way; for any Federal, State or local legal repercussions the Contractor or his subcontractors may incur as a result of employee verifications.

7. **DRUG-FREE WORKPLACE.** Contractor acknowledges that the City is a drug-free workplace. Contractor covenants that all employees of Contractor working upon City property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

8. **INSPECTION AND CORRECTION OF WORK.** All work by Contractor will be monitored and or inspected by the appropriate persons including the Public Works Director or otherwise designated by the City Manager from time to time. Contractor shall notify the City of completion of work. The City's inspector or designee will then inspect the work and, if they find that it has not been satisfactorily done in accordance with the specifications and construction plans, said work shall be promptly corrected by Contractor, at Contractor's expense.

9. **INSURANCE.** The Contractor, upon his part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including without limitation homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing his obligations under this contract. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of his servants, agents, or employees shall ever be considered to be an agent, servant or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by City:

**Workers' Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

**Commercial General Liability:** Occurrence Form Required: (Contractor/vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall

be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

**Commercial Automobile Liability Insurance:** (Contractor/vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

10. **DAMAGE TO PROPERTY.** Contractor agrees that any damage caused by personnel or equipment shall be repaired or replaced promptly, at Contractor's expense.
11. **EQUIPMENT AND SAFETY.** All equipment utilized by Contractor to provide the services under this contract must be free of mechanical defects or other conditions, which may cause injury to persons or property of City or third parties. Contractor hereby agrees to hold City harmless from any damages or injuries that may occur during Contractor's work under this contract. Contractor shall comply with all safety and health regulations, which may be applicable to services rendered under this contract.
12. **ACCEPTANCE AND FINAL PAYMENT:** Upon notice that the work is ready for final inspection and acceptance, a representative from the City's inspector will promptly make such inspection. When he finds the work is acceptable under the contract and the contract is fully performed, he will promptly report to the City Manager or his designee the work provided for

in this contract has been completed, and accepted by him under the terms and the conditions thereof.

13. **EARLY TERMINATION:** Should the Contractor violate any provision of this contract, or if the service levels being provided by Contractor do not meet the expectations of City on a consistent and continuing basis, City may cancel this contract upon fifteen (15) days written notice thereof from City to Contractor.
14. **DEFAULT:** Should either party seek to enforce the terms of this contract through the courts, the prevailing party shall be entitled to recover all costs thereof, including a reasonable attorney's fee and paralegal's expenses, from the losing party, before trial, at trial and on appeal.
15. **MULTIPLE ORIGINALS:** This agreement is executed in multiple copies, each of which shall be deemed an original.

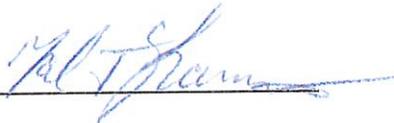
IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

Signed and sealed by the CONTRACTOR

CONTRACTOR

In the presence of

\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_

Signed and sealed by the OWNER

In the presence of

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OWNER

City of Avon Park

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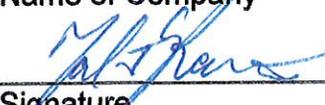
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**Exhibit-H, OFFICIAL BID FORM BID # 50-14  
INFRASTRUCTURE CONSTRUCTION/REPAIR ANNUAL CONTRACT**

ITEM	PRODUCT	PRICE	
	<b>All Pricing includes Labor, materials and equipment, unless otherwise indicated on line item below.</b>		
1	Concrete Curb and Gutter (Type "D") (Order minimum will be 80 ft)	11.25	LF
2	Remove and Replace Concrete Curb and Gutter (Type "D") (Order minimum will be 80 ft)	16.25	LF
3	Concrete Curb and Gutter (Type "F") (Order minimum will be 80 ft)	15.25	LF
4	Remove and Replace Concrete Curb and Gutter (Type "F") (Order minimum will be 80 ft)	21.75	LF
5	Concrete Traffic Separator (4' wide)	21.50	LF
6	Remove Concrete Curb (Type "D") or (Type "F") (Order minimum will be 100 ft)	7.00	LF
7	Concrete Valley Curb (Order minimum will be 80 ft)	14.50	LF
8	Concrete flume construction 3 ft by 4 ft, 6" thick	460.00	EA
9	Concrete Sidewalk (5' wide & 4" thick) (Order minimum will be 40 LF)	332.00	CY
10	Concrete Sidewalk (8' wide & 4" thick) (Order minimum will be 40 LF)	332.00	CY
11	Driveway/sidewalk construction, Misc. Concrete 4 to 8" thick <10 Cubic Yards	332.00	CY
12	Driveway/sidewalk construction, Misc. Concrete 4 to 8" thick >10 Cubic Yards	292.00	CY
13	Remove concrete sidewalk 4" thick	13.50	SY
14	Remove Concrete driveway/sidewalk 4" to 8" thick	60.00	TON
15	HMA Overlay S-III, includes materials, trucking, MOT and labor to overlay roadways, minimum work aggregate amount \$9,000.	106.00	TON
16	Mill road 1" thick	3.25	SY
17	Mill road 1.5" thick	3.25	SY
18	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 3-miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	16.50	CY
19	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 3-miles to 6 miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	17.60	CY
20	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 5-miles to 10 miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	18.70	CY
21	Cost to excavate new percolation pond/retention pond. (5000 CY Minimum)	2.00	CY
22	Cost to transport material less than 1-mile (5000 CY Minimum)	2.50	CY
23	Adjust Manhole to Grade	185.00	EA
24	Adjust Type "C" Basin top to Grade	395.00	EA
25	Remove and Replace Type "C" Basin top to Grade	1050.00	EA

26	Adjust Water Valve Box to Grade	110.00	EA
27	Remove and Replace Water Valve Box	140.00	EA
28	ADA Ramp new	355.00	EA
29	ADA Ramp Remove and Replace	465.00	EA
30	Detectable Warning for ADA	265.00	EA
31	Cost for Rubber tire backhoe and ONE skilled operator only. Hours (8 to 5PM)	880.00	DAY
32	Cost for ONE skilled utility laborer. Hours (8 to 5PM)	256.00	DAY
33	Cost for Trackhoe and ONE skilled operator only. Hours (8 to 5PM)	1136.00	DAY
34	Cost for <u>one skilled utility</u> underground Licensed Certified Contractor to run and manage work site. (No equipment or tools) Hours (8 to 5PM)	500.00	DAY
35	Cost for welding and fabrication (City purchases materials)	65.00	HOUR
36	Cost to install and operate Dewatering system (well point with 10 points for a 5-day minimum order.)	575.00	DAY
37	Cost to install and operate Dewatering system (well point with 10 points for a 10-day minimum order)	575.00	DAY
38	Subcontractor mark-up fee for rented equipment, and materials purchases for additional services as requested by the City. Three written prices are required by the City for purchases over \$1,000.	10	%
39	Roadway base construction using 12" shell rock, includes saw cutting, disposal of damaged asphalt area, and compaction	30.00	SY

**This "Official Bid Form" MUST BE USED AND COMPLETED in submitting bids.**

BID SUBMITTED BY: Excavation Point Inc.  
Name of Company  
 President  
Signature Title  
Tal J. Rancourt  
Name as above printed or typed  
7944 S. George Blvd  
Address  
Sebring FL 33875  
City State Zip  
November 26, 2014  
Date Bid Submitted

*The City reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the City of Avon Park.*

**2014 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# S71865

Entity Name: EXCAVATION POINT INC.

Current Principal Place of Business:

4 S GEORGE BLVD  
SEBRING, FL 33875

**FILED**  
**Feb 06, 2014**  
**Secretary of State**  
**CC2924582566**

Current Mailing Address:

7944 S GEORGE BLVD  
SEBRING, FL 33875 US

FEI Number: 59-3080708

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

RANCOURT, TAL  
EXCAVATION POINT INC  
7944 S. GEORGE BLVD  
SEBRING, FL 33875 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title P, S  
Name RANCOURT, TAL  
Address 19 CLOVERLEAF BYPASS  
City-State-Zip: LAKE PLACID FL 33852

Title VP  
Name ASBURY, BRIANNA R  
Address 215 PATTON AVENUE  
City-State-Zip: LAKE PLACID FL 33852

Title VP  
Name RANCOURT, ERIELLE G  
Address 1703 BUCK STREET  
City-State-Zip: LAKE PLACID FL 33852

Title S, T  
Name RANCOURT, DARLENE M  
Address 19 CLOVERLEAF BYPASS  
City-State-Zip: LAKE PLACID FL 33852

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TAL RANCOURT

PRESIDENT

02/06/2014

Electronic Signature of Signing Officer/Director Detail

Date

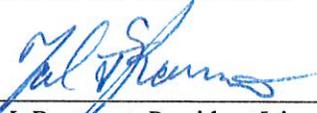
**SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Avon Park, 110 East Main Street, Avon Park, FL 33825 by Tal J. Rancourt, President for Excavation Point Inc, 7944 S George Blvd, Sebring, FL 33875 whose business address is 7944 S George Blvd, Sebring, Florida 33875 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3080708 (If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: N/A.)
2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but no limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

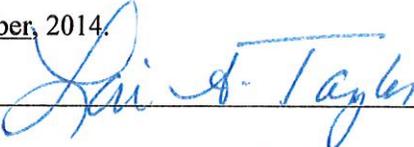
  
 Tal J. Rancourt, President [signature]

Sworn to and subscribed before me this 26 day of November, 2014.

Personally known  \_\_\_\_\_

OR Produced identification  \_\_\_\_\_

(Type of Identification)

  
 Notary Public – State of Florida

My commission expires 9/13/2016

Lori A. Taylor  
 (Printed typed or stamped  
 Commissioned name of Notary Public)



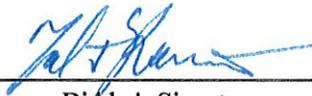
## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Excavation Point Inc. does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature  
Tal J. Rancourt, President

11 - 26 - 14

Date

**ANTI-COLLUSION STATEMENT**

The undersigned affirms that they are duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

COMPANY NAME: Excavation Point Inc.

ADDRESS: 7944 S. George Blvd  
Sebring, Florida 33875

TELEPHONE: (863) 471 - 1997

FAX: (863) 386 - 1997

E-mail address: mail@excavationpoint.com

FEDERAL TAX ID# 59 - 3080708

NAME (Please Print): Tal J. Rancourt

SIGNATURE: 

POSITION: President

DATE: November 26, 2014

The above information must be completed when submitting your bid. Also the "Felony Conviction Notice" form must be signed and returned.

**Attachment "B"**  
**Unauthorized Alien(s)**

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful contractor will complete and submit the attached form "Affidavit Certification Immigration laws".

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers.

If your company wishes to avail itself of this program, you can register online for E-Verify at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact the USCIS at 1-888-464-4218

ATTACHMENT "B" (continued)  
AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

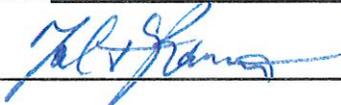
BID NO.: 50-14 PROJECT NAME: Infrastructure Construction – Repair Annual Contact

The CITY OF AVON PARK will not intentionally award city contracts to any contractor who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Avon Park may consider the employment by any Contractor of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Avon Park.

The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the 1986 Immigration Act and subsequent amendments).

Company Name: Excavation Point Inc

Signature:  Title: Tal J. Rancourt, President Date: 11/26/14

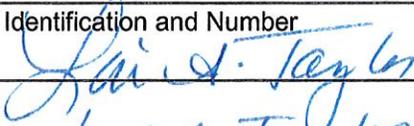
State of: FLORIDA County of: HIGHLANDS

The forgoing instrument was signed and acknowledged before me this 26 day

of November, 2014, by Tal J. Rancourt who has

produced \_\_\_\_\_ as identification

Type of Identification and Number

Notary Public Signature: 

Printed name of Notary Public: LORI A. TAYLOR

Notary Commission Number/Expiration: EE832697 Exp. 9/13/2016





Employment Eligibility Verification

Welcome  
Tal Ranceourt

User ID  
TRAN3207

Last Login  
07/27/2011 03:25:20 AM Log Out



- Home
- My Cases
- New Case
- View Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

### Company Information

**Company Name:** Excavation Point Inc

[View / Edit](#)

**Company ID Number:** 397547

**Doing Business As (DBA) Name:**

**DUNS Number:** 789514106

#### Physical Location:

**Address 1:** 7944 S. George Blvd

**Address 2:**

**City:** Sebring

**State:** FL

**Zip Code:** 33875

**County:** HIGHLANDS

#### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

#### Additional Information:

**Employer Identification Number:** 593080708

**Total Number of Employees:** 20 to 99

**Parent Organization:**

**Administrator:**

**Organization Designation:**

**Employer Category:** None of these categories apply

**NAICS Code:** 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 2

[View / Edit](#)

[View MOU](#)



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LL

DATE (MM/DD/YYYY)

08/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 'LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>FIRST INSURANCE OF LAKE PLACID</b> 255 E INTERLAKE BLVD. LAKE PLACID, FL 33852- Laurie M. Slade	<b>Phone: 863-465-7000</b> <b>Fax: 863-465-7141</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>EXCAP-1</b>	FAX (A/C, No):
	<b>INSURED</b> <b>Excavation Point, Inc.</b> <b>7944 S. George Blvd.</b> <b>Sebring, FL 33872</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Owners Insurance Co.</b>	<b>32700</b>
		<b>INSURER B : Auto Owners Insurance Co.</b>	<b>18988</b>
		<b>INSURER C : Bridgefield Employers</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		72728871	12/30/2013	12/30/2014	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>10,000</b>
	<input checked="" type="checkbox"/> contractual incl						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> XCU incl,						GENERAL AGGREGATE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	TOMOBILE LIABILITY	X		9542217700	07/16/2013	07/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
B	UMBRELLA LIAB			4125735800	12/30/2013	12/30/2014	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	83046827	12/30/2013	12/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  <b>CITYOFA</b>  City of Avon Park fax 863-452-4413 110 E. Main St. Avon Park, FL 33825	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>Laurie M. Slade</b>
--	--

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STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

RANCOURT, TAL  
EXCAVATION POINT INC  
7944 SOUTH GEORGE BOULEVARD  
SEBRING FL 33875

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RU0066464 ISSUED: 08/22/2013

REG UNDERGROUND UTIL & EXCAV CTR  
RANCOURT, TAL  
EXCAVATION POINT INC  
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

HAS REGISTERED under the provisions of Ch. 489 FS  
Expiration date: AUG 31 2015 L1308220001589



The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to [www.VivaFlorida.org](http://www.VivaFlorida.org).

DETACH HERE

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

RU0066464



The UNDERGROUND UTILITY & EXCAVATION CONTRACTOR

Named below HAS REGISTERED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2015

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

RANCOURT, TAL  
EXCAVATION POINT INC  
7944 SOUTH GEORGE BLVD  
SEBRING FL 33872



RICK SCOTT  
GOVERNOR

ISSUED: 08/22/2013 SEQ# L1308220001589  
DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY

**HIGHLANDS COUNTY, FL  
CONTRACTOR REGISTRATION**

This contractor has complied with provisions of the Highlands County Code of Ordinances and is entitled to work in trade specified above in the unincorporated area of Highlands County.

Date 9/19/14 Signed *[Signature]*  
Building Official *[Signature]*

Tal Rancourt  
Excavation Point Inc.  
County # 910-01  
Expires 9-30-15  
Registered Underground Utility

Identification Signature

*[Signature]*



APR 28 2014

## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

April 24, 2014

EXCAVATION POINT, INC.  
7944 S GEORGE BLVD  
SEBRING FL 33875

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2015. However, the new application is due 4/30/2015.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on  Audited  Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:  
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**  
DRAINAGE, FLEXIBLE PAVING, GRADING

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**  
NONE

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager  
Contracts Administration Office

JN:cj

CONTRACT

This is an Agreement dated as of the 8th day of December in the year 2014 by and between City of Avon Park, a Florida municipal corporation ("City") and Brock Excavation ("Contractor").

PREMISE. The City issued an Invitation to Bid for Infrastructure Construction/Repair Annual Contract.

- 1. The specifications for these services are included as part of this contract. The City has reviewed the bids and has determined that the Contractor's bid was the lowest and best bid and would like for the Contractor to do the work as shown in the bid specifications and the Contractor would like to do so.
- 2. AGREEMENT. In consideration of the mutual promises herein and other good and valuable considerations, the parties agree that Contractor will provide, at Contractor's cost and expense, all machinery, equipment, tools, superintendence, labor, insurance and all other accessories, materials and services necessary to provide the work in accordance with the bid specifications and unit price which are made a part hereof, upon the terms and conditions set forth herein.
- 3. COMMENCEMENT AND COMPLETION. If work is awarded, the Contractor will be required to commence work under this contract within fifteen (15) calendar days after the receipt by him of the Notice to Proceed.
- 4. PRICE AND TERM. This is a Time and Materials unit pricing contract. The Contractor agrees to perform the work in accordance with the Tabulated bid unit pricing in

Exhibit-1. The term is for 12 months from the date of approval. The City and the Contractor may mutually opt to extend this contract for up to three additional years from the award date.

5. **LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.
6. **WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all work pursuant to the specifications and construction plans.

**LABOR:** Contractor shall be responsible to hire labor of legal working status in the United States of America for work within the service area. The Contractor will provide proof of legal working status of Contractor and/or Contractor's employees and sub-contractors and/or their employees who are awarded this bid. E-Verify will be used to determine legal status verification. As part of the response to the bid, the contractor shall complete and submit "Affidavit Certification- Immigration Laws" form as Exhibit "A" of the specifications. The City reserves the right to revoke award if Contractor does not allow for Contractor and employee verification and subcontractor and their employees verification prior to commencement of work and/or hires illegal workers after commencement of work within the service area. Davis-Bacon Rules may apply. The City of Avon Park is not responsible in any way; for any Federal, State or local legal repercussions the Contractor or his subcontractors may incur as a result of employee verifications.

7. **DRUG-FREE WORKPLACE.** Contractor acknowledges that the City is a drug-free workplace. Contractor covenants that all employees of Contractor working upon City property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

8. **INSPECTION AND CORRECTION OF WORK.** All work by Contractor will be monitored and or inspected by the appropriate persons including the Public Works Director or otherwise designated by the City Manager from time to time. Contractor shall notify the City of completion of work. The City's inspector or designee will then inspect the work and, if they find that it has not been satisfactorily done in accordance with the specifications and construction plans, said work shall be promptly corrected by Contractor, at Contractor's expense.

9. **INSURANCE.** The Contractor, upon his part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including without limitation homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing his obligations under this contract. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of his servants, agents, or employees shall ever be considered to be an agent, servant or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by City:

**Workers' Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

**Commercial General Liability:** Occurrence Form Required: (Contractor/vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall

be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

**Commercial Automobile Liability Insurance:** (Contractor/vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

10. **DAMAGE TO PROPERTY.** Contractor agrees that any damage caused by personnel or equipment shall be repaired or replaced promptly, at Contractor's expense.
11. **EQUIPMENT AND SAFETY.** All equipment utilized by Contractor to provide the services under this contract must be free of mechanical defects or other conditions, which may cause injury to persons or property of City or third parties. Contractor hereby agrees to hold City harmless from any damages or injuries that may occur during Contractor's work under this contract. Contractor shall comply with all safety and health regulations, which may be applicable to services rendered under this contract.
12. **ACCEPTANCE AND FINAL PAYMENT:** Upon notice that the work is ready for final inspection and acceptance, a representative from the City's inspector will promptly make such inspection. When he finds the work is acceptable under the contract and the contract is fully performed, he will promptly report to the City Manager or his designee the work provided for

in this contract has been completed, and accepted by him under the terms and the conditions thereof.

13. **EARLY TERMINATION:** Should the Contractor violate any provision of this contract, or if the service levels being provided by Contractor do not meet the expectations of City on a consistent and continuing basis, City may cancel this contract upon fifteen (15) days written notice thereof from City to Contractor.
14. **DEFAULT:** Should either party seek to enforce the terms of this contract through the courts, the prevailing party shall be entitled to recover all costs thereof, including a reasonable attorney's fee and paralegal's expenses, from the losing party, before trial, at trial and on appeal.
15. **MULTIPLE ORIGINALS:** This agreement is executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF the parties have executed this Agreement  
the day and year first written above.

Signed and sealed by the CONTRACTOR

CONTRACTOR

In the presence of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

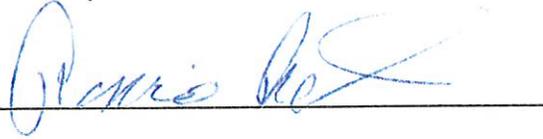
\_\_\_\_\_

Signed and sealed by the OWNER

OWNER

In the presence of

City of Avon Park

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Exhibit-H, OFFICIAL BID FORM BID # 50-14  
INFRASTRUCTURE CONSTRUCTION/REPAIR ANNUAL CONTRACT**

ITEM	PRODUCT	PRICE	
	All Pricing includes Labor, materials and equipment, unless otherwise indicated on line item below.		
1	Concrete Curb and Gutter (Type "D") (Order minimum will be 80 ft)	28.00	LF
2	Remove and Replace Concrete Curb and Gutter (Type "D") (Order minimum will be 80 ft)	32.00	LF
3	Concrete Curb and Gutter (Type "F") (Order minimum will be 80 ft)	25.00	LF
4	Remove and Replace Concrete Curb and Gutter (Type "F") (Order minimum will be 80 ft)	30.00	LF
5	Concrete Traffic Separator (4' wide)	40.00	LF
6	Remove Concrete Curb (Type "D") or (Type "F") (Order minimum will be 100 ft)	20.00	LF
7	Concrete Valley Curb (Order minimum will be 80 ft)	28.00	LF
8	Concrete flume construction 3 ft by 4 ft, 6" thick	600.00	EA
9	Concrete Sidewalk (5' wide & 4" thick) (Order minimum will be 40 LF)	36.00	SY CY
10	Concrete Sidewalk (8' wide & 4" thick) (Order minimum will be 40 LF)	36.00	SY CY
11	Driveway/sidewalk construction, Misc. Concrete 4 to 8" thick <10 Cubic Yards	36.00	SY CY
12	Driveway/sidewalk construction, Misc. Concrete 4 to 8" thick >10 Cubic Yards	36.00	SY CY
13	Remove concrete sidewalk 4" thick	25.00	SY
14	Remove Concrete driveway/sidewalk 4" to 8" thick	35.00	TON
15	HMA Overlay S-III, includes materials, trucking, MOT and labor to overlay roadways, minimum work aggregate amount \$9,000.	NA	TON
16	Mill road 1" thick	NA	SY
17	Mill road 1.5" thick	NA	SY
18	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 3-miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	20.00	CY
19	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 3-miles to 6 miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	20.00	CY
20	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 5-miles to 10 miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	25.00	CY
21	Cost to excavate new percolation pond/retention pond. (5000 CY Minimum)	4.00	CY
22	Cost to transport material less than 1-mile (5000 CY Minimum)	6.00	CY
23	Adjust Manhole to Grade	400.00	EA
24	Adjust Type "C" Basin top to Grade	600.00	EA
25	Remove and Replace Type "C" Basin top to Grade	600.00	EA

26	Adjust Water Valve Box to Grade	50.00	EA
27	Remove and Replace Water Valve Box	150.00	EA
28	ADA Ramp new	1,000.00	EA
29	ADA Ramp Remove and Replace	1,500.00	EA
30	Detectable Warning for ADA	350.00	EA
31	Cost for Rubber tire backhoe and ONE skilled operator only. Hours (8 to 5PM)	700.00	DAY
32	Cost for ONE skilled utility laborer. Hours (8 to 5PM)	250.00	DAY
33	Cost for Trackhoe and ONE skilled operator only. Hours (8 to 5PM)	900.00	DAY
34	Cost for one skilled utility underground Licensed Certified Contractor to run and manage work site. (No equipment or tools) Hours (8 to 5PM)	750.00	DAY
35	Cost for welding and fabrication (City purchases materials)	80.00	HOUR
36	Cost to install and operate Dewatering system (well point with 10 points for a 5-day minimum order.)	800.00	DAY
37	Cost to install and operate Dewatering system (well point with 10 points for a 10-day minimum order)	600.00	DAY
38	Subcontractor mark-up fee for rented equipment, and materials purchases for additional services as requested by the City. Three written prices are required by the City for purchases over \$1,000.	10	%

This "Official Bid Form" MUST BE USED AND COMPLETED in submitting bids.

BID SUBMITTED BY: Brock Excavation Inc.  
Name of Company

Bonnie Brock PRESIDENT  
Signature Title

BONNIE D. BROCK  
Name as above printed or typed

4801 WILDERNESS TRAIL  
Address

SEBRING FL. 33875  
City State Zip

11-24-14  
Date Bid Submitted

The City reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the City of Avon Park.

**Attachment "B"**  
**Unauthorized Alien(s)**

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful contractor will complete and submit the attached form "Affidavit Certification Immigration laws".

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers.

If your company wishes to avail itself of this program, you can register online for E-Verify at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact the USCIS at 1-888-464-4218

- O. If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.

## **SECTION II SPECIFICATIONS AND SCOPE OF SERVICES FOR BID# 50-14**

1. Description of bid services: The City of Avon Park is seeking to award an annual infrastructure construction/maintenance contract. The scope of services will include roadway construction, grading site work, drainage, and underground utility construction.
2. For 2014, the City budgeted \$40,000 for sidewalks, and \$100,000 for paving.
3. In addition to new infrastructure construction, the City may also award repair work where specialized skills or equipment is required.
4. This specification would provide for set unit prices for all construction activities.
5. All materials to be used shall meet the specified ASTM, AWWA, FAC and Florida Building code established standards and requirements.
6. All construction shall conform to City specifications.
7. All materials to be used shall be inspected and approved by the City.
8. Contractor agrees to utilize work tracking forms as approved by the City.
9. Contractor shall be responsible for any required MOT, and OSHA requirements.
10. The City and the Contractor may mutually opt to extend this contract for up to three additional years from the award date. A maximum CPI increase of 3% annually is authorized if mutually agreed by the City and the Contractor.
11. The contractor agrees that a work day shall consist of the 8AM to 5PM time frame on the Official Bid form.
12. Contractor shall be licensed in the State of Florida to perform underground construction work.

**Site Contact Person:**

Julian Deleon, City Manager  
Tel. (863) 452-4429  
Fax. (863) 452-4428  
E-mail: [jdeleon@avonpark.cc](mailto:jdeleon@avonpark.cc)

- a. A copy of the Contractor's / Vendor's current certificate of insurance MUST be provided with the response to this BID. A formal certificate shall be provided upon announcement that a Contractor / Vendor has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. The formal insurance certificate shall also comply with the following:

"The City of Avon Park", a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. The City will be given notice prior to cancellation or modification of any stipulated insurance.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. Such notification will be in writing by registered mail, return receipt to:

Avon Park City Hall, 110 East Main Street, Avon Park, FL 33825.

- b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

N. The construction services outlined in this bid are for an annual contract period. In accordance with Statutes and Regulations, Highlands County, other State or City agencies, including, the City of Sebring, the Town of Lake Placid, and the Highlands County School Board, will be authorized to piggyback from any bid award resulting from this procurement process. Each governmental entity will issue its own purchase order for all purchases made and will be responsible for all payments.

the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.

- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Public Works Department. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:

Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability: Occurrence Form Required: (Contractor/vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance: (Contractor/vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Special Requirements / Evidence of Insurance:

with the words, "**SEALED BID No. 50-14 Infrastructure Construction/Repair Annual Contract** and the Bidder's name and address clearly shown on the outside thereof.

Mailed bids must be received in the office of the City Manager not later than the time set forth for bid opening. The City of Avon Park, Florida will not be responsible for any lost or late arriving bids sent via U.S. Postal Service or any other delivery service.

The City of Avon Park at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City.

Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26 Florida Statutes should contact the City Manager 863-452-4403.

## **SECTION I            Terms and Conditions**

- A. All responses shall become the property of the City.**
- B. Florida Statutes 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below, will be complied with:  
**287.087, Preference to businesses with drug-free workplace programs:**  
In order to have a drug-free workplace program, a business shall:
  - 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.**
  - 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
  - 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).**
  - 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contend ere to, any violation of chapter 893 or of any controlled substance law of the United States or any state,****

ATTACHMENT "B" (continued)  
AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

BID NO.: 50-14 PROJECT NAME: INFRASTRUCTURE MAINTENANCE CONTRACT

The CITY OF AVON PARK will not intentionally award city contracts to any contractor who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Avon Park may consider the employment by any Contractor of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Avon Park.

The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the 1986 Immigration Act and subsequent amendments).

Company Name: Brock Excavation Inc.

signature: [Signature] Title: President Date: 11-24-14

State of: FL County of: Highlands

The forgoing instrument was signed and acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has  
produced \_\_\_\_\_ as identification  
Type of Identification and Number

Notary Public Signature: \_\_\_\_\_

Printed name of Notary Public: \_\_\_\_\_

Notary Commission Number/Expiration: \_\_\_\_\_

The City of Avon Park will receive sealed bids for Infrastructure Construction/Repair Annual Contract addressed to the City Manager, 110 E Main St, Avon Park, FL 33825 until November 29th, 2014, no later than 2:00PM at which time and place, bids received will be publicly opened in the office of the City Manager and read aloud for the following:

### **Infrastructure Construction/Repair Annual Contract**

Bid Documents and any addendums may be requested by visiting our Website at: <http://www.avonpark.cc> or by contacting the City of Avon Park, City Manager, Julian DeLeon @ (863) 452-4403. Bid Documents are required for bid submittal.

#### **ADDENDA**

It is the Bidders responsibility to contact the City Manager – Julian DeLeon, 863-452-4403 prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with bid. Contractor questions will be accepted for addenda until November 14th, 2011 at 4PM in order to provide sufficient time for City to respond appropriately to addenda. The failure of a Bidder to submit acknowledgement of any addenda that affects the bid price(s) may be considered an irregularity and may be cause for rejection of the bid.

#### **INSURANCE & SAFETY REQUIREMENTS**

All insurance shall be secured from or countersigned by an agent or Surety Company recognized in good standing and authorized to do business in the State of Florida.

The Contractor shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as stated in the specifications. This insurance shall remain in effect throughout the duration of the contract.

A certificate of existing insurance coverage should be submitted with the bid as proof of insurability; if the current coverage does not meet the bid requirements, then the Bidder should request an affidavit of insurability from the Bidder's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the bid requirements.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the state, have at least a "B" policyholder's rating, have a financial rating of at least class VI in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the city.

#### **CONTRACTOR'S COOPERATION – E-Verify**

The City of Avon Park will require of Contractor provide proof of legal working status of Contractor and/ or Contractor's employees and sub-contractors and their employees who are awarded this bid. Employers may avail themselves to E-Verify to help employer verify employment eligibility of new and existing hires and the validity of their Social Security numbers. Davis-Bacon Rules may apply. The City of Avon Park will require as part of the response to a bid solicitation that the successful bidder shall complete and submit an "Affidavit Certification Immigration Laws". The City reserves the right to revoke bid award if Contractor does not allow for Contractor and employee verification and subcontractor and their employees verification prior to commencement of work and/or hires illegal workers after commencement of work within the service area. The City of Avon Park is not responsible in any way; for any Federal, State or local legal repercussions the Contractor may incur as a result of employee verifications.

#### **BID SUBMITTAL:**

in original and one (1) copy (collated in sets) of the bid form supplied by the City of Avon Park and all required bid submittal data including any bidder generated specifications, drawings, etc., shall be enclosed within a sealed envelope

## Agenda Item Summary

December 8, 2014

**Subject:** Airport Drainage project contract

**Item No.** F-19

**Placed on Agenda by:** M Sutherland

**Total Amount of Project:**

FEMA share	\$687,675.00
COUNTY share	<u>\$229,225.00</u>
	\$916,900.00 total

**Staff Review:** Yes

**Attorney Review:** Yes

**Motion:** Approve contract between City of Avon Park and L&SF Engineering Consultants Corp in the amount of \$916,900 for the airport drainage project

**Background:** In October, the Council approved L&SF Engineering Consultants Corp for the Airport Drainage project. Since then, some of the items of the project have been modified due to relocation of dirt and hauling costs. The original fees were \$824,900 plus the plan modification addition of \$92,000 (Exhibit B) for a total of \$916,900.

Attached: Exhibit B

## CONTRACT

This is an Agreement dated as of the 8 day of December in the year 2014 by and between City of Avon Park, a Florida municipal corporation (“City”) and L&SF Engineering Consultants Corp (“Contractor”).

**PREMISE.** The City issued an Invitation to Bid for Drainage Improvements to include but not limited to, “turn-key” construction of a new 10 acre retention pond in the southeastern portion of the Avon Park Airport with connecting gravity storm sewer pipes and swales and an outfall lift station and storm water force main.

1. Services within the City of Avon Park, FL. The specifications for these services are included as part of this contract. The City has reviewed the bids and has determined that the Contractor’s bid was the lowest and best bid and would like for the Contractor to do the work as shown in the bid specifications and the Contractor would like to do so.
2. **AGREEMENT.** In consideration of the mutual promises herein and other good and valuable considerations, the parties agree that Contractor will provide, at Contractor’s cost and expense, all machinery, equipment, tools, superintendence, labor, insurance and all other accessories, materials and services necessary to provide the work in accordance with the bid specifications which are made a part hereof, upon the terms and conditions set forth herein.
3. **COMMENCEMENT AND COMPLETION.** The Contractor will be required to commence work under this contract within fifteen (15) calendar days after the receipt by him of the Notice to Proceed.

4. **PRICE AND TERM.** The Contractor bid price for Airport Drainage Construction is described in Contractor's bid tabulation sheet as Exhibit "B" of the specifications. Contractor may submit invoices to City once per month for work performed until completion of job. It must be clearly understood that this is a total firm price for work defined in the specifications. Only unexpected or unknown major or extensive additional work not originally specified will be negotiable for an increase in compensation for services rendered using an agreed upon lump sum or unit process, and must be agreed to in writing by the City. This contract will have duration of one (1) year, starting on date mutually agreed upon in this contract.
5. **LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work and the protection of persons and property.
6. **WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all work pursuant to the specifications and construction plans.
7. **LABOR:** Contractor shall be responsible to hire labor of legal working status in the Unites States of America for work within the service area. The Contractor will provide proof of legal working status of Contractor and/or Contractor's employees and sub-contractors and/or their employees who are awarded this bid. E-Verify will be used to determine legal status verification. As part of the response to the bid, the contractor shall complete and submit "Affidavit Certification- Immigration Laws" form as Exhibit "A" of the specifications. The City reserves the right to revoke

award if Contractor does not allow for Contractor and employee verification and subcontractor and their employees verification prior to commencement of work and/or hires illegal workers after commencement of work within the service area. Davis-Bacon Rules may apply. The City of Avon Park is not responsible in any way; for any Federal, State or local legal repercussions the Contractor or his subcontractors may incur as a result of employee verifications.

8. **DRUG-FREE WORKPLACE**. Contractor acknowledges that the City is a drug-free workplace. Contractor covenants that all employees of Contractor working upon City property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.
9. **INSPECTION AND CORRECTION OF WORK**. All work by Contractor will be monitored and or inspected by the appropriate persons including the Public Works Director or otherwise designated by the City Manager from time to time. Contractor shall notify the City of completion of work. The City's inspector or designee will then inspect the work and, if they find that it has not been satisfactorily done in accordance with the specifications and construction plans, said work shall be promptly corrected by Contractor, at Contractor's expense.
10. **INSURANCE**. The Contractor, upon his part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including [without limitation](#) homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing his obligations under this contract. The parties expressly recognize that the relationship

between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of his servants, agents, or employees shall ever be considered to be an agent, servant or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by City:

**Workers' Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

**Commercial General Liability:** Occurrence Form Required: (Contractor/vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

**Commercial Automobile Liability Insurance:** (Contractor/vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

11. **DAMAGE TO PROPERTY.** Contractor agrees that any damage caused by personnel or equipment shall be repaired or replaced promptly, at Contractor's expense.
12. **EQUIPMENT AND SAFETY.** All equipment utilized by Contractor to provide the services under this contract must be free of mechanical defects or other conditions, which may cause injury to persons or property of City or third parties. Contractor hereby agrees to hold City harmless from any damages or injuries that may occur during Contractor's work under this contract. Contractor shall comply with all safety and health regulations, which may be applicable to services rendered under this contract.
13. **ACCEPTANCE AND FINAL PAYMENT:** Upon notice that the work is ready for final inspection and acceptance, a representative from the City's inspector will promptly make such inspection. When he finds the work is acceptable under the contract and the contract is fully performed, he will promptly report to the City Manager or his designee the work provided for in this contract has been completed, and accepted by him under the terms and the conditions thereof.

14. **EARLY TERMINATION:** Should the Contractor violate any provision of this contract, or if the service levels being provided by Contractor do not meet the expectations of City on a consistent and continuing basis, City may cancel this contract upon fifteen (15) days written notice thereof from City to Contractor.
15. **DEFAULT:** Should either party seek to enforce the terms of this contract through the courts, the prevailing party shall be entitled to recover all costs thereof, including a reasonable attorney's fee and paralegal's expenses, from the losing party, before trial, at trial and on appeal.
16. **MULTIPLE ORIGINALS:** This agreement is executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF the parties have executed this Agreement  
the day and year first written above.

Signed and sealed by the CONTRACTOR  
In the presence of

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed and sealed by the OWNER  
In the presence of

OWNER  
City of Avon Park

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02/10/11



**L&SF Engineering Consultants, Corp.**

P.O. Box 2083 Palm Harbor FL 34682 • Phone: (407)340 6-09 • Fax: (888)7-9-635 • Email: l&sfe@l&sfeengineering.com

ITEMS OF WORK FOR Description	QTY	UNIT	cost			R	
			Unit Cost	Total Cost	QTY	Unit Cost	Total Cost
Mobilization	1	Ls	\$82,500.00	\$82,500.00			
Clearing and Grubbing	1	ea	\$28,000	\$28,000.00		\$0	\$0
regular excavation	75,000	cy	\$2.00	\$150,000.00		\$0	\$0
Silt Fence	6200	lf	\$4.00	\$24,800.00			
Surveying	1	LS	\$8,000	\$8,000.00			
Geotesting	1	LS	\$7,500	\$7,500.00			
as built	1	ls	\$1,500.00	\$1,500.00			
fine grade	1	Ls	\$6,000.00	\$6,000.00			
12" pvc pipe	3820	lf	\$30.00	\$114,600.00			
seed and mulch	27100	sy	\$1.00	\$27,100.00			
P7 Tie into ex.CB	1	ls	\$2,000.00	\$2,000.00			
12" bore	4	ea	\$7,000.00	\$28,000.00			
NPDES Permit ( NOI)	1	ls	\$5,000	\$5,000.00			
Pipe Culvert Optional 18RCP	265	LF	\$40.00	\$10,600.00			
Pipe Culvert Optional 24RCP	230	LF	\$46.00	\$10,580.00			
Pipe Culvert Optional 36RCP	40	LF	\$65.00	\$2,600.00			
Pump Station Electric	1	LF	\$20,000.00	\$20,000.00			
Pump Station Pumps	3	EA	\$35,000.00	\$105,000.00			
Mitered End Section 18'	10	EA	\$450.00	\$4,500.00			
Mitered end Section 24'	6	EA	\$500.00	\$3,000.00			
Type H Inlet	1	EA	\$3,471.00	\$3,471.00			
Wet Well and Valve Box	1	EA	\$48,051.00	\$48,051.00			
1-100 KW Generator	1	EA	\$35,000.00	\$35,000.00			
Fencing (6ft height)	228	LF	\$16.00	\$3,648.00			
10' Wide Gate	1	EA	\$725.00	\$725.00			
12' Wide Gate	3	EA	\$800.00	\$2,400.00			
Sodding	20,600	SY	\$1.51	\$31,106.00			
Stock Pile ( from Pond and ditch)	86,500	CY	\$0.47	\$40,655.00			
1-1/2 asphalt	400	SY	\$12.00	\$4,800.00			
Base Rock	400	SY	\$19.00	\$7,600.00			
No.57 Stone	18	TN	\$50.00	\$900.00			
Demobilization	1	LS	\$5,264	\$5,264.00		\$0	\$0
<b>DIRECT Sub-contractor's TOTALS</b>				<b>\$824,900</b>		<b>\$0</b>	<b>\$0</b>

**L&SF ENGINEERING CONSULTANTS, CORP.**

**CGC 1521298**

**1454 BAY HARBOR DRIVE  
SUITE 205  
PALM HARBOR, FL 34685**

November 25, 2014

City of Avon Park  
203 W. Main Street  
Avon Park, FL 33825

Attn: Maria Sutherland, Administrative Director

Re: Avon Park Airport Drainage Project

We at L&SF Engineering Consultants, Corp. are pleased to present the following information regarding the requested line by line expenses for the additional \$92,000.00 to haul the fill to the public works facility.

The work consists of:

1. Drivers at \$47 per hour
2. Round trip distance of 16 miles with a deductible credit of 3 miles leaving 13 miles round trip
3. Fuel charges of \$4.25 per gallon
4. Maintenance charges of \$.89 per mile.
5. Two round trips per truck per hour
6. 24,500 cubic yards equaling 1,531.25 loads
7. Drivers will work 765.6 hours
8. 3,981.25 gallons of fuel will be used

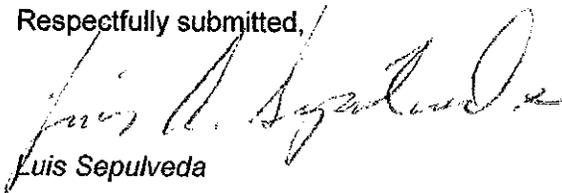
Work Totals..... \$35,983.20 Drivers @\$47/hr.  
\$16,920.31 Fuel @\$4.25/gal.  
\$17,716.56 Maintenance @\$.89/mi.

Subtotal..... \$70,620.07  
Add 10% overhead..... \$77,682.08  
Add 15% gross profits..... \$89,334.39  
Add 3% Payment & Performance Bond..... \$92,014.42

**Total Amount for Hauling Fill ..... \$92,000.00**

(45 calendar days for completion)

Respectfully submitted,



Luis Sepulveda

President

L&SF Engineering Consultants, Corp.

*las@lsfengineering.com*