CITY OF AVON PARK

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

December 22, 2014

Avon Park City Council
110 East Main Street
Avon Park, Florida 33825

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, December 29, 2014, at 6:00 p.m., in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403.

Sincerely,

Julian Deleon
City Manager

CITY OF AVON PARK
Highlands County, Florida

CITY COUNCIL SPECIAL MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St., Avon Park, FL
December 29, 2014 6:00 PM

A. OPENING

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

B CITIZENS/OUTSIDE AGENCIES

C. CONSENT AGENDA:

4. Approve Minutes of December 8, 2014

D. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS

E. ADMINISTRATIVE

11. **Resolution 14-16** – Acceptance of dedication of roads from Crystal Lake Golf Club
12. **Resolution 14-17** Joint Participation Agreement (JPA) with DOT for airport fuel farm authorizing Mayor to execute agreement **with DOT & approve** Contract with Amherst to provide design, bidding & Construction Phase services for $81,054
13. Approval of Consultant for Fire Assessment Methodology Study
14. **Bid 52-14** Approval of Budget Adjustment; Rowe Drilling; Authorizing Mayor to execute Contract
15. **Utility Service Agreement** with Esperer, LLC
16. **Brickell Building RFP** specification discussion
17. **SWFWMD amendment**
18. Land Purchase for ponds

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.

C-4

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
December 8, 2014
6:00 PM

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

Members absent: None

Others Present: City Manager Julian Deleon, and 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.

SHADE/ CLOSED SESSION

Attorney Buhr provided instructions and the Mayor read aloud the directives to the sitting Council regarding the protocol of the Shade/ Closed Session meeting regarding the Rowan vs. City of Avon Park case. The Council exited the Chambers to go into the meeting room across the hall to conduct their meeting. The Shade or Closed Session of the Council began at 6:05 and concluded at 6:28PM. At which point the Council re-entered the Chambers to conduct the Regular Council Meeting.

Mayor Sharon Schuler announced the Shade/Closed Session was now closed. Attorney Gerald T. Buhr stated that any motion regarding the settlement between the City of Avon Park and Rowan was now appropriate.
Motion by Councilman Garrett Anderson, Seconded by Councilman Terry Heston to accept the settlement agreement. Motion carried unanimously.

CONSENT AGENDA: City Manager, Julian Deleon, noted the items on the consent agenda.

- Council Minutes Regular Meeting November 24, 2014.
- Mayors Nomination of Jerry D. Jones to the Police Pension Board.
- 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.

Motion by Councilman Garrett Anderson, Seconded by Deputy Mayor Brenda Giles to approve consent agenda as presented. Motion carried unanimously.

ADMINISTRATIVE:

CRA Plan- Jim LaRue: Jim LaRue approached the podium to discuss the CRA plan project. He said that a new contract for delineating the SS CRA boundary areas would be included in the new proposal. This proposal would finalize all aspects of the plan. Deputy Mayor Brenda Giles asked for the

estimated time of completion. Mr. LaRue stated sometime around April 2015. Council asked about the expansion areas. Mr. LaRue said he could examine amending the resolution to expand the already expanded northern boundaries to MS CRA. After further discussion, **Motion** made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles, to approve new fee structure as limited by the original contract dated March 11, 2013, with LaRue Consulting. Motion carried unanimously.

Brickell Building Proposal: Housing Authority, Executive Director Shoeman.
City Manager Julian DeLeon introduced Larry Shoeman from the APHA regarding the Housing Authority development plan for the Brickell Building. He went into detail what the Housing Authority wanted to do with the Building. He explained that they would like to use the downstairs bathrooms to be opened to the public during events held downtown. He also stated he did not want to infringe on any businesses downtown. He said the Housing Authority would after 16 years pay back the entire purchase price of the building.
The Council voiced concern over the parking issue. Mr. Shoeman explained he would have signs for residential parking, and all the rest would be for public parking. Resident George Hall approached Council and asked about bidding out the building to see if others would be interested. After further discussion, **Motion** made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston, to waive any conflict of interest by Attorney Buhr related to this potential agreement. Motion carried unanimously.

City Manager Julian DeLeon stated he would formalize the procurement needed to have staff prepare the necessary documents to place advertisements for bids for the Brickell Building sale.
Motion made by Councilman Garrett Anderson Seconded by Terry Heston to have staff draft RFP for bids for a 60 day procurement process for the building performance measures.
Mayor Sharon Schuler, Yes, Councilman Garrett Anderson, Yes, Councilman Terry Heston, Councilman Parke Sutherland, No, Deputy Mayor Brenda Giles, No. Motion passed 3 to 2.

First Reading Ordinance 08-15: Approve Final Master Development Plan for Grand Oaks PUD.
Attorney Gerald Buhr read into the record Ordinance.
Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve first reading of Ordinance 08-15 as read by Attorney Gerald Buhr. Motion passed unanimously.

Resolution 14-16: Approving Private Ownership of streets/ Cornell Colony. Attorney Gerald Buhr read into the record Resolution 14-16.
Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to approve Resolution 14-16 as read by Attorney Gerald Buhr. Motion carried unanimously.

70 Acre Property Purchase Option: City Manager Julian DeLeon stated after tests were made, this property is not suitable for needed effluent ponds. He would like to recommend to the Council that they instruct the City Attorney to provide notice to the property owners not to purchase property.
Motion made by Councilman Terry Heston, Seconded by Councilman Parke Sutherland to authorize City Attorney Gerald Buhr to provide notice to the property owner that City was not going to purchase property. Motion carried unanimously.

City Manager Julian DeLeon went over additional options to disposing of effluent; deep well injections spray fields at Airport; reclaimed water. Council discussed reclamation plus Airport spray field. City Manager Julian DeLeon will continue to study this issue and report back to the Council.

Little Red Water Transfer: **Motion** made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles, to petition County Commissioners to transfer the roads in the Little Red Water area as outlined. Motion carried unanimously.

Bid 50-14 Continuing services for Infrastructure Construction/Repair Annual Contract bid award to **Excavation Point, Inc, and Brock Excavation.**
Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to approve contracts as presented. Motion carried unanimously.

Airport Drainage Project Contract: **Motion** made by Councilman Parke Sutherland, Seconded by Councilman Garrett Anderson to approve contract L & S F Consultants Corp. and City of Avon Park. Motion carried unanimously.

Meeting adjourned at 8:08.

Attest City Clerk, Maria Sutherland Mayor Sharon Schuler

E-11

RESOLUTION 14-16

A RESOLUTION OF THE CITY COUNCIL OF AVON PARK FLORIDA TO APPROVE ACCEPTANCE OF THE ROADS WITHIN CRYSTAL LAKE GOLF CLUB; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City entered into a contract with Mink Associates I, LLC ("Mink") on November 4, 2010 ("Contract" attached as Exhibit "A"), providing for, among other things, dedication and transfer to the City of "all approved roads and drainage" within the property for maintenance; and,

WHEREAS, the City has approved all roads within the subdivision, and has commenced maintenance of same, however, Mink has requested that the City formalize the dedication of all roads to the City through this Resolution: and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AVON PARK, FLORIDA in a public meeting assembled this 29th day of December, 2014:

1. The City does hereby accept Mink's dedication of all roads within the Crystal Lake Golf Club as city streets, with all associated responsibilities and rights.
2. This Resolution shall be effective immediately upon passage.

The vote was: _____ Yeas _____ Nays _____ Absent

IN WITNESS WHEREOF, the City of Avon Park, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on this 29th day of December, 2014.

(Seal)

ATTEST:

By:_____
Maria Sutherland, City Clerk

CITY OF AVON PARK, FLORIDA

By:_____
Sharon Schuler, Mayor

APPROVED AS TO FORM:

_____
Gerald Buhr, City Attorney

December 22, 2014

EXHIBIT-A

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Gerald T. Buhr
Gerald T. Buhr, P.A.
PO Box 28
Odessa, FL 33556
(863) 508-7055

For Recording Purposes Only

ASSET PURCHASE AGREEMENT BETWEEN MINK ASSOCIATES I, LLC AND MINK ASSOCIATES II, LLC AND THE CITY OF AVON PARK, FLORIDA

This Agreement ("Agreement") dated this ___ day of _____, 2010, is by and between MINK ASSOCIATES I, LLC ("Mink I") MINK ASSOCIATES II, LLC ("Mink II"), Florida limited liability companies, their successors and assigns, having their principal offices at 1478 Marsh Rd, Pittsford, NY 14534, (hereinafter referred to as the "Seller"), and the CITY OF AVON PARK, FLORIDA, having its office at 110 E. Main Street, Avon Park, Florida 33825, Highlands County, State of Florida, (hereinafter referred to as the "City").

WITNESSETH

WHEREAS the Seller is the owner of a water treatment and distribution system and wastewater collection, treatment and disposal utility system in Highlands County, Florida, and serves utility customers more fully described on **Exhibit 1,** (utility system description and map of the service area (the "Service Area") and major Purchased Assets (the "Purchased Assets" as hereinafter defined below) attached; and

WHEREAS the City is engaged in water and wastewater utility service within and surrounding this area and is or may be authorized to be in the business of furnishing water and wastewater utility services to areas in or adjacent to the Service Area. City desires to acquire, and Seller desires to sell the Purchased Assets and all rights and privileges associated with such systems and service of Seller's water and wastewater utility customers, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

iii. Seller shall pay for recording easements and other documents;
iv. Seller shall pay for surveys;
v. Seller shall pay for doc stamps.

ARTICLE IV - ANNEXATION

4.1 The Seller agrees to annex into the City, the whole property owned and served by the Seller described in **Exhibit 1**, whenever such land is contiguous to the City or annexation is otherwise lawful. At such time as the City finds that annexation is lawful and prudent, it may annex the property, and the Seller, and its successors and assigns, agree to execute any documents necessary to facilitate such annexation, and to otherwise fully and completely cooperate with the City's annexation. This Agreement or a memorandum of this Agreement shall be recorded in the records of Highlands County as a covenant running with the property in perpetuity, and as notice to all future buyers of the property that by such purchase, they accept the covenants to annex as provided herein.

4.2 Once annexed, the Seller shall dedicate, and the City shall accept, all approved roads and drainage for maintenance. Roads must have a PCI of 70 or higher before being accepted by the City for maintenance. The methodology for assigning PCI values shall conform to the published and accepted standards of the United States Army Corps of Engineers. The type, extent and severity of pavement distress in each roadway section evaluated are recorded using the ASTM Standard D 5340 method. The City will retain a Florida Licensed Professional Engineer to conduct such evaluations. Roads not conforming to a PCI of 70 or higher shall be resurfaced prior to the City accepting such roads for maintenance.

ARTICLE V - GENERAL

5.1 Upon purchase of the Purchased Assets of Seller, City agrees to supply all of Seller's customers served by the Purchased Assets with customary water wastewater service in accordance with City's ordinances, resolutions, policies and procedures.

5.2 The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

5.3 Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the following addresses, and shall be deemed delivered upon mailing:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

SELLER

Signed, sealed and delivered before these witnesses:

(Signed)

(Printed)

(Signed)

(Printed)

MINK ASSOCIATES I, LLC and MINK ASSOCIATES II, LLC

By: ARLENE MINK

Printed: Arlene Mink, Manager

Its: _____

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me this 4th day of November, 2010, by Arlene Mink, as Manager of Mink Associates I, LLC and as Manager of Mink Associates II, LLC, Florida limited liability companies. She is personally known _____ OR Produced Identification ✓. Type of Identification Produced: DRIVERS LICENSE.

My commission expires: 9-26-13 Signature of Notary: _____

OFFICIAL SEAL
HEATHER JUSTINE BARKER
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1866309
SAN DIEGO COUNTY
MY COMM. EXP. SEPT. 26, 2013

E-12

FM# 436411-1-94-0101

RESOLUTION 14-17
FOR JOINT PARTICIPATION AGREEMENT
FOR AVIATION PROJECTS

A RESOLUTION of the City of Avon Park Authorizing the execution of that certain Joint Participation Agreement (JPA) with the Florida Department of Transportation.

WHEREAS the City of Avon Park has the Authority to enter into a JPA with the Florida Department of Transportation to undertake a project as authorized by Florida Statue 332, and Florida Administrative Code 14-60:

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

1. That the JPA for Item-Segment-Phase-Sequence (Financial Management Number) 436411-1-94-0101 is approved.

2. That Mayor Sharon Schuler is authorized to enter into, modify or terminate the JPA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS December 29, 2014

BY: _____
Sharon Schuler, Mayor

ATTEST

_____(Seal)
Maria Sutherland, City Clerk

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): (Item-segment-phase-sequence)	Fund: 010	FLAIR Category: 088719
	Function: 215	Object Code: 750004
436411-1-94-01	Federal Number: N/A	Org. Code: 55012020129
	DUNS Number: 80-939-7102	Vendor No.: F596000269001
Contract Number: ARN87	Agency DUNS Number: 02-483-1232	
CFDA Number: N/A		CSFA Number: 55.004
CFDA Title: N/A		CSFA Title: Aviation Development Grants

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Avon Park 110 E. Main Street, Avon Park, FL 33825 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before July 1, 2020 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.006, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide Department participation in a fuel farm, fuel truck leasing, and maintenance hangar demolition at the Avon Park Executive Airport and as further described in Exhibit(s) A, B, C and D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option

to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is $ 528,554.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 528,554.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility: Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding: Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the

expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 6.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

a. The Department at each of the following addresses:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405w, Florida 33830

b. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

c. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 6.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405w, Florida 33830

In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405w, Florida 33830

3. Copies of financial reporting packages required by Section 6.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a. The Department at each of the following addresses:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405w, Florida 33830

b. The Auditor General's Office at the following address:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

4. Copies of reports or the management letter required by Section 6.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a. The Department at each of the following addresses:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405w, Florida 33830

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

6.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

6.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

6.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District One Public Transportation Office 801 North Broadway Avenue Bartow, Florida 33830, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's ***Travel Form No. 300-000-01.*** The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

(a) the date the Agency acquired the real property,
(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due

for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued there under, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising there from.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;

c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before July 1, 2020. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary or designee. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

City of Avon Park
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

Chris Smith
DEPARTMENT OF TRANSPORTATION

Director of Transportation Development
TITLE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Avon Park, 110 E. Main Street, Avon Park, Florida 33825 dated _____ and referenced by the above Financial Project Number.

PROJECT LOCATION: Avon Park Executive Airport

PROJECT DESCRIPTION: ***Fuel Farm, Fuel Truck Leasing, and Maintenance Hangar Demolition***

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.62 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The plans and specifications review required in paragraph 13.00 of the Agreement shall include an Engineer Certification and compliance with Department requirements as outlined in Exhibit "C".

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database http://www.florida-aviation-database.com/ filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf

Phased Airport Project: An Aviation Development Project already under a Joint Participation Agreement (JPA), where additional funding may be allocated or project funding shares revised by the Department in subsequent fiscal years or Work Program Development cycles up to the allowed maximum Department share for the final project cost.

Narrative This project is for the installation of a new fuel farm that includes one 12,000 gallon Jet-A tank and one 12,000 gallon Avgas tank. The tanks will provide 24 hour self serve access and have credit card readers. Also included is the leasing of fuel trucks to accommodate demand during the fuel farm replacement. A maintenance hangar in close proximity to the fuel farm is to be demolished to remedy safety concerns.

Justification The new fuel farm will allow the airport to provide self serve and pay-at-the-pump service to customers 24 hours per day. The existing fuel farm is owned by a private entity and will no longer be available for use by airport patrons. Replacement of the fuel farm is essential for continuing airport operations. Leasing of fuel trucks will ensure availability of fuel for day to day operations during the design, bidding, construction and installation period of the new fuel farm. The maintenance hangar demolition is necessary to alleviate safety hazards related to the building's proximity to the fuel farm, which conflicts with vehicle and aircraft movement.

SCOPE OF SERVICES

Design Phase

1. The Agency must submit a signed copy of an agreement between the Agency and its third-party consultant, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the third-party consultant. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The

consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Construction Phase

4. The Agency must submit a signed copy of an agreement between the Agency and its contractor, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the contractor. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Avon Park, 110 E. Main Street, Avon Park, Florida 33825 dated _____ and referenced by the above Financial Project Number.

Expiration Date: July 1, 2020

Project funds are programmed in the Department's Work Program in the following fiscal year(s):

		FY 14/15
State Funding (DDR)		$ 528,554.00
	Total	$ 528,554.00

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

State funds programmed on this project must be expended and an invoice for their reimbursement to the agency submitted to the Department by the following date(s):

FY 14/15 funds by May 1, 2020

Such funds, which are not expended and invoiced by the dates indicated, shall be forfeited by the agency. Invoices shall be submitted at a minimum of every 24 months or the project funds are subject to deletion.

EXHIBIT "C"
AVIATION PROJECT REQUIREMENTS & PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Avon Park, 110 E. Main Street, Avon Park, Florida 33825 dated _____ and referenced by the above Financial Project Number.

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").

2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.

8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the

Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. **Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. **Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**

- Eight Steps to Building a New Airport

- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects

- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System**

a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. **Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. **Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. **Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. **Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not

sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. **Planning Projects**

If this project involves planning or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the

Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. **Land Acquisition Projects**

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

25. **Requests for Reimbursement (Invoice Submittals):** In accordance with Section 215.422 Florida Statutes and the requirement of Paragraph 22.00 of this Agreement:

a. **Required Submittal Format**

The Agency shall submit invoices on forms provided by the Department and prepared in accordance with instructions given by the Department. Back-up documentation will include the appropriate items necessary to verify costs incurred and the eligibility of said costs.

b. **Approval of Submittal**

Goods or services received under this agreement shall be approved/disapproved by the Department no later than five (5) working days after receipt, by the District Public Transportation Office, of a properly prepared and submitted invoice. Should the invoice be incomplete or incorrect, the Department shall inform the Agency within five (5) working days of receipt and return the invoice for corrections.

26. **Third Party Contracts:** The Department must approve third party contracts pursuant to Paragraph 12.00 except that written approval is hereby granted for:

a. Contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved project scope and/or quantities.

b. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.

c. Contracts, purchase orders, and construction change orders that exceed the current JPA budget, provided they are within the threshold limits of Category Three, as defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities.

27. **Force Account Work:** "Force Account Work" by the Agency utilizing their own forces and equipment must be approved in writing by the Department prior to performance.

EXHIBIT "D"
PROJECT COMPLIANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Avon Park, 110 E. Main Street, Avon Park, Florida 33825 dated _____ and referenced by the above Financial Project Number.

State Agency:	Florida Department of Transportation
CSFA Number & Title:	55.004, Aviation Development Grants
Amount:	$528,554.00

COMPLIANCES

ACTIVITIES ALLOWED

Airport Planning
Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master Plans and Airport Layout Plans (ALP);
- Master Drainage Plans;
- Environmental Assessments (EA);
- Development of Regional Impact (DRI);
- Operations and Emergency Response Plans (ERP);
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental Impact Studies (EIS);
- Wildlife Hazard Studies;
- Feasibility and Site Selection Studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

Airport Improvement
These grants are to provide capital facilities and equipment for airports. Examples of projects are:

Air-side capital improvement projects

- Runways
- Taxiways
- Aprons
- T-hangers
- Fuel farms
- Maintenance Hangers
- Lighting
- Air Traffic Control Towers
- Instrument Approach Aids
- Automatic Weather Observation Stations

Land-side capital improvement projects

- Terminal Buildings
- Parking lots and structures
- Road and other access projects

Presentation projects

- Overlays
- Crack sealing
- Marking
- Painting buildings
- Roofing buildings
- Other approved projects

Safety equipment

- Airfield Rescue and Fire Fighting Vehicle (ARFF)
- Lighted Xs

Safety projects

- Tree clearing
- Land contouring on overrun areas
- Removing, lowering, moving, and marking, lighting hazards

Information technology equipment (used to inventory and plan airport facility needs)

Drainage improvements

Land Acquisition
This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved Master Plan or ALP)
- Mitigation land (on or off airport)
- Aviation easements
- Right of way
- Approach clear zones

Airport Economic Development
This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact
- Building for lease
- Industrial park infrastructure and buildings
- General aviation terminals that will be 100 percent leased out
- Industrial park marketing programs

Aviation Land Acquisition Loan Program
The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

ALLOWABLE COSTS
Entities are prohibited from using grant funds for lobbying the legislature. *(Section 216.347, Florida Statutes)*. Also, restrictions of expenditures are summarized in the Reference Guide for State Expenditures of the Department of Financial Services. Other specific requirements for allowable costs are unique to each state project and are found in the laws, rules, and the provisions of contracts or grant agreements pertaining to the project. For projects listed in the Compliance Supplement, these specific requirements are in Part Four.

Audit Objectives

Determine whether expenditures of state financial assistance were for allowable costs.

Suggested Audit Procedures

1. Identify the types of costs that are either specifically allowed or prohibited by the laws, rules, and provisions of contracts or grant agreements pertaining to the project.

2. Select a sample of transactions and perform procedures to verify that the transactions were for an allowable cost and not for lobbying the legislature or other prohibited uses.

Cash Management

State agencies which are expressly authorized by law to make advances for project startup or contracted services in total or periodically, shall limit such advances to other governmental entities and nonprofit entities. The amount to be advanced may not exceed the expected cash needs of the recipient within the initial 3 months. Thereafter disbursements are to be made only on a reimbursement basis. The Chief Financial Officer, after consultation with the appropriations committee, may advance funds beyond a 3-month requirement if it is determined to be consistent with the intent of the approved operating budget. Any agreement that provides for advances may contain a clause that permits the recipient to temporarily invest the proceeds, provided that any interest income either be returned to the agency or applied against the agency's obligation to the pay the contract amount. *(Section 216.181, Florida Statutes)* Specific cash management requirements unique to a state project may be found in the laws, rules, and the provisions of contracts or grant agreements pertaining to the project. For projects listed in the Compliance Supplement, these specific requirements are in Part Four.

Audit Objectives

1. Determine that cash management procedures are in accordance with Section 216.181, Florida Statutes, and other laws, rules, and the provisions of contracts or grant agreements pertaining to the state project.

2. Determine that interest income, when allowable, is correctly recorded and returned to the state agency or applied against the contract or grant agreement.

Suggested Audit Procedures

1. Review reimbursement requests and trace to supporting documentation. Ensure that costs for which reimbursement was requested were paid prior to the date of the reimbursement request.

2. Determine whether any interest income was owed to the state agency and either remitted to the agency or applied against amounts owed by the state agency.

MATCHING

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

Florida Department of Transportation

Request for Waiver or Reduction of Project Match Requirements

Contact / Requestor: **City of Avon Park**

County / Community: **Highlands County**

(If this project is already in the Work Program, please note the project number and the project manager.)

Project Number: _____

District Project Manager: **Wendy Sands, District 1**

Project Information:

Is the project in an area (county / community) that has been officially designated as eligible to request a waiver or reduction in project match requirements?
[Per s. 288.065(2)(a) and (b), F.S., referenced on page 2]

Yes: ✓

No: _____
If no, a determination of eligibility is necessary before requesting a waiver or reduction of project match requirements.

Please send your request to:

Mary Helen Blakeslee
Office of Tourism, Trade, and Economic Development
Office of the Governor
2001 The Capitol
Tallahassee, Florida 32399-0001
Email: maryhelen.blakeslee@myflorida.com
Phone: (850) 487-2568

After a determination has been approved by OTTED, you are eligible to submit your request to the appropriate District Office (see attached contact list for your area).

Project Description:

1) Please include the project location, estimated project cost, and any supporting information to better describe the project (i.e. maps, estimates, plans, etc.).

This project will install a new fuel farm comprised of 1 each 12,000 gallon Jet-A and 1 each 12,000 gallon Avgas at Avon Park Executive Airport. The fuel tanks will provide 24-hour self serve with credit card readers. The fuel farm will be installed west of the existing FBO/Terminal Building. The cost estimates for design, bidding and construction are attached. The Airport Layout Plan, basic site layout plan as well as a photo of the planned fuel farm are also attached. The estimated total project cost is $528,554.

2) Is this request for a waiver of all match requirements? If not, please state the amount of the requested reduction.

This is a request for a waiver of all match requirements.

Signature of Authorized Representative:

	Maria Sutherland	11/25/2014
(Signed)	(Typed name)	(Date)

Address: 110 East Main Street, Avon Park, FL 33825

Telephone: (863) 452-4411

Please forward this application to the appropriate District Contact.
(See DOT contact list, page 7)

AmHerst Consulting Company
Summary of Estimated Total Project Costs
New Fuel Farm
Avon Park Executive Airport

Engineering Costs	
Total Design, Bidding And Construction Phase Services	$81,054
Construction Costs	
Total Construction Costs to Install Complete Fuel Farm	$447,500
TOTAL ENGINEERING AND CONSTRUCTION COSTS	$528,554

AMHERST CONSULTING

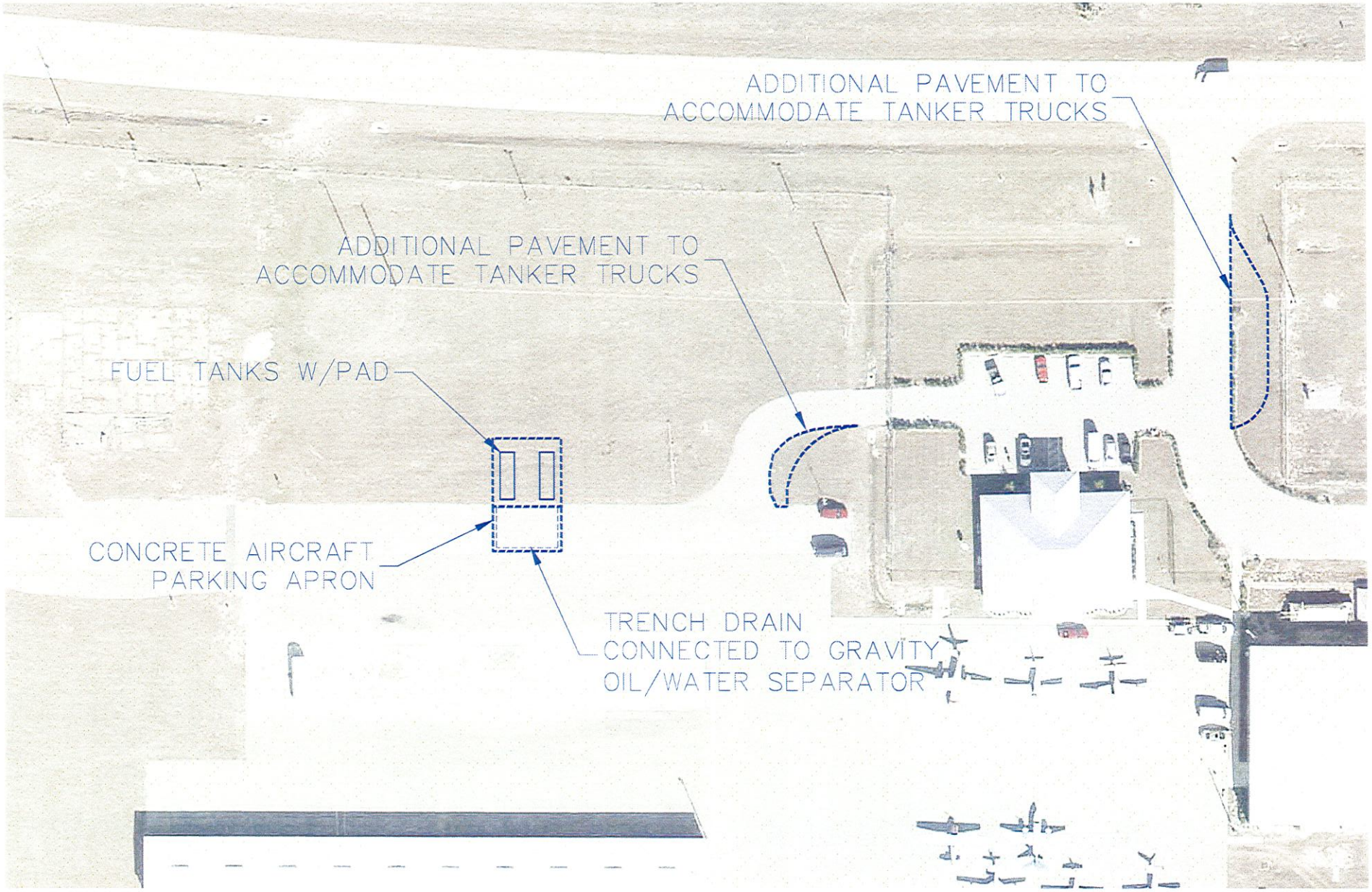
AmHerst Consulting Company
Professional Services Fee Breakdown
Avon Park Executive Airport - Fuel Farm
Design, Bid, and Construction Phases
Basic & Special Services

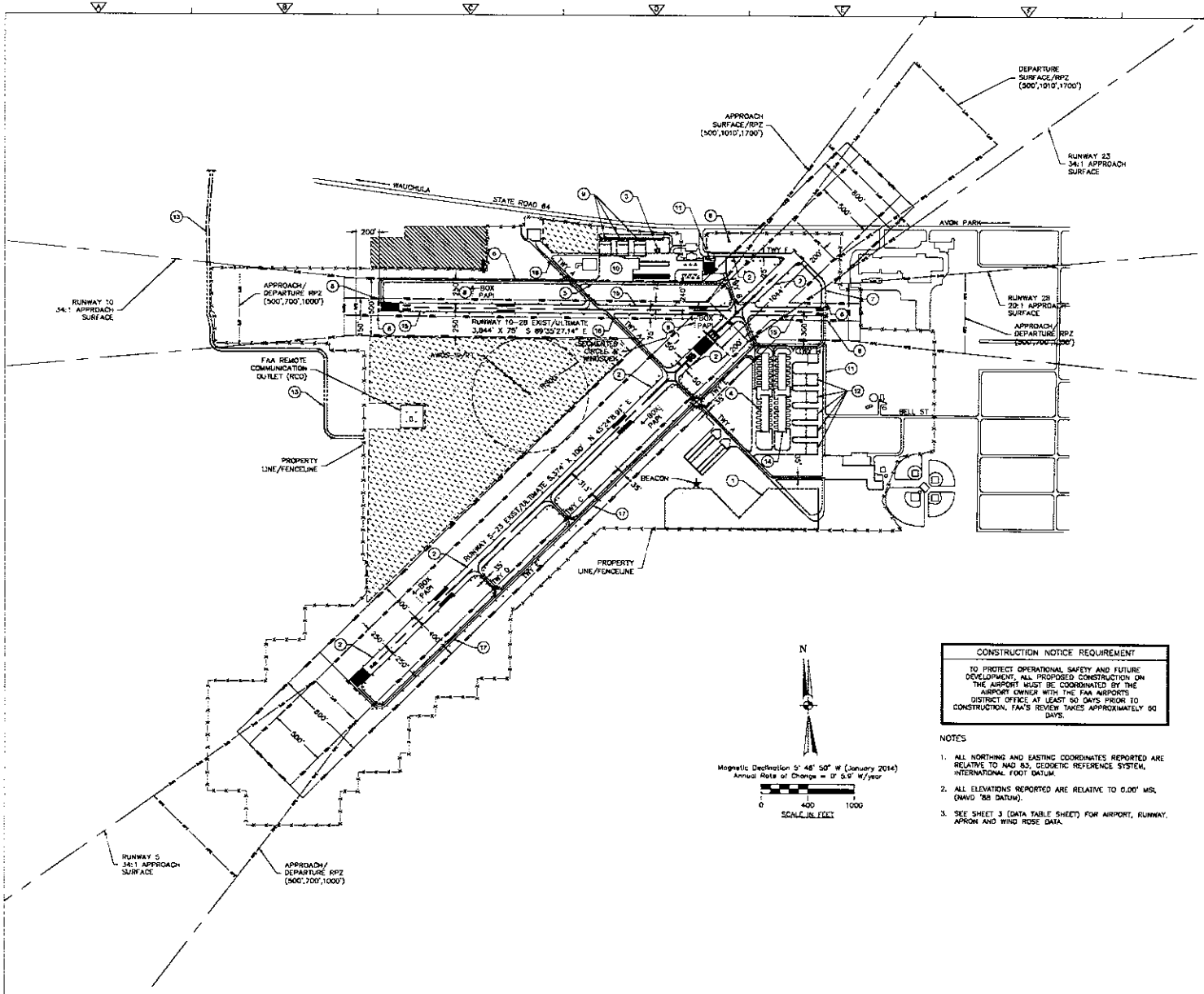
ITEM	DESCRIPTION	Hourly Breakdown					Total Hours	Total Labor Cost	Total Expenses	Total Sub Cost	Total Cost
		Principal $235.00	Project Manager $170.00	Senior Designer $100.00	CAD Technician $82.00	Clerical/ Admin Asst. $53.00					
	BASIC SERVICES										
B1	***Design Phase Services***										
	Project Initiation/Coordination		4	8			12				
	Develop Subconsultant Agreements		4	8		2	14				
	Fuel Equipment, Utility, and Roadway Widening Design									$7,500.00	
	Preliminary Plans		4	8	40		52			$2,500.00	
	Final Plans & Specifications		2	4	16	4	26			$500.00	
	Subtotals	**0**	**14**	**28**	**56**	**6**	**104**				
	Item Totals	**$0.00**	**$2,380.00**	**$2,800.00**	**$4,592.00**	**$318.00**		**$10,090.00**	**$0.00**	**$10,500.00**	**$20,590.00**
B2	***Bidding Phase Services***										
	Bidding Assistance	1	8	24		8	41				
	Prebid Conference	2	8	8		4	22				
	Respond to Bidder's Inquiries	1	8	8	16	8	41				
	Evaluate Bids and Recommend Award	1	8	8		2	19				
	Subtotals	**5**	**32**	**48**	**16**	**22**	**123**				
	Item Totals	**$1,175.00**	**$5,440.00**	**$4,800.00**	**$1,312.00**	**$1,166.00**		**$13,893.00**	**$0.00**	**$0.00**	**$13,893.00**
B2	***Construction Phase Services***										
	Prepare Construction Contract and Notices		4			4	8				
	Office Support		4	16			20			$200.00	
	Shop Drawings			2			2			$500.00	
	Milestone Site Visits / Construction Meetings (see scope)		16	16		4	36		$600.00	$150.00	
	Respond to Request For Information (RFI)		4	4			8			$300.00	
	Change Orders			4			4			$150.00	
	Review Contractor's Applications for Payment			2			2			$300.00	
	Contractor's Closeout/Final Payment		1	4			5			$500.00	
	SWFWMD Statement of Completion		1			1	2			$100.00	
	Subtotals	**0**	**30**	**48**	**0**	**9**	**87**				
	Item Totals	**$0.00**	**$5,100.00**	**$4,800.00**	**$0.00**	**$477.00**		**$10,377.00**	**$600.00**	**$2,200.00**	**$13,177.00**
						Subtotal Basic Services	**87**	**$34,360.00**	**$600.00**	**$12,700.00**	**$47,660.00**

AmHerst Consulting Company
Professional Services Fee Breakdown
Avon Park Executive Airport - Fuel Farm
Design, Bid, and Construction Phases
Basic & Special Services

ITEM	DESCRIPTION	Hourly Breakdown					Total Hours	Total Labor Cost	Total Expenses	Total Sub Cost	Total Cost
		Principal $235.00	Project Manager $170.00	Senior Designer $100.00	CAD Technician $82.00	Clerical/ Admin Asst. $53.00					
	SPECIAL SERVICES										
S1	Predesign Topographical Survey*		1				1				
	Item Totals	$0.00	$170.00	$0.00	$0.00	$0.00		$170.00		$3,000.00	**$3,170.00**
S2	Predesign Geotechnical Investigation*		1				1				
	Item Totals	$0.00	$170.00	$0.00	$0.00	$0.00				$3,000.00	**$3,000.00**
S3	Grant Administration/Budget Tracking										
	Item Totals	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00			**$0.00**
S4	SWFWMD Permitting / Agency Coordination*		1			2	3				
	Item Totals	$0.00	$170.00	$0.00	$0.00	$106.00		$276.00		$10,500.00	**$10,776.00**
S5	OE/AAA Filing		1				1				
	Item Totals	$0.00	$170.00	$0.00	$0.00	$0.00		$170.00			**$170.00**
S6	RPR Services (separate attachment)										
	Item Totals	$0.00	$0.00	$0.00	$0.00	$0.00		$15,250.00			**$15,250.00**
S7	Project Closeout Report			2			2				
	Item Totals	$0.00	$0.00	$200.00	$0.00	$0.00		$200.00			**$200.00**
S8	Record Drawings			2	4		6				
	Item Totals	$0.00	$0.00	$200.00	$328.00	$0.00		$528.00		$300.00	**$828.00**
						Subtotal Special Services	**14**	**$16,594.00**	**$0.00**	**$16,800.00**	**$33,394.00**
						Total Project Services	**101**	**$50,954.00**	**$600.00**	**$29,500.00**	**$81,054.00**

* Denotes subconsultant activities within all or part of service


ADDITIONAL PAVEMENT TO
ACCOMMODATE TANKER TRUCKS
ADDITIONAL PAVEMENT TO
ACCOMMODATE TANKER TRUCKS
FUEL TANKS W/PAD
CONCRETE AIRCRAFT
PARKING APRON
TRENCH DRAIN
CONNECTED TO GRAVITY
OIL/WATER SEPARATOR



LEGEND

EXISTING	FUTURE	ITEM
	N/A	Airport Property Line
31	31	Lease Parcels
		Airport Security Fence
	N/A	Off-Airport Fence
	N/A	35' Building Restriction Line (BRL)
		Runway Visibility Zone Line (RVZ)
		Runway Object Free Area Line (OFA)
		Runway Safety Area Line (RSA)
		Runway Protection Zone Line (RPZ)
		Airfield Pavement
N/A		Airfield Pavement to be Removed
		Buildings
N/A		Buildings to be Demolished
	N/A	Conservation Easement
N/A		Future Aviation Use
	P	Windcone
	N/A	Airport Reference Point (ARP)
		Rotating Beacon
		NAVAIDS
N/A		Land To Be Acquired
		Water Features
	N/A	Topographic Contours

FUTURE AIRPORT DEVELOPMENT LEGEND

NEAR TERM / 0-5 YEARS	
1	CONSTRUCT FEMA STORMWATER POND
2	REHABILITATE RUNWAY 5-23 & ASSOCIATED WORK
3	FUEL FARM IMPROVEMENTS
4	CONSTRUCT NEW T-HANGARS & TAXILANES
5	PARALLEL TAXIWAY TO RUNWAY 10-28
6	INSTALL EMERGENCY BACK-UP GENERATOR
7	EXTEND TAXIWAY F
8	INSTALL REILS ON RUNWAY 10-28
MID TERM / 6-10 YEARS	
9	CONSTRUCT CORPORATE HANGARS
10	APRON EXPANSION
11	AIRPORT SERVICE ROAD REHABILITATION
LONG TERM / 11-20 YEARS	
12	CONSTRUCT CORPORATE HANGARS
13	CONSTRUCT AIRPORT WEST ACCESS ROAD
14	CONSTRUCT NEW T-HANGARS AND TAXILANES
15	REHABILITATE RUNWAY 10-28
16	REHABILITATE TAXIWAY A
17	REHABILITATE TAXIWAY E

CONSTRUCTION NOTICE REQUIREMENT

TO PROTECT OPERATIONAL SAFETY AND FUTURE DEVELOPMENT, ALL PROPOSED CONSTRUCTION ON THE AIRPORT MUST BE COORDINATED BY THE AIRPORT OWNER WITH THE FAA AIRPORTS DISTRICT OFFICE AT LEAST 60 DAYS PRIOR TO CONSTRUCTION. FAA'S REVIEW TAKES APPROXIMATELY 60 DAYS.

NOTES

1. ALL NORTHING AND EASTING COORDINATES REPORTED ARE RELATIVE TO NAD 83, GEODETIC REFERENCE SYSTEM, INTERNATIONAL FOOT DATUM.
2. ALL ELEVATIONS REPORTED ARE RELATIVE TO 0.00' MSL (NAVD '88 DATUM).
3. SEE SHEET 3 (DATA TABLE SHEET) FOR AIRPORT, RUNWAY, APRON AND WIND ROSE DATA.

SPONSOR APPROVAL

AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

FAA APPROVAL

AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

THE CONTENTS OF THIS PLAN DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS DOCUMENT BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT OF THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: WLT
DRAWN BY: WLT
SHEET CHK'D BY: CDM SMITH
CROSS CHK'D BY: JLM
APPROVED BY: JLM
DATE: JANUARY 2014

CDM Smith
2301 Maitland Center Parkway, Suite 300
Maitland, FL 32751 Tel (407) 660-2562

AVON PARK EXECUTIVE AIRPORT
AVON PARK, FLORIDA

AIRPORT LAYOUT PLAN

PROJECT NO. 118223-68085
FILE NAME:
SHEET NO. 3

PLANNING PURPOSES ONLY - NOT FOR CONSTRUCTION

FLAMMABLE
NO SMOKING
SELF
SERVE

Agenda Item Summary

Subject: RFP 51-14 to Update Fire Assessment Methodology Study

Item No. E-13

Placed on Agenda by: **City Manager**

Total Amount of Project: $28,260

Staff Review: Yes

Recommended Motion(s):

Motion to approve the award of RFP 51-14 to Burton and Associates in the amount of $28,260 to update the Fire Assessment Methodology.

Background: The City recently advertised RFP 51-14 to update the fire assessment methodology. The responses received are tabulated in Table-1.

Table-1 Abbreviated Company Names with Bid Amount

Burton and Associates	$28,260
Tindale Oliver	$24,620

Our Attorney with Bryant Olive and Miller have previously worked with Burton and Associates. They are highly recommended. Additionally, their proposed work is scheduled to be completed in April of 2015, which still leaves the City with ample time to examine all options. Although, they agreed to adjust their implementation schedule if needed, the other responder is proposing a schedule which carries the project into September of 2015.

The staff recommendation is to award this work to Burton and Associates. The proposals are available at City Hall for examination.

For 2015, we budgeted $60,000 to update the fire assessment methodology. In all cases, the pricing came in at ½ the amount budgeted.

Agenda Item Summary

Subject: Bid 52-14 Potable Water Well Bid Construction

Item No. E-14

Placed on Agenda by: **City Manager**

Total Amount of Project: $378,875

Staff Review: Yes

Recommended Motion(s):

Motion to approve the budget adjustment as identified in Exhibit-1.

Motion to approve the bid award to Rowe Drilling for Bid Number 52-14 in the amount of $378,875.

Motion to authorize the Mayor to execute the construction contract with Rowe Drilling, subject to the review and approval of the City Attorney.

Background: The City recently advertised Bid 52-14 to drill two new municipal drinking water wells. One well will be located at the Avon Park Airport, the second well will be located at the Glenwood and Summit City Park.

Table-1 Abbreviated Company Names with Bid Amount

Rowe Drilling	$383,875	(-$5,000 discount for drilling both wells.)
David Cannon	$467,817	
AC Schulte	$579,300	
Fl Design Drilling	$1,650,000	
All Webbs Inc	$604,195	

We budgeted and intended to only drill one new well for 2015, and the second well would be drilled in 2016. However, the 70-acre land purchase project did not materialize in 2015, so we have available funds to drill both wells in 2015. Accordingly in Exhibit-1, staff is requesting for Council to reallocate funds from the effluent pond expense account towards the new well construction. Even with this reallocation, this still leaves a balance of $421,000 allocated towards land purchase for the new proposed ponds.

Exhibit-1 Budget Adjustment

12/15/2014 3:45 PM

City of Avon Park
BUDGET ADJUSTMENT

Budget Adjustment #_____ GMBA Batch _____

DATE: 12/15/2014

*Use round dollars only - No decimals

Account Number	Description	Amt. To Increase	Amt. To Decrease
401-0801-536.63-18	IMPROVEMENTS / MUNICIPAL WELLS	$ 300,000	
401-0751-535.63-52	IMPROVEMENTS / WWTP EFFLUENT POND		$ 300,000

Explanation of adjustment:
Reallocation of funds due to land purchase not materializing

Department Head Signature — Date 12-18-14

Finance Director Approval — Date 12/17

City Manager's Approval — Date

CITY COUNCIL APPROVAL REQUIRED: Yes X No

Mayor's Approval — Date

Allison Jacobs

From: Julian Deleon
Sent: Monday, December 15, 2014 3:37 PM
To: Allison Jacobs
Subject: Budget Adjustment for the City Council

Importance: High

Please get me the following for this fiscal year:

Increase by $300,000

401-0801-536.63-18	IMPROVEMENTS / MUNICIPAL WELLS		

Decrease by $300,000

401-0751-535.63-52	IMPROVEMENTS / WWTP EFFLUENT POND		

Julian Deleon
City Manager
City of Avon Park
www.avonpark.cc
Cell 863-443-4884

Agenda Item Summary

Subject: Utility Service Agreement with Esperer, LLC

Item No. E-15

Placed on Agenda by: **City Manager**

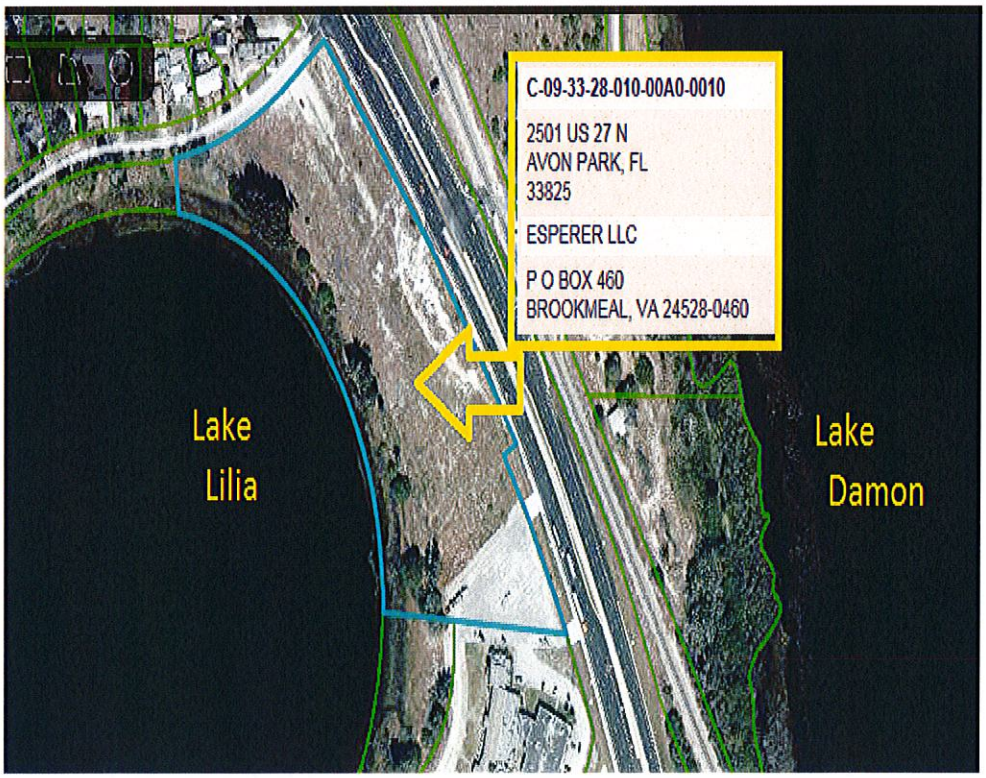
Total Amount of Project: $10,000

Staff Review: Yes

Recommended Motion(s):

Motion to approve attached agreement referenced as Exhibit-A.

Background: There is a planned Dollar General Store to be constructed at the "old" Walker Memorial Hospital property. For your consideration, please find a utility service agreement with the annexation covenant for the entire parcel of land, reference Exhibit-1.



The developer would engineer, permit and construct the City's water lines up to the proposed Dollar General. The City would connect to their extension and continue northward on the purchased easement. We expect a fiscal impact of $2,000 to purchase the easement, and $8,000 to finish extending the water line. My preference is to place our facilities inside easements due to the simplicity of permitting, and the avoidance of relocations into future years,

AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of Dec. 2014 by and between ESPERER LLC, whose business address is P O BOX 460, BROOKNEAL, VA 24528-0460, and its successors and assigns (hereinafter referred to as "Owner"), and the **City of Avon Park**, a municipal corporation whose business address is 110 East Main Street, Avon Park, Florida 33825, and its successors and assigns (hereinafter referred to as "City").

PURPOSE & INTENT

1. Owner is desirous of developing Owner's property ("Property" description attached as Exhibit "A") someday in the future, and obtaining water service from the City when the Property is developed.

2. City is willing to provide such water and wastewater service in the manner described herein, but in exchange requires that the annexation of the Property be performed as soon as legally possible.

OWNER and CITY therefore agree as follows:

PURPOSE & INTENT AND EXHIBITS PART OF AGREEMENT

The above recitations are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement and statements therein are hereby deemed a part of this Agreement.

1. Agreements between the Parties as to Annexation. Owner irrevocably agrees to voluntarily annex the Property within the City. City agrees to annex the Property.

2. Agreements as to Extension of Water Service.

   a. The City agrees to install 8" water main as illustrated in Exhibit-B, as permitted by Pickett Engineering.

3. Commencement of City Duties. The City's obligation to perform its duties after the permits have been obtained.

4. Purchase of Easement and Existing Lift Station. To facilitate water and sewer construction, the City purchases 15 ft utility easement along the property frontage on US-27, and 10 ft easement on Lake Lillian Road, along with the existing Lift Station turned over to the City for a total amount of $2,000.

5. Zoning. The City has reviewed the existing Zoning and agrees that a Dollar General Retail Store is an approved land use.

6. Site Plan Review. The City waives the site plan review fee, and agrees to start the review process with Dollar General and Pickett Engineering prior to the annexation.

7. Laws of Florida to Govern / Venue. This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Highlands County, Florida, and the parties agree to waive any right to jury trial.

8. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

9. Document is the Result of Mutual Draftsmanship The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

10. Prior Agreements; Amendments. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and CITY, made with respect to the matters herein contained, and when duly executed constitutes the entire Agreement between DEVELOPER and CITY. No additions, alterations or variations of the terms of this Agreement shall be valid nor provisions of this Agreement be deemed waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

11. Conflict With Laws In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any City ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then City ordinance (Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order, however, the City shall pass no future ordinance that will invalidate this Agreement or eliminate the City's duties under this Agreement.

12. Agreement Recorded as Covenant on the Property. A copy of this Agreement shall be duly recorded in the county records by the City as a covenant binding the Owner of the Property and any subsequent purchasers of the Property, and the benefits and burdens of this Agreement shall become a covenant, running, touching, building and concerning the title to the Property, and all parts and parcels thereof.

13. Attorney Fees. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover actual and reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial level, or upon appeal.

IN WITNESS WHEREOF, OWNER and CITY have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

ESPERER LLC

Signed, sealed and delivered before these witnesses: _____ (Signed) _____ (Printed) _____ (Signed) _____ (Printed)		By: _____ Managing Member

STATE OF FLORIDA
COUNTY OF HIGHLANDS

SWORN TO AND SUBSCRIBED freely and voluntarily for the purposes therein expressed before me by Michael Monroe as the Manager of ESPERER LLC, a Virginia Co. and who executed the foregoing, this 18 day of ~~April~~ December, 20 14. She is personally known to me or has produced VADL (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of December 20 14.

CATHERINE G SATTERFIELD
NOTARY PUBLIC
REG #7546049
MY COMMISSION EXPIRES
April 30, 2017
COMMONWEALTH OF VIRGINIA

Notary Public: Catherine G. Satterfield

My Council Expires: April 30, 2017

CITY OF AVON PARK

[SEAL] ATTEST:_____ Maria Sutherland, City Clerk APPROVED AS TO FORM: _____ Gerald T. Buhr, City Attorney		**CITY OF AVON PARK, FLORIDA,** By: _____ Sharon Schuler, Mayor

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY TO BE ANNEXED

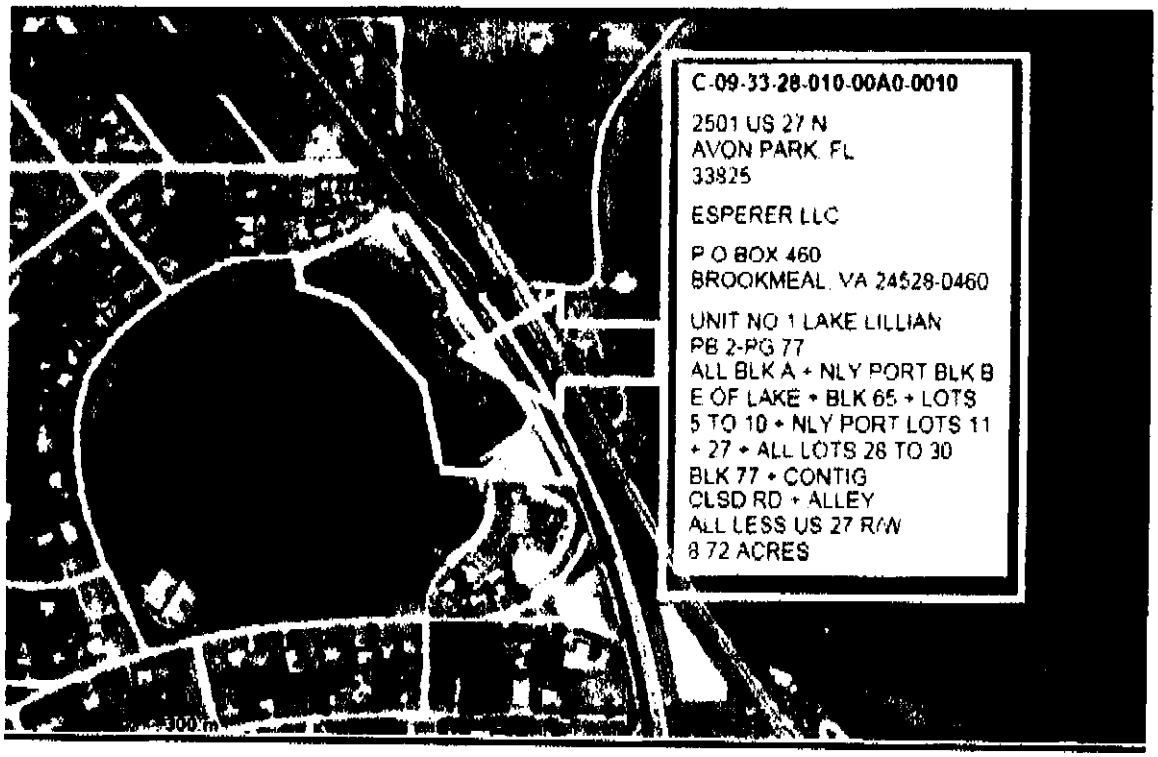
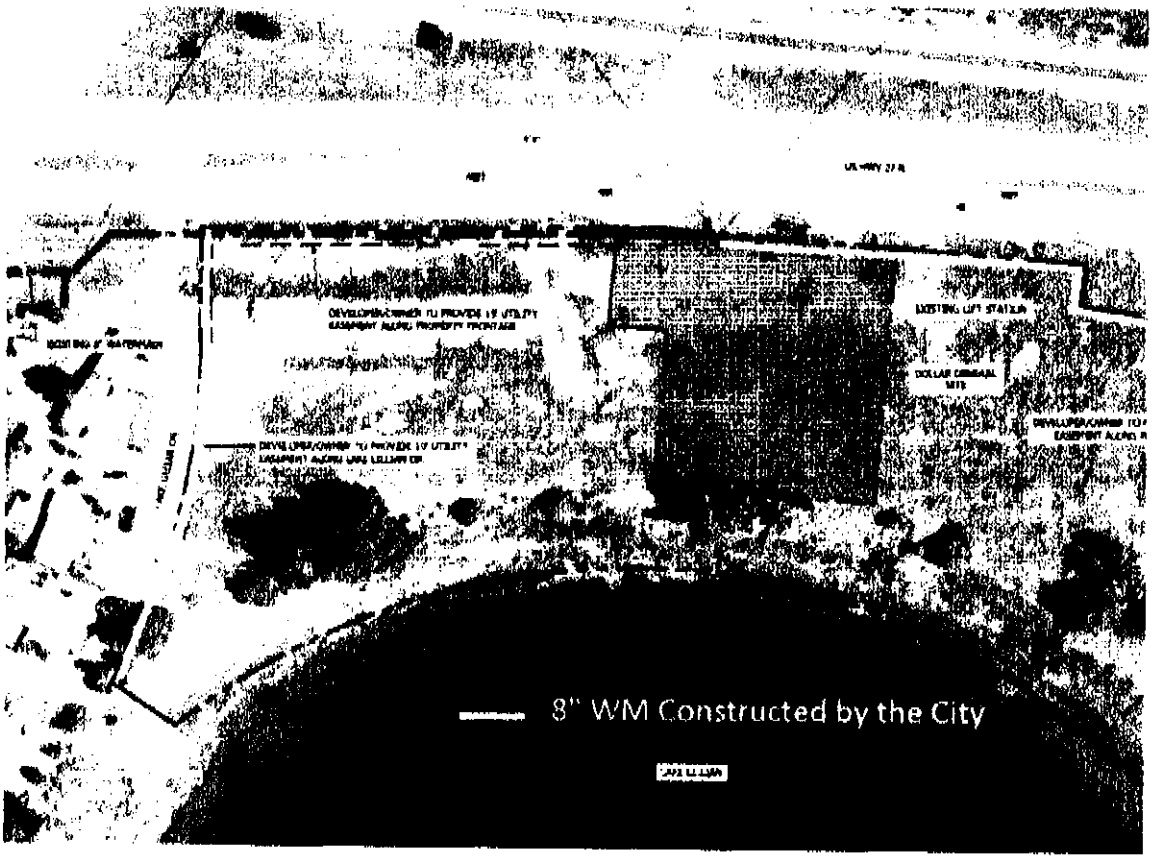


EXHIBIT-B

LOCATION AND ALIGNMENT OF PROPOSED WATER MAIN, and EASEMENT



E-16

SPECIFICATIONS

RFP 03-15

Brickell Building Disposition and Marketing

THE CITY OF AVON PARK FLORIDA

December 9th, 2014

NOTICE TO BIDDERS

The City of Avon Park will receive sealed proposals for Brickell Building Disposition and Marketing addressed to the City Manager, 110 E Main St, Avon Park, FL 33825 **until February 16th, 2015, no later than 2:00PM** at which time and place, proposals received will be publicly opened in the office of the City Manager and read aloud for the following:

Brickell Building Disposition and Marketing

Required 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. RFP Documents are required for submittal.

ADDENDA

It is the Bidders responsibility to contact the City Manager – Julian DeLeon, 863-452-4403 prior to submitting the RFP 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 February 2nd, 2015 at 4PM** in order to provide sufficient time for City to respond appropriately to addenda. The failure of a proposer to submit acknowledgement of any addenda that affects the evaluation may be considered an irregularity and may be cause for rejection of the bid.

RFP SUBMITTAL:

An original and one (1) copy (collated in sets) of the bid form supplied by the City of Avon Park and all required documents submittal data including any bidder generated specifications, drawings, etc., shall be enclosed within a sealed envelope with the words, **"SEALED RFP No. 03-15 Brickell Building Disposition and Marketing**, and the proposer's name and address clearly shown on the outside thereof.

Mailed proposals must be received in the office of the City Manager not later than the time set forth for proposal opening. The City of Avon Park, Florida will not be responsible for any lost or late arriving documents 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.

C. Responses are due and must be received in accordance with the instructions given in the announcement page.

D. The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

E. Respondents, their agents and associates shall refrain from contacting or soliciting any City Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.

F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the City and preference will be given to those responses in full or substantially full compliance with them.

H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the City of Avon Park. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.

I. The CITY, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the City taking into consideration those responses in compliance with the minimum requirements as set forth in this document. The City Council and Mayor reserves 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.

O. The proposer may submit multiple proposals which would be identified as Alternative.

SECTION II SPECIFICATIONS AND SCOPE OF SERVICES

1. Description of RFP services: The City of Avon Park is seeking to sell the property located at 2 East Main Street, Avon Park Fl 33825. The optimum vision for the property is to encourage economic development in the downtown area, through commercial, retail, and residential development. In evaluating proposals, the City will consider:
    a. The experience of the organization proposing.
    b. The ability to finance the under-taking.
    c. The consistency of development objectives proposed with the City's vision for the historic property.
    d. The economic benefit in the addition of jobs.

2. Exhibit-1 provides an appraisal for the property.

3. Exhibit-2 provides a survey.

4. The property is located in the historic Avon Park Downtown. Consistent with this vision, the following development conditions shall apply:

    a. The building has a parking lot which would need re-configuration and redesign to address drainage and parking space optimization.
    b. If 40 parking spaces are available, a minimum of 50% of the spaces shall be dedicated for public use.
    c. A maximum of 20 parking spaces may be utilized exclusively to satisfy the residential use of the building.
    d. The remaining 20 parking spaces or more, can be utilized to satisfy the retail/commercial aspects of any transient business traffic which operates on Main Street, CRA-Main Street District. This parking will also be available to the public for City events.

e. The definition of transient parking is not parking permanently or occupying parking spaces overnight.
f. The Building has public restrooms available downstairs. The restrooms will be open to the public during Monday through Friday 8AM to 4PM. The restrooms will be available for City sponsored events.

5. In accordance with the City's Land Development Regulation, a maximum of 10 housing units may be permitted upstairs.
6. Examples of approved uses for the upstairs could include retail/commercial driven business functions. For examples of approved uses, offices, school classroom, day-care, conference center, restaurant, shops, other government offices.
7. The Building is sold "As-Is". It is the proposer's responsibility to review applicable codes and bring the building into compliance with Avon Park and State of Florida Codes.

8. Minimum Performance Measure Requirements:

    1. The minimum purchase price shall be $320,000 or more as proposed by responder.
    2. Downstairs shall receive a certificate of occupancy from the Highlands County Building Official within 30-months of execution of a purchase agreement.
    3. Upstairs shall receive a certificate of occupancy from the Highlands County Building Official within 40-months of execution of a purchase agreement.
    4. With the exception of the required building specific parking spaces, the property deed with survey shall dedicate any needed public easements, and the parking areas to the public.
    5. Proposer shall submit a business plan identifying the steps to be taken to ensure that these performance measures are met. The proposer shall provide a quarterly report to the City identifying the development progress in the rehabilitation of the building.

    6. **Purchase agreement shall include liquidated damages section for delays of $35 per day made payable to the City of Avon Park on a quarterly basis for failure to fulfill the performance measures in attaining a certificate of occupancy for the upstairs and/or downstairs of the building.**

7. In the purchase agreement, the parties agree to a "bench trial" over any contractual dispute or other matters that may arise as a result of the development activities and this contract.
8. In the purchase agreement, the losing party pays attorney's fees in case of a disputed item as referenced under (8) above.

The proposal shall identify the following parameters:

A. The proposal shall describe the business use for the building upstairs and downstairs. For example, medical clinic, realtor business, housing apartments, and/or business offices.

B. The proposal shall include any known jobs that will be added as a result of the acquisition.

C. The proposal shall include a construction budget and schedule to rehabilitate the building to comply and secure the needed certificate of occupancy for the desired land use.

D. Bid to purchase property (minimum $320,000) $_____

E. Any needed financing from the City $_____

F. Term to be financed (not to exceed 15 years) _____Years

G. Interest Rate on Repayment _____%

H. If financing from the City is desired, the proposer will disclose the following documents to be examined by the City's CPA Consultant:
   a. Financial statements for three years
   b. Balance Sheet
   c. Any other applicable document to be reviewed by the City's CPA to determine the proposer's ability to repay on a mortgage.

Note: Section-H (above) shall not be applicable if City financing is not necessary.

If the City is financing, the purchase agreement, will include other details not necessarily mentioned in this specification. For example, insurance requirements, and applicable payment of taxes where appropriate.

Q. Site Inspections may be coordinated through the City for a fee of $15/visit made payable to the City of Avon Park, with an inspection period not to exceed 1-hour per inspection period. Please coordinate inspections through the City's Representative.

Site Contact Person:

Julian Deleon, City Manager
Tel. (863) 452-4403
Fax. (863) 452-4428
E-mail: jdeleon@avonpark.cc

Agenda Item Summary

December 29, 2014

Subject: SWFWMD amendments to agreement

Item No. E-17

Placed on Agenda by: J Deleon

Total Amount of Project:

Staff Review: Yes

Attorney Review: **N/A**

Motion: Approve first amendment to the expired agreement between the Southwest Florida Water Management District and the City of Avon Park for Lake Tulane Implementation of BMPs for agreement No. 2011REV0009-A

Southwest Florida
Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Michael A. Babb
Chair, Hillsborough
Randall S. Maggard
Vice Chair, Pasco
Jeffrey M. Adams
Secretary, Pinellas
David W. Dunbar
Treasurer, Hillsborough, Pinellas
Carlos Beruff
Former Chair, Manatee
H. Paul Senft, Jr.
Former Chair, Polk
Ed Armstrong
Pinellas
Bryan K. Beswick
DeSoto, Hardee, Highlands
Thomas E. Bronson
Hernando, Marion
Wendy Griffin
Hillsborough
George W. Mann
Polk
Michael A. Moran
Charlotte, Sarasota
Vacant
Citrus, Lake, Levy, Sumter

Robert R. Beltran, P.E.
Executive Director

December 16, 2014

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

Subject: First Amendment to the expired Agreement for the Implementation of BMPs Lake Isis Design, Permitting, and Construction Engineering and Inspection Services (B217)
Agreement No. 2010REV0014-A

Dear Mr. Deleon:

Enclosed are two originals of the first amendment to the expired agreement between the Southwest Florida Water Management District and the City of Avon Park for the design, permitting, and ***construction engineering and inspection*** portion of the subject project. Please have both originals signed, dated and return them to my attention. One fully executed original will be sent to you for your files after the District's executive director or designee has signed the agreements.

If you have any questions, please contact me at the Brooksville office, extension 4404.

Sincerely,

Michael Peck, P.E., PMP
Project Manager 3
Environmental Section
Project Management Office

MCP
K:\Env\Projects\B217 Isis-Tulane FY10 MP-ML\Correspondence\B217 1st Amend AP DPCEI for Exec.docx
Enclosures (2)
Cc File

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF AVON PARK
FOR
IMPLEMENTATION OF BMPS IN THE LAKE WALES RIDGE WATERSHED
LAKE ISIS AND LAKE TULAND DESIGN, PERMITTING AND
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (B217)

This FIRST AMENDMENT entered into and effective this 31st day of December 2014 by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF AVON PARK a municipal corporation of the State of Florida, whose address is 110 East Main Street, Avon Park, Florida 33825, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the DISTRICT and the CITY entered into an Agreement effective March 30, 2014 (Original Agreement), for the design, permitting, bid preparation and construction engineering and inspection services to implement construction of several Best Management Practices (BMPs) to treat untreated stormwater runoff before it enters Lake Isis and Lake Tulane; and

WHEREAS, the parties hereto wish to amend the Agreement to extend the contract period and revise the Project Schedule due to persistent elevated lake levels in Lake Isis which have prohibited completion of construction.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Original Agreement, effective March 30, 2014, as follows:

1. Paragraph 4, Completion Dates, is hereby amended to complete the PROJECT by April 1, 2015.

2. Paragraph 5, Contract Period, is hereby amended to extend the expiration date of December 31, 2014, in the Original Agreement to June 30, 2015.

3. The Project Schedule section of Exhibit "B" is hereby replaced in its entirety with the following:

PROJECT SCHEDULE	DATE
Complete Request for Bids and Selection of Consultant	November 30, 2010
Complete Preliminary Design	April 30, 2011
Public Meetings	May 31, 2011
Complete Final Design Plans and Const. Documents	July 31, 2011
Permitting Services	August 31, 2011
Progress Meetings	Periodically (as needed)

Complete Construction Bid Specifications	August 31, 2011
Initiate Construction	February 28, 2014
Complete Construction Management/Oversight	April 1, 2015

4. The terms, covenants and conditions set forth in the Original Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:_____

Mark A. Hammond, P.E., Director — Date
Resource Management Division

CITY OF AVON PARK

By:_____

Sharon Schuler, Mayor — Date

Approved as to form: — ATTEST:

_____ — _____

Gerald T. Buhr, City Attorney — Maria Sutherland, City Clerk

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF AVON PARK
FOR
IMPLENTATION OF MPS IN THE LAKE WALES RIDGE WATERSHED
LAKE ISIS AND LAKE TULANE DESIGN, PERMITTING, AND
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (B217)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	MBM	12/11/14
RISK MGMT	N/A	—
CONTRACTS	EBC	12/12/14
BUREAU CHIEF	[illegible]	12/12/14
DIRECTOR	MAH	12/16/14
GOVERNING BOARD	N/A EBC	

Agenda Item Summary

Subject: Land Purchase Alternative for effluent ponds

Item No. E 18

Placed on Agenda by: **City Manager**

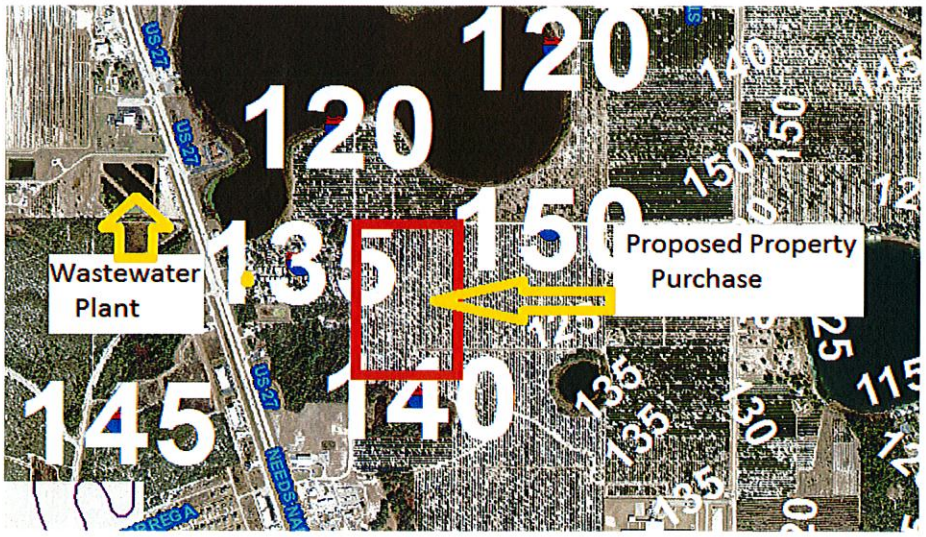
Total Amount of Project: $1,072,000

Staff Review: Yes

Recommended Motion(s):

Motion to authorize the City Attorney to draft a property purchase contract

Background: Staff has reached out to two large property owners near the City's wastewater plant. For your consideration, we have a tentative agreement to purchase 40 acres for $25,000/acre along Davis Citrus Road. We would also need to attain 4.5 acre easement for $16,000 per acre.



Similar to the other property purchase contract, the agreement will have a due diligence period for geotechnical engineering.

Staff is requesting for the City Council to authorize the City Attorney to draft the property purchase agreement. If the property is suitable, for 2015, we would pay $300,000, and pay the remaining amounts on the fiscal year budget for 2016.

Contact: Julian Deleon, 863-443-4884

Part-1 Easement Purchase

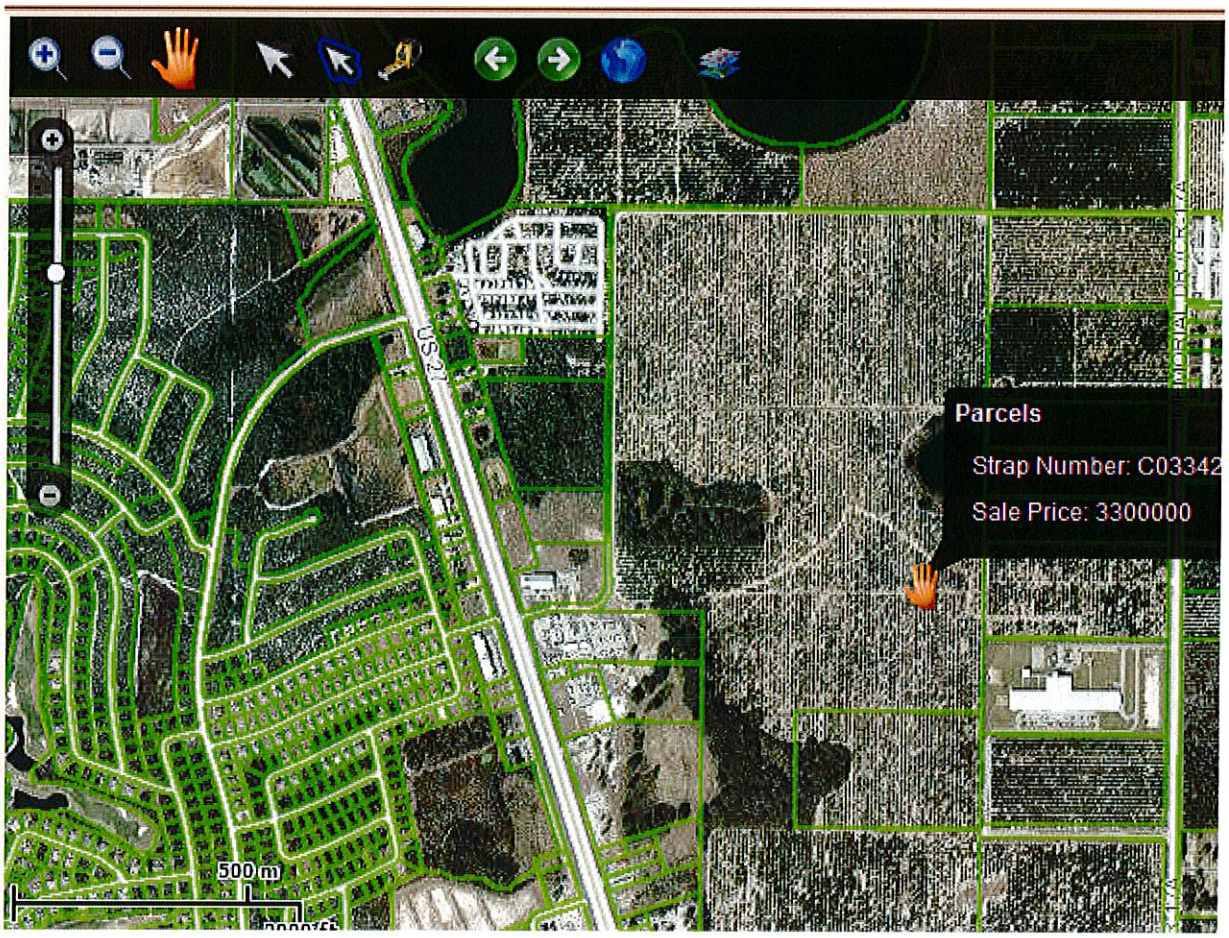
6,500ft x 30ft = 195,000 ft^2 = 4.5 acres x $16,000 = $72,000

You retain ownership, but allow the City to install water and sewer lines along the property line. The fruit trees would not be damaged, we would work around the trees, and root system.

Part-2 Property Purchase for Ponds

40 acres x $25,000 = $1,000,000

- Property would be annexed to facilitate rezoning for ponds, total City taxes = $410/year for all parcels
- 6-month due diligence period
- $300,000 paid on 2015
- Remaining paid in 2016, (Owner financed).
- No construction would start on ponds till January 2016, therefore, owner can pick fruit.
- Contingent on City Council approval


US 27
Parcels
Strap Number: C03342
Sale Price: 3300000
500 m