



**CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St. Avon Park, FL
May 12, 2014
6:00 PM**

A. OPENING

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

B. PUBLIC HEARING- - Amending Utility Rate Structure, ACH Credit

4. Public Hearing
5. Ordinance 13-14- First Reading

C. CONSENT AGENDA:

6. Council Minutes – Regular Meeting April 28 2014
7. MS CRA Adv. Board appointment- Charles Hardin of Cornerstone Church

D. CITIZENS/OUTSIDE AGENCIES

E. COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS

8. CRA Plan Workshop schedule June 9, 2014 at 5pm

F. ADMINISTRATIVE

10. FHBC grant / FDOT Agreement
11. Approval of Special City Council Meeting for 5/28/2014
12. Approval of Special City Council Meeting for 7/8/2014 Budget Workshop
13. Approval of Budget TRIM Calendar

G. CITIZENS PARTICIPATION

H. ADJOURN

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

B-5

ORDINANCE NO 13-14.

AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, RELATING TO WATER AND WASTEWATER MANDATORY CONNECTION AND RATES AND CHARGES; AMENDING THE CODE OF ORDINANCES OF THE CITY OF AVON PARK, FLORIDA, CHAPTER 98, UTILITIES, SECTION 98-51 CLARIFYING THE MANDATORY CONNECTION REQUIREMENT; SECTION 98-76.5 PROVIDING TEMPORARY SEWER CONNECTION CHARGE AMNESTY FOR SINGLE FAMILY RESIDENCES; SECTION 98-77, ADDING A DISCOUNT FOR USE OF AUTOMATIC ELECTRONIC PAYMENTS "ACH" OF WATER BILLS; SECTION 98-148 CLARIFYING THE MANDATORY CONNECTION REQUIREMENT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it mandatory connections to water and sewer systems are an important protection for the public health, safety and welfare; and,

WHEREAS, connection encouragement programs and increased enforcement of mandatory connections are all important aspects of a successful mandatory connection policy; and,

WHEREAS, the City Council deems it to be in the best interest of the City to allow a reduction in the utility rates for use of automatic electronic payments; and,

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

Section 1. Article II, Section 98-51 of the Code of Ordinances of the City of Avon Park, Florida is hereby amended to read as follows:

Sec. 98-51. City Potable Water Service Required; Enforcement and Minimum Bill; construal of division provisions.

(a) The owner of each lot or parcel of land within the city, upon which lot or parcel of land any structure, mobile or permanent, is situated for either residential, commercial or industrial use, shall connect or cause such structure to be connected with the municipal water system of the city and use such facilities within 90 days following notification to do so by utility billing; provided, however, that no such connection shall be required where the municipal water system or line is more than 200 feet from such lot or parcel of land; or, for single family homes, required to cross more than two lanes of roadway; or, for all other connections, more than four lanes of roadway.

(b) This section shall not be construed to require or entitle any person to cross the private property of another to make a municipal water system connection, nor shall it be construed to require anyone to connect to the city municipal water system when the sole reason for connection with the water system is for irrigation purposes only.

Section 2. Article II, Section 98-76.5 of the Code of Ordinances of the City of Avon Park, Florida is hereby amended to read as follows:

Sec. 98-76.5. Temporary Sewer Capacity Fee Amnesty For Some Residences; Payment plans for capacity fees.

(a) Residential Capacity Fee Amnesty. There shall be a temporary amnesty from payment of sewer capacity fees for owners of single family residences which are in existence at the passage of this Ordinance, to connect to existing sewer mains. This opportunity shall automatically terminate (Sunset) at the close of business on March 21, 2017, unless amended by Ordinance or extended by resolution of the City Council.

(b) *Payment plans.* The city may authorize payment plans for extending the payment of water capacity fees as follows:

(1) All payment plans shall carry a rate of interest approved each year by resolution of the city council.

(2) No payment plan shall exceed a period of 240 months.

(3) Payment plans shall be established by written agreement including, among other terms, a provision for the payments to be secured by a recorded lien. Staff shall evaluate the ability of the applicant to make the payments in a timely manner, including at a minimum a review of whether the equity in the property to be liened is sufficient to pay the full amount of the capacity fees sought to be financed if the lien must be foreclosed. Plans providing for financing in excess of \$5,000.00 shall also include a review of at least two credit agency reports, found to be acceptable by the city manager, with the cost of such reports being paid by the applicant.

(4) The council may by resolution approve a form of such agreement, payment plan and other documents, as well as a maximum amount of such financing that may be approved by the city manager without additional council approval.

(5) This subsection allowing payment plans shall automatically terminate (Sunset) on March 21, 2017 unless removed from the code by ordinance amendment on an earlier date, or approved by resolution for an additional five years by ordinance.

Section 3. Article II, Section 98-77 of the Code of Ordinances of the City of Avon Park, Florida is hereby amended to read as follows:

Section 98-77. Usage rates.

(a) *Residential service.*

(1) The monthly rates for residential water service shall be increased 30%, as stipulated in Exhibit A to this article.

(2) The minimum bill for all residential premises located within the city shall be the base rate for residential inside the city as stipulated in Exhibit A to this article. The minimum bill for residential premises located outside the city shall be the base rate for residential outside the city as stipulated in Exhibit A to this article.

- (3) For those water utility customers choosing to pay with automatic electronic payments, Automated Clearing House ("ACH") established with the City, there shall be a \$1.00 per month reduction in the Base Rate for water.

Section 4. Article II, Section 98-148 of the Code of Ordinances of the City of Avon Park, Florida is hereby amended to read as follows:

Sec. 98-148. Water closets City Sewer Service Required; Enforcement and Minimum Bill; construal of division provisions required.

Every structure in which human beings reside, are employed or congregate shall have a sanitary water closet for disposing of human excrement, that is connected with the sewer or an approved type of septic tank if the property is more than 200 feet from the sewer line. It shall be unlawful for any person who owns or leases any premises in the city to permit any other method of disposal of any human excrement on any property leased or rented by any such person.

(a) The owner of each lot or parcel of land within the city, upon which lot or parcel of land any structure, mobile or permanent, is situated for either residential, commercial or industrial use, shall connect or cause such structure to be connected with the municipal sewer system of the city and use such facilities within 90 days following notification to do so by utility billing; provided, however, that no such connection shall be required where the municipal water system or line is more than 200 feet from such lot or parcel of land; or, for single family homes, required to cross more than two lanes of roadway; or, for all other connections, more than four lanes of roadway.

(b) This section shall not be construed to require or entitle any person to cross the private property of another to make a municipal sewer system connection.

Section 5. Inclusion in the Code

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Avon Park City Code; and that the sections of the Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article" or such other phrase in order to accomplish such intentions.

Section 6. Severability.

Should any section or provision of this Ordinance or any portion thereof, the deletion of which would not adversely affect (in the general sense) the remainder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid.

Section 7. Effective Date

This Ordinance shall become effective immediately upon passage.

This ordinance was read for the first time at the Regular Meeting of the City Council on the ____ day of _____, _____. where it was voted on by members of the City Council as follows:

Yeas _____ Nays _____ Absent _____

This ordinance was read for a second and final time at the _____ Meeting of the City Council on the ____ day of _____, _____, where it was voted on by members of the City Council as follows:

Yeas _____ Nays _____ Absent _____

(Seal)

ATTEST:

CITY OF AVON PARK, FLORIDA

Maria Sutherland, Interim City Clerk

Sharon Schuler, Mayor

APPROVED AS TO CORRECTNESS AND FORM.

Gerald T. Buhr, City Attorney

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
April 28, 2014
6:00 P.M.

Members Present: Mayor Sharon Schuler, Deputy Mayor Brenda Giles, Councilman Garrett Anderson, Councilman Parke Sutherland and Councilman Terry Heston **Absent:** None.

Others Present: City Manager Julian Deleon, and Administrative Services Director Maria Sutherland. Members of the public and press.

Mayor 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.

PUBLIC HEARING: Ordinance 11-14 Final Reading Amending FLU for property on SE Corner of W. Cornell and S. Florida Ave. Mayor Schuler opened the floor for public hearing. Jeff Schmucker from CFRPC presented the Proposed FLU Amendment. The property is approximately 3 acres between W. Cornell and Florida Ave. He went over the density use and stated only 1% of the City has this kind of use. He found no negative impact to the City. Mayor Schuler opened the floor for public comment. Mairén Valenzuela, 508 WL Kirkland St, approached the podium. She asked about the entrance to the development. Another person asked whether the project was subsidized from the Government. Mrs. Eunice Williams, 503 WL Kirkland St, asked if the property could be owned by someone else. Mr. Wohl stated that he can only guarantee 15 years of ownership. Mrs. Williams then stated she has lived here 24 years. John Sedlock, 127 W Bell St, asked how many people will reside in each residence. Mr. Wohl responded that he is sure that no more than 4 unrelated adults could live in any residence. Mr. Schmucker stated that 2.9 per average per house hold. Mr. Sedlock stated 4 people times 80 equals 320 and probably half would be children. His main concern is the safety for children walking to the Middle School at the Rail Road Crossing. He had seen the children pick up rocks and throw at trains. He also discussed the garbage. Mike Roberts, 513 Tulane Circle, asked about 38 parcels probably two cars per household, if they are going to put in 80 units with two cars per household. He stated his concern about the narrow streets and how would they accommodate traffic. He compared the development to a “commercial business” in the middle of a residential neighborhood. He felt there was a better place for this. Ernestine Wilburn, 507 WL Kirkland St spoke against the development. She says it will be terrible and she enjoys her peaceful neighborhood. Christy Caputo, 217 Tulane Circle, says she is a new home owner in Avon Park and she is concerned with dropping property value in the future. She is also concerned about the out-sourced of the management of the units. Shirley Ashe, 509 WL Kirkland, stated the property is directly across from her home and she does not want many kids in front of her home. Ms. Valenzuela spoke against the development. Councilman Terry Heston made a motion to reject the final reading of Ordinance 11-14, Seconded by Deputy Mayor Brenda Giles. Motion passed 4 to 1 with Mayor Schuler abstaining.

PUBLIC HEARING: Ordinance 12-14 Final Reading. Police Retirement System Vesting Schedule for New Hires. Officer Brian Robinson stated his opposition to the proposed Ordinance 12-14 Motion made by Councilman Parke Sutherland, seconded by Councilman Terry Heston to approve Ordinance 12-14 as presented, Motion passed 4 to 1 with Councilman Garrett Anderson voting no.

PUBLIC HEARING: Ordinance 13-14 – First Reading. Amending Utility Rate Structure ACH Credit. Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to Approve Ordinance 13-14 first reading as presented. There was no roll call. Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to postpone Ordinance 13-14 indefinitely. Motion carried unanimously.

CONSENT AGENDA: City Manager, Julian Deleon, noted the items on the consent agenda. Council Minutes – Regular Meeting April 14, 2014. Motion made by Council Parke Sutherland, seconded by Deputy Mayor Brenda Giles to approve consent agenda as presented. Motion carried unanimously.

ADMINISTRATIVE

COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS:

Presentation by Code Enforcement on Sanitation Issues with Garbage importation from outside the City. Jason Lister provided information re: excess garbage dumping that is a financial and aesthetic impact to the city.

Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston to revamp the sanitation ordinance. Motion carried unanimously.

CONTRACT W/ WASTE MANAGEMENT TIPPING FEE: City Manager Julian Deleon gave an overview of the costs to the County landfill. He presented a contract to the Council between Waste Management and the City for a transfer station. Motion made by Councilman Parke Sutherland, Seconded by Councilman Terry Heston to authorize the City to enter into a disposal agreement with Waste Management contingent that no additional insurance costs would be incurred by the City and that an indemnity clause be inserted into the contract. Motion carried 5-0.

The meeting adjourned at 8:04 p.m.

ATTEST:

Maria Sutherland

Sharon Schuler, Mayor

C-7

VOLUNTEER APPLICATION

FOR BOARDS AND COMMISSIONS

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

Please choose the Board(s) and/or Commissions(s) for which you wish to apply:

- Airport CRA Advisory Board
- Civil Service Board*
- Main Street CRA Advisory Board
- Pension Boards*
- Police
- Fire
- Planning & Zoning Commission*
- Recreation Advisory Board
- Southside CRA Advisory Board
- Zoning Board of Adjustment*
- Housing Authority

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

***MEMBERS OF THE BOARD(S) AND/OR COMMISSIONS WITH AN ASTERISK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES.**

1. PERSONAL:

Name: Charles Hardin E-Mail: chase5733@centurylink.net

Address: 5633 Hampton Wood Blvd, Sebring, FL 33872

Telephone: 386-1692 Business #: _____

Are you a registered voter in Avon Park? Yes No

How long have you been a resident of Avon Park?

Are you currently serving on a City Board? Yes No

If yes, when and which Board?

2. REFERENCES: Please list 3 references (Business and/or Personal) include Name, Address, and Phone Number.

Member of Cornerstone Christian Church
on 1003 W. Pine St, Avon Park

**FLORIDA HIGHWAY BEAUTIFICATION COUNCIL
GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE
MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this day of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the "**DEPARTMENT**" and the City of Avon Park, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "**AGENCY.**"

WITNESSETH

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road 25, (US Highway 27) as part of the State Highway System; and

WHEREAS, the **AGENCY** seeks to install and maintain certain landscaping within the unpaved areas within the right of way of **State Road 25 MAIN STREET (US27) W HAL MCRAE BLVD TO LAKE GLENDA RD**; and

WHEREAS, the **DEPARTMENT** agrees that landscaping should be installed and maintained as proposed by **AGENCY** and has, through the Florida Highway Beautification Council, awarded **AGENCY** a beautification grant for installing such landscaping; and

WHEREAS, the parties hereto mutually recognize the need for entering into an **AGREEMENT** designating and setting forth the responsibilities of each party; and

WHEREAS, **AGENCY**, by Resolution No. 13-12, dated 10-9-13 and attached hereto as Exhibit "A," has accepted said grant and authorized its officers to execute this **AGREEMENT** on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **AGENCY** hereby agrees to install or cause to be installed landscaping on the highway facility as specified in the Landscape Plan(s) included as Exhibit "B." Such installation shall be pursuant to Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time. The **AGENCY** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.
2. The **AGENCY** agrees to maintain the landscaping within the median and areas outside the travel way within the right of way pursuant to the Landscape Maintenance Plan(s) included as Exhibit "C", and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time. The above named functions to be performed by the **AGENCY** shall be subject to periodic inspections by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.
3. All landscape installation and maintenance activities undertaken by **AGENCY** shall be pursuant to the Work Zone Traffic Control Plan(s) included as Exhibit "D", and Rule 14-40.003, Florida Administrative Code.
4. If at any time after the **AGENCY** has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY** to place said **AGENCY** on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

- a. If installation is not completed pursuant to the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and deduct the reasonable cost thereof from the money otherwise due the **AGENCY** under this **AGREEMENT**.
- b. If installation has been properly completed or if the **DEPARTMENT** elects not to complete the landscaping under (a) above, and maintenance by **AGENCY** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for expenses incurred, or
- c. The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **AGENCY** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **AGENCY** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **AGENCY** being responsible for the cost of any removal.

Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, **AGENCY** shall cease installation and maintenance activities under this **AGREEMENT**.

- 5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscaping after which time the **DEPARTMENT** may remove the same.
- 6. **AGENCY** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, **AGENCY** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.
- 7. The **DEPARTMENT** hereby agrees that, upon satisfaction of the conditions of paragraph 8 of this **AGREEMENT**, the **DEPARTMENT** will pay the **AGENCY** the amount of \$100,000.00 of such installation may only include costs which are allowed by Section 339.2405(11), Florida Statutes.
- 8. Payment shall be made to the **AGENCY** by the **DEPARTMENT** under the following conditions.
 - a. This **AGREEMENT** has not been terminated pursuant paragraph 4.
 - b. The grant award has not lapsed pursuant to paragraph 11.
 - c. Written certification of the completion of the installation and acceptance by the **AGENCY** is provided to the **DEPARTMENT**.
 - d. The Highway Beautification Council has inspected and issued written approval of the work or has issued a written waiver of its inspection rights pursuant to this **AGREEMENT**.
 - e. A **DEPARTMENT** Landscape Architect has inspected the work and has issued a written determination that the **AGENCY** has completed the installation of the landscaping pursuant to the terms of this **AGREEMENT**.

9. Payment under paragraph 8 of this **AGREEMENT** is also subject to the following conditions.
- a. Proof of receipt and approval of goods and services must be available upon request by the **DEPARTMENT** or the State Comptroller pursuant to Section 215.42, Florida Statutes.
 - b. Bills for fees or other compensation for services or expenses that are recovered pursuant to this **AGREEMENT** shall contain detail sufficient for a proper preaudit or postaudit thereof.
 - c. Records of costs incurred under the terms of this **AGREEMENT** shall be maintained by the **AGENCY** and made available upon request to the **DEPARTMENT** at all times during the period of this **AGREEMENT** and for three years after final payment is made. Copies of these documents shall be provided to the **DEPARTMENT** upon request. Records of the costs incurred include the **AGENCY'S** general accounting records, together with supporting documents and records of the City of Avon Park, FL and all subcontractors performing work, and all other records considered necessary by the **DEPARTMENT** for a proper audit of costs.
10. The administration of funds awarded by the **DEPARTMENT** to the **AGENCY** may be subject to audits and/or monitoring by the **DEPARTMENT** as described in this section.
- a. In addition to reviews of audits conducted in accordance with OMB A-133 monitoring procedures may include, but not be limited to, on-site visits by **DEPARTMENT** staff, limited scope audits as defined by OMB A-133, and/or other procedures. By entering into this **AGREEMENT**, the **AGENCY** agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the **DEPARTMENT**. In the event the **DEPARTMENT** determines that a limited scope or project-specific audit of the **AGENCY** is appropriate, the **AGENCY** agrees to comply with any additional instructions provided by the **DEPARTMENT** to the **AGENCY** regarding such audit. The **AGENCY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General.
 - b. In the event that the **AGENCY** expends a total amount of State awards (i.e., State financial assistance provided to the **AGENCY** to carry out a State project) equal to or in excess of \$300,000 in the **AGENCY'S** fiscal year, the **AGENCY** must have the State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapters 10.550 and 10.650, rules of the Auditor General. Paragraph 7 to this **AGREEMENT** indicates State funds awarded through the **DEPARTMENT** by this **AGREEMENT**. In determining the State awards expended in its fiscal year, the **AGENCY** shall consider all sources of State awards, including State funds received from the **DEPARTMENT**, except that State awards received by a non-State entity for Federal program matching requirements shall be excluded from consideration.
 - c. In connection with the audit requirements addressed in paragraph 10.c. above, the **AGENCY** shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General.
 - d. If the **AGENCY** expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the **AGENCY** expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the **AGENCY'S** funds obtained from other than State entities).
 - e. Copies of the financial reporting packages required by paragraph 10 of this **AGREEMENT** shall be submitted by or on behalf of the **AGENCY** directly to each of the following:

FDOT District Highway Beautification Council Grant Coordinator
Michael Schulte, RLA
801 North Broadway Avenue
Post Office Box 1249
Bartow, FL 33831
michael.schulte@dot.state.fl.us

State of Florida Auditor General
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Any reports, management letters, 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, Section 215.97, Florida Statutes, and Chapters 10.550 and 10.650, Rules of the Auditor General, as applicable. When submitting financial reporting package to the **DEPARTMENT** for audits, **AGENCY** should indicate the date that the financial reporting package is delivered to the **DEPARTMENT** in correspondence accompanying the financial reporting package.
11. The beautification grant awarded pursuant to this **AGREEMENT** shall be effective and continue for a period of one (1) year from the date of this **AGREEMENT**.
 12. The term of this **AGREEMENT** commences upon execution.
 13. 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, nor its employees will be liable pursuant to 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**.
 14. When the **DEPARTMENT** receives a notice of claim for damages that may have been caused by the **AGENCY** in the performance of services pursuant to this **AGREEMENT**, the **DEPARTMENT** will immediately forward the claim to **AGENCY**, and the **DEPARTMENT** will evaluate the claim and report their findings to each other within seven 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 pursuant to this section. The **DEPARTMENT**'s failure to notify the **AGENCY** of a claim shall not release the **AGENCY** from any of the requirements of this section. The **DEPARTMENT** and the **AGENCY** will pay their own costs 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 costs, but if the verdict determines that there is joint responsibility, the costs and liability for damages will be shared in the same percentage as that judicially established.
 15. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
 16. This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.
 17. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.

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

City of Avon Park, FL
(AGENCY)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor

By: _____
District Secretary

Attest: _____ (SEAL)
Clerk/Director

Attest: _____ (SEAL)
Executive Secretary

Legal Approval

Legal Approval

District Landscape Architect

Catalog of State Financial Assistance (CSFA) Number - 55003
CSFA Title - Florida Highway Beautification Council
Object Code - 750003
Category - 088850

EXHIBIT "A"

*RESOLUTION BY LOCAL GOVERNMENTAL ENTITY ACCEPTING GRANT,
AND AUTHORIZING ITS OFFICERS TO EXECUTE THIS AGREEMENT ON ITS BEHALF*

EXHIBIT "B"

LANDSCAPE PLAN APPROVED BY DISTRICT LANDSCAPE ARCHITECT

EXHIBIT "C"

LANDSCAPE MAINTENANCE PLAN APPROVED BY DISTRICT LANDSCAPE ARCHITECT

RESOLUTION NO. 13-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA, AUTHORIZING THE CITY STAFF TO APPLY FOR AND ACCEPT A HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the City Council of the City of Avon Park desires to beautify and improve various rights of way by landscaping within the City of Avon Park; and

WHEREAS, the City Council of the City of Avon Park wish to authorize the staff to apply for a Highway Beautification Council Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the City of Avon Park and the Florida Department of Transportation.

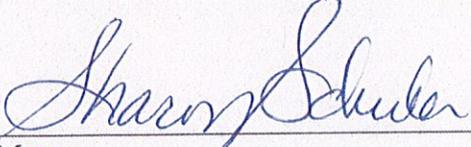
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA:

Section 1. The City Council of the City of Avon Park hereby authorizes the City staff to apply for a Highway Beautification Grant, and if awarded, to accept the grant, and enter into a Landscape Construction, and Maintenance Memorandum of Agreement between the City of Avon Park and the Florida Department of Transportation.

Section 2. The City Manager of the City of Avon Park is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the City Council.

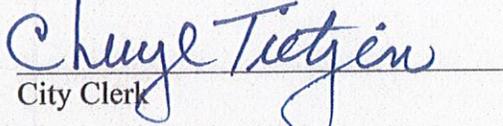
This resolution shall be effective upon passage.

APPROVED AND ADOPTED by the City Council of the City of Avon Park at regular meeting assembled this 9th day of August, 2013.



Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Maria Sutherland

From: Schulte, Michael <Michael.Schulte@dot.state.fl.us>
Sent: Thursday, April 24, 2014 3:34 PM
To: Maria Sutherland
Subject: RE: FHBC Grant

B, C, and D, will be provided by you when you submit your plans....

From: Maria Sutherland [<mailto:sutherland@AvonPark.cc>]
Sent: Tuesday, April 22, 2014 7:23 PM
To: Schulte, Michael
Subject: RE: FHBC Grant

I was reviewing the agreement and was wondering about the exhibits that apply to attachments "B" and "C" and "D"
... are these exhibits actually part of the original application?

Maria

From: Schulte, Michael [<mailto:Michael.Schulte@dot.state.fl.us>]
Sent: Tuesday, April 22, 2014 5:16 PM
To: Maria Sutherland
Subject: RE: FHBC Grant

Thank you

From: Maria Sutherland [<mailto:sutherland@AvonPark.cc>]
Sent: Tuesday, April 22, 2014 4:19 PM
To: Schulte, Michael
Subject: RE: FHBC Grant

The agreements will be on the Council agenda Monday, April 28th for signature approval.

Thank you,

Maria

From: Schulte, Michael [<mailto:Michael.Schulte@dot.state.fl.us>]
Sent: Tuesday, April 22, 2014 4:05 PM
To: Julian Deleon; Maria Sutherland
Subject: FHBC Grant

Please have 4 original contracts signed and sent back to me as soon as possible.

Mike

Michael C. Schulte, RLA, CLARB, ISA
FDOT District One Landscape Architect
FL LA #6666683
Certified Arborist # FL-6345A

39	Friday, August 08, 2014		
40	Saturday, August 09, 2014		
41	Sunday, August 10, 2014		
42	Monday, August 11, 2014	Council meeting	
43	Tuesday, August 12, 2014		
44	Wednesday, August 13, 2014		
45	Thursday, August 14, 2014		
46	Friday, August 15, 2014		
47	Saturday, August 16, 2014		
48	Sunday, August 17, 2014		
49	Monday, August 18, 2014		
50	Tuesday, August 19, 2014		
51	Wednesday, August 20, 2014		
52	Thursday, August 21, 2014		
53	Friday, August 22, 2014		
54	Saturday, August 23, 2014		
55	Sunday, August 24, 2014		
56	Monday, August 25, 2014	Council meeting	Within 55 days the P.A. mails out notices to property owners PUBLIC HEARING ON FIRE ASSESSMENT, adoption of final resolution.
57	Tuesday, August 26, 2014		
58	Wednesday, August 27, 2014		
59	Thursday, August 28, 2014		
60	Friday, August 29, 2014		
61	Saturday, August 30, 2014		
62	Sunday, August 31, 2014		
63	Monday, September 01, 2014		
64	Tuesday, September 02, 2014		
65	Wednesday, September 03, 2014		HOLIDAY LABOR DAY 1st day that we can legally hold public hearing tentative Budget meetings, and proposed millage rate. (65 - 80 Days)
66	Thursday, September 04, 2014		
67	Friday, September 05, 2014		(Within 15 days of the tentative hearing, the taxing authority must advertise final millage and budget summary ad.)
68	Saturday, September 06, 2014		(Final public hearing within 2 to 5 days after the above hearing advertisement to adopt final millage and budget.)
69	Sunday, September 07, 2014		(Within 3-days after final hearing and adoption of resolution/ord, this is forward to PA and DOR.)
70	Monday, September 08, 2014	Council meeting	Council Meeting to comply with Public Hearing on Tentative Budget meetings, and proposed millage rate
71	Tuesday, September 09, 2014		Budget-ordinance 1st read
72	Wednesday, September 10, 2014		Notify Tax Collector on Fire Assessment Roll.
73	Thursday, September 11, 2014		
74	Friday, September 12, 2014		
75	Saturday, September 13, 2014		
76	Sunday, September 14, 2014		
77	Monday, September 15, 2014		
78	Tuesday, September 16, 2014		
79	Wednesday, September 17, 2014		
80	Thursday, September 18, 2014		Newspaper Advertisement in local paper for Final BUDGET Hearing and Final Millage
81	Friday, September 19, 2014		
82	Saturday, September 20, 2014		
83	Sunday, September 21, 2014		
84	Monday, September 22, 2014	Council meeting	FINAL BUDGET HEARING (2-5 DAYS AFTER AD) ADOPT FINAL MILLAGE.
85	Tuesday, September 23, 2014		Budget Ordinance Final reading
86	Wednesday, September 24, 2014		Deadline to forward resolution/ord on millage budget to Tax Collector, P.A. and D.O.R.
87	Thursday, September 25, 2014		