



CITY OF AVON PARK

Highlands County, Florida

CITY COUNCIL

FINAL BUDGET AND MILLAGE RATE HEARING AND REGULAR MEETING

September 26, 2022, 6:00 p.m.

Council Chambers, 123 E. Pine Street, Avon Park, FL

This meeting will be held in person at the above address.

You are welcome to attend via ZOOM, if you wish. To enter this meeting, you must use the ZOOM app and use code 699 454 4458 No Password needed

A. CALL TO ORDER:

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

B. CITIZENS/OUTSIDE AGENCIES

4. Clifton Larson Allen (CLA) FY 20/21, Audit Presentation- Julie Fowler, CPA
5. Discuss with Council about holding a Professional Wrestling Event at the Boys & Girls Club - Dave Cornuet, Executive Director
6. MLK Event Request with Road Closure and Donation from City- Tikia McRae-Robertson, MLK Committee Chair
7. Event at Donaldson Park, Trunk-or-Treat, Halloween Festival- Heartland Helping Hands, Inc., Sherri Eason, V.P.

C. CONSENT AGENDA:

8. Minutes, September 12, 2022, City Council Regular Meeting - City Clerk, Christian Hardman

D. ACTION AGENDA

9. FY 2022-2027 (5-Year) Capital Improvement Plan- Finance Director Melody Sauerhafer
10. **Public Hearing:** Resolution No. 2022-26 Final Millage Rate FY 2022-2023- Finance Director, Melody Sauerhafer
11. **Public Hearing:** Resolution No. 2022-27 Final Budget FY 2022-2023 - Finance Director, Melody Sauerhafer
12. FY 22-23 CFRPC Planning Advisory Services Agreement - City Manager, Mark Schrader
13. Emergency Purchase South Lake Isis Lift Station- PW Director, Rick Reed
14. Bid Award for Community Center Roof Replacement - City Manager, Mark Schrader
15. Roadway Resurfacing of S. Verona Ave from Hal McRae Blvd to East Cornell St. - PW Director, Rick Reed

E. STAFF UPDATES/ADMINISTRATION

F. ATTORNEY UPDATES

G. COUNCIL DISCUSSION/UPDATES:

H. CITY MANAGER'S REPORT

16. Regular Updates from the City Manager

I. PUBLIC PARTICIPATION

- J. ADJOURN:** The next City Council Regular Meeting is scheduled for Monday, October 10, 2022, at 6:00 p.m.

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.

Agenda Item Summary

Date of Action: September 26, 2022

Subject: CLA FY20/21 Audit Report Presentation

Item No.: B-4

Placed on Agenda by: Julie Fowler, CPA - CLA
(CliftonLarsonAllen)

Staff Review: Yes

Attorney Review:

Recommended Motion(s): Information

Documentation:

- City of Avon Park FY20/21 Audit Presentation slide-handout
- Community Redevelopment Agency FY20/21 Auditor Findings Report and Audited Financial Statements
- City of Avon Park FY20/21 Auditor Findings Report and Audited Financial Statements

Background:

There is an agreement between the City of Avon Park and CLA for Professional Financial Auditing Services



City of Avon Park

Audit Presentation

Year Ended September 30, 2021

We'll get you there.

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global.
See [CLAGlobal.com/discclaimer](https://www.claglobal.com/discclaimer). Investment advisory services are offered through
CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.
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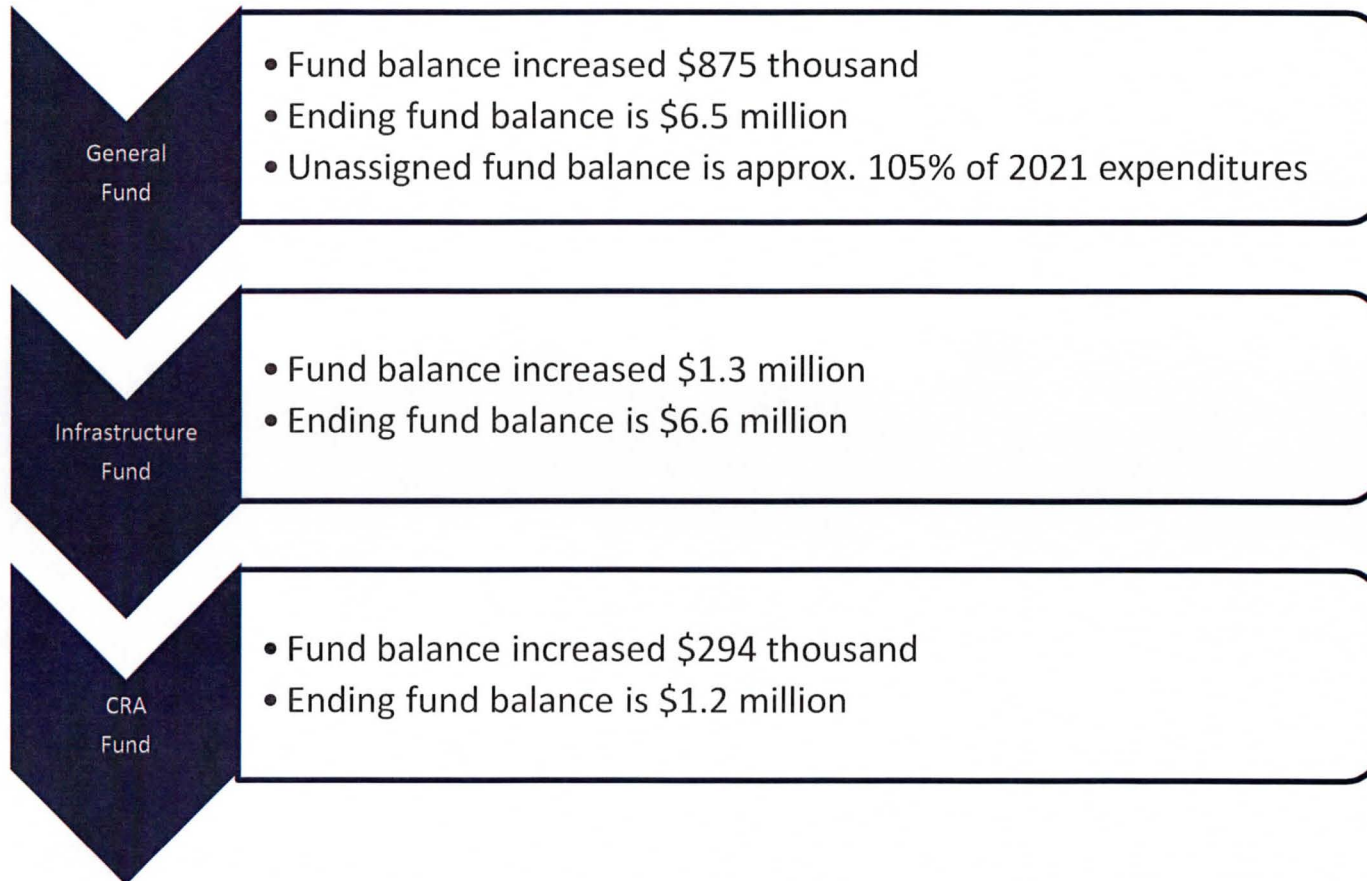
2021 Financial Highlights

We'll get you there.

CPAs | CONSULTANTS | WEALTH ADVISORS

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Financial Highlights – Governmental Funds



Financial Highlights – Enterprise Funds

Water & Sewer Fund

- Operating income was \$1.4 million
- \$1.2 million transferred out
- Net position increased \$374 thousand
- Total ending net position is \$27.4 million

Airport Fund

- Operating loss of \$530 thousand
- Ending net position is \$9.0 million

Solid Waste Fund

- Operating loss of \$217 thousand
- Ending net position of \$1.8 million



Summary of Audit Results

We'll get you there.

CPAs | CONSULTANTS | WEALTH ADVISORS

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Audit Services Performed

Financial Statements

- Financial statement audit for the year ended September 30, 2021, in accordance with *Government Auditing Standards*
- Separate financial statements for the City and the CRA

State Compliance

- Examination of compliance with investment provisions of FS 218.415.
- Examination of the CRA's compliance with FS 163.387 (6) and (7)



Results of Procedures

Independent Auditors' Report

- Unmodified Opinion

Report on Internal Control over Financial Reporting, Compliance and Other Matters (*GAS*)

- 2021-001 - Timeliness of Financial Reporting
- 2021-002 - Timeliness of Reconciliations



Results of Procedures (continued)

Management Letter

- 2021-003 - Budget

Independent Accountants' Report

- Investment of public funds compliance
- CRA Compliance



Required Communications





Thank You!

We appreciate the opportunity to serve the City of Avon Park.

We'll get you there.

CPAs | CONSULTANTS | WEALTH ADVISORS

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Julie Fowler, CPA
Signing Director
Julie.Fowler@CLAconnect.com
863-202-8116



CLAconnect.com



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Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.
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Agenda Item Summary

Date of Action: September 26, 2022

Subject: Discussion of a Professional Wrestling Event being held at the Boys & Girls Club

Item No.: B-5

Placed on Agenda by: David Cornuet, Executive Director
Highlands County Boys & Girls Club

Staff Review:

Attorney Review:

Recommended Motion(s):

Documentation: None

Background:

Agenda Item Summary

Date of Action: September 26, 2022

Subject: January 16, 2023, MLK Event Request - with Road Closure; and request for \$2,800 Donation from the City

Item No.: B-6

Placed on Agenda by: Tikia McRae-Robertson, Southside Community Resource Center/MLK Committee Chair

Staff Review: Yes

Attorney Review:

Recommended Motion(s): Approve the Martin Luther King Jr. event to be held at the MLK Sports Complex, with the noted road closure; and a \$2,800 Donation

Documentation:

- Letter to city from: Tikia McRae, President of Southside Community Resource Center/MLK Committee Chair
- Event Request form
- Road closure form and map
- Certificate of Liability Insurance

Background:

Requesting City provide (see letter):

- Trashcans, dumpster, stage, and traffic cones
- \$2,800 donation for: Jump houses, tents/chairs, trophies, DJ/Setup crew, and miscellaneous items, such as: puppet show/other entertainment



Southside

Community Resource Center

City of Avon Park

City Manager's Office

110 East Main Street

Avon Park, Florida 33825

August 18, 2022

To: Whom It May Concern

Once again we are in the process of organizing the community's annual Martin Luther King Jr. festivities, and are requesting your assistance. This year's events will take place on Monday January 16, 2023. The event will include a march, lunch, and recreational activities all to be held at the Dr. Martin Luther King Jr. Complex. We are inquiring about the use of the field and its facilities. Upon approval of this request, we ask that the city provide the following items: trashcans, a dumpster, stage and cones. In addition to the above items, we are also requesting \$2,800.00. This amount will cover \$600. For two jump houses, \$800.00 for tents & chairs, \$400.00 trophies (tiers, sashes, crowns, prizes, trophies, & hospitality room), \$400.00 for DJ/setup crew, \$600.00 other miscellaneous such as puppet show/other entertainment.

Thanks for your immediate attention to the above requests. We look forward to your reply regarding this matter. If you have any questions, please contact Tikia McRae-Robertson at 863-873-5936 or Raymond Jones 843-465-7743

Sincerely,

Tikia McRae-Robertson

Tikia McRae-Robertson, President, Southside Community Resource Center/MLK Committee Chair



City of Avon Park

Event Request Form

State Road closure permits require DOT Road Closure Permit form and City Council approval.
State Road closure Permit Application MUST be submitted at least 3 months in advance of the event.
City Road Closures REQUIRE at least 2 months in advance of the event and may require City Council approval.

TO BE COMPLETED & SIGNED BY ORGANIZATION'S REPRESENTATIVE:

Name of Organization: SOUTHSIDE Community Resource Today's Date: _____
 Organization's Address: 1013 DELANEY AVE City: Avon Park State: FL Zip: 33825
 Contact Person: Tika McRae Phone#: 863 873 5936 Email: CTIKA@Gmail.com
 Name of Event: MLK PARADE
 Date(s) JAN 16 2023 and Time(s) of Event 8 a.m./p.m. to: 8 a.m./p.m.

Location of Event:

(Include overview of map outlining location & layout of event)

Description of Event:

PARADE

[Signature] RAYMOND JONES VICE President _____
 Signature Print Name Relation to Organization Date
 (Verifying information and answers to questions below are correct)

Please answer EACH question to better assist you with planning your event:

Question to be completed by organization/representative	Action Required (completed by City Employee)
Do you need any streets or roadways closed for the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please obtain the road closure forms from our office) <u>SEE ATTACHED FORM</u>	If "yes", permission will be needed to close roadways. State Road closures require DOT approval. City roads may require City Council approval (SEE REQUIRED NOTICE ABOVE) Police fees, traffic cones fees, and dumpster fees may be required. <input type="checkbox"/> Police Fees _____ per hour per officer (minimum 2 hours) = \$ _____ Total <input type="checkbox"/> Traffic Cones/ MOT: Qty _____ x \$ _____ per City "Block" = _____ Total (This includes delivery, installation and pick-up of cones by City staff. Weekend work may require additional charges. <u>Sponsor needs to stack cones at end of event</u>) <input type="checkbox"/> Dumpster (6 yard): Quantity _____ x \$200 per dumpster = \$ _____ Total
Will you be using a city park to hold your event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please obtain Pavilion/Park Rental form from our office)	If "yes" Facility availability must be verified and City Council approval may be required. Fees will apply. Park Fees: \$ _____ (Pavilion/Park Rental Form is Required)
Will there be a band, DJ or other music/entertainment at the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please note: City will need at least 2 weeks notice)	If "yes", a variance for the city's "Noise Ordinance" might be necessary. This should be requested through the City Council. Date approved by CC _____
Do you want to display or hang any banners or signs above the roadway in reference to your event? (If yes, obtain form-3 months adv notice required) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", then approval may be necessary. For banners on state roads, a DOT Banner Request must be completed and approved. Date DOT completed & approved _____
Will you have bounce houses or other activities for children? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Note: Policy must be current through event date)	If "yes" you will be required to provide copy of your Event Insurance 2 weeks in advance (\$2 million coverage minimum) and the City of Avon Park needs to be named as "Additional Insured" on your policy.) Date Copy Ins provided _____
Will there be any fireworks or pyrotechnics? (60 days notice required) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", the vendor must be licensed and the safety aspects of the special event need to be coordinated with public safety entities. Date Public Safety approved _____
Will you be selling, serving or distributing alcohol at the event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", the event needs to be licensed through the Division of Alcoholic Beverages and Tobacco (DABT). Licensure information can be obtained at (850) 488-8284. Date copy of license obtained _____
Will people be allowed to consume alcohol while at your event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", in addition to an alcohol license, an "alcohol variance" may have to be granted by the Avon Park City Council. Date variance granted _____
Will food vendors be cooking or serving food at the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	If "yes", provide the event coordinator with a copy of DBPR Form HR 5030-034 which outlines food vendor notif & licensure requirements. Date copy of License obtained _____
Does your event necessitate the use or setup of any temporary structures such as tents, canopies, buildings, stages, etc.? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", permits may be necessary and these structures may have to be inspected. Date copy of permit obtained _____ Date structure inspected _____
Is the event "animal related" (animal rides, rodeos, zoos, etc.)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", ensure that safe and appropriate animal handling measures have been put in place. Approval by City Council may be required.

NOTE: You will be contacted by phone with a total amount due (fees will be due immediately after).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2022

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

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

PRODUCER	CONTACT NAME: Ashley Bishop
Budget Bi-Rite Insurance	PHONE (A/C, No, Ext): 863-453-3903
1500 US 27 S	FAX (A/C, No): 863-212-8129
Avon Park FL 33825	E-MAIL ADDRESS: shlychaney@yahoo.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: United States Liability Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		NPP1601008	03/11/2022	03/11/2023	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)
						\$ 100,000
						MED EXP (Any one person)
						\$ 5,000
						PERSONAL & ADV INJURY
						\$ 1,000,000
						GENERAL AGGREGATE
						\$ 2,000,000
						PRODUCTS - COMP/OP AGG
						\$ 1,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> NON-OWNED AUTOS					\$
						PROPERTY DAMAGE (Per accident)
						\$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE
	EXCESS LIAB					\$
	DED					AGGREGATE
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT
						\$
						E.L. DISEASE - EA EMPLOYEE
						\$
						E.L. DISEASE - POLICY LIMIT
						\$

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

CERTIFICATE HOLDER

CANCELLATION

Avon Park Boys and Girls Club / City Of Avon Park

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ashley Bishop

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TEMPORARY CLOSING OF STATE ROAD PERMIT850-040-65
MAINTENANCE
12/11

Date: _____

City Permit No. _____

Governmental Entity

Approving Local Government	CITY OF AVON PARK	Contact Person	_____
Address	110 E MAIN ST AVON PARK FL 33825		
Telephone	863 452 4400	Email	_____

Organization Requesting Special Event

Name of Organization	SOUTHSIDE Community RESOURCE	Contact Person	TIKA McRAE
Address	1013 DELANEY AVE AVON PARK FL 33825		
Telephone	863 873 5936	Email	CTIKA@GMAIL.COM

Description of Special Event

Event Title	MLK PARADE	Date of Event	JAN 16 2023
Start Time	8AM	End Time	8PM
Event Route (attach map)	SEE ATTACHED		
Detour Route (attach map)	SEE ATTACHED		

Law Enforcement Agency Responsible for Traffic Control

Name of Agency	HIGHLANDS COUNTY SHERIFF DEPARTMENT
----------------	-------------------------------------

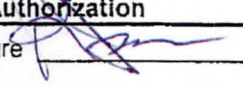
US Coast Guard Approval for Controlling Movable Bridge

Not Applicable	<input checked="" type="checkbox"/>
Copy of USCG Approval Letter Attached	<input type="checkbox"/>
Bridge Location	_____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator	RAYMOND JONES	Signature		Date	16 SEPT 22
Law Enforcement Name/Title	_____	Signature	_____	Date	_____
Government Official Name/Title	_____	Signature	_____	Date	_____

FDOT Special Conditions

FDOT Authorization

Name/Title	_____	Signature	_____	Date	_____
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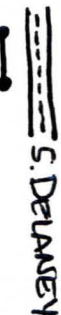
ROAD CLOSURE:

THE PARADE WILL START AT THE INTERSECTION OF ERNEST E SIMS ST AND SOUTH DELANEY AVE, IT WILL CONTINUE UP TO THE INTERSECTION OF SOUTH DELANEY AND EAST HALMRAE.

THE INTERSECTION OF SOUTH DELANEY AND EAST HALMRAE WILL BE BARRICADED WITH OFFICERS



THE PARADE WILL CONTINUE UP TO THE INTERSECTION OF SOUTH DELANEY AND EAST GREEN ST; THE INTERSECTION OF SOUTH DELANEY AND EAST GREEN ST WILL BE BARRICADED WITH OFFICERS



THE PARADE WILL CONTINUE UP TO THE INTERSECTION OF S. DELANEY AND EAST CORNELL ST; THE INTERSECTION OF S. DELANEY AND E CORNELL ST WILL BE BARRICADED WITH OFFICERS



THE PARADE WILL CONTINUE UP AND END AT THE INTERSECTION OF S. DELANEY AVE AND EAST ST; THE INTERSECTION WILL BE BARRICADED WITH OFFICERS.



*DETOUR:

INTERSECTION OF ERNEST E SIMS ST AND SOUTH VERONA AVE STRAIGHT UP TO THE

* KODU UNIVERSITY

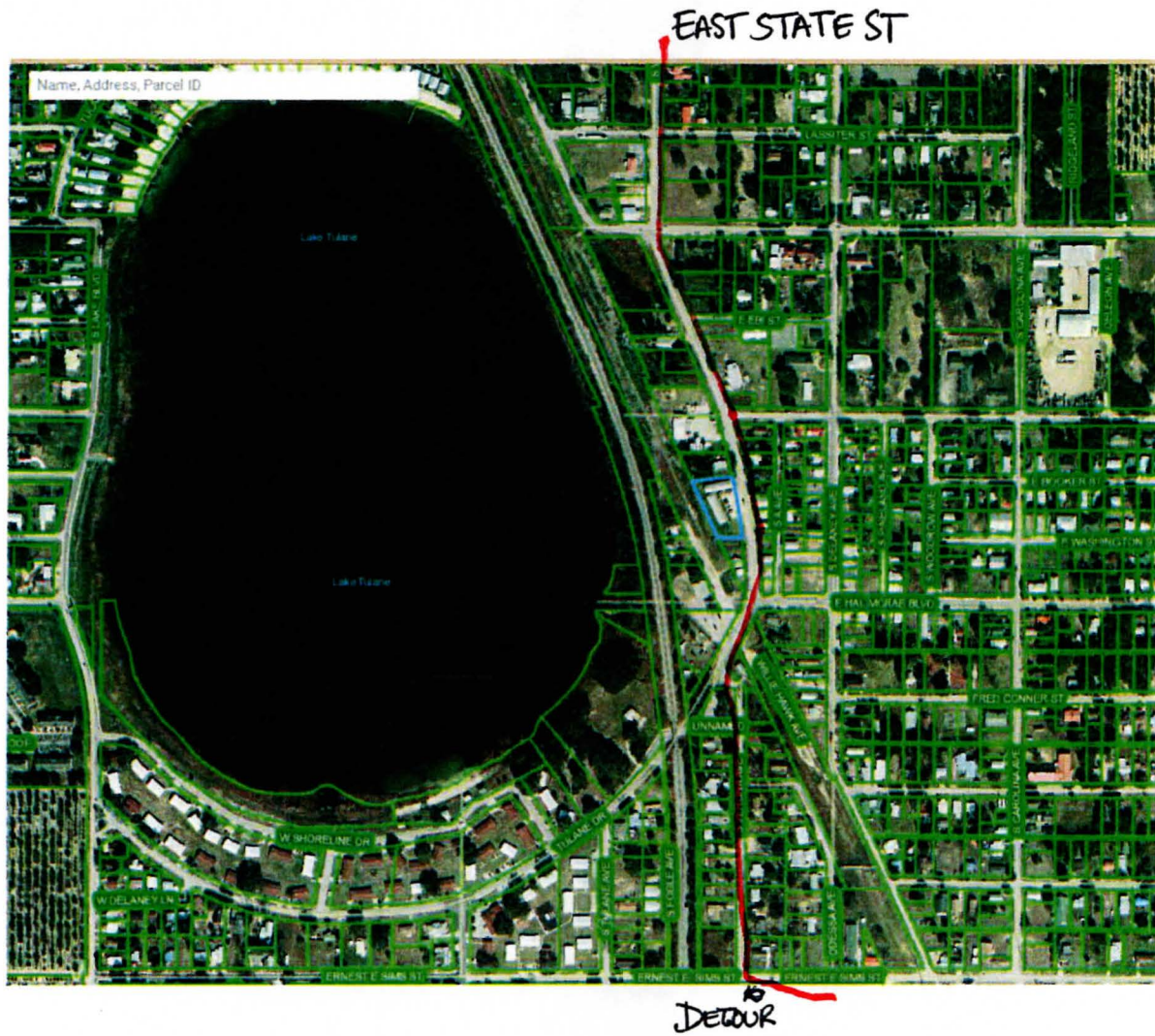
STATE ST

PARADE ENDS HERE



PARADE STARTS

ERNEST E SIMS ST



(DETOUR)

DETOUR WILL START AT THE INTERSECTION OF ERNEST E SIMS ST AND SOUTH VERONA AVE STRAIGHT UP TO THE INTERSECTION OF SOUTH VERONA AND EAST STATE.

Agenda Item Summary

Date of Action: September 26, 2022

Subject: Public Hearing: Request to Hold Trunk-or-Treat, Halloween Festival Event at Donaldson Park, and City to Waive Fees

Item No.: B-7

Placed on Agenda by: Sherri Eason V.P. - Heartland Helping Hands, Inc.,

Staff Review: Yes

Attorney Review:

Recommended Motion(s): Approve

Documentation:

- Event Request Form
- Request for Waiver of Fees
- Registration and Proof for Charitable Organization

Background:

Heartland Helping Hands Inc. wants to host a Trunk-or-Treat Halloween Festival at Donaldson Park, Sunday, October 30, 2022, from 5:00 p.m. to 8:00 p.m.

Heartland Helping Hands Inc. is currently pending for their 501(c)3 and are requesting the City Council waive the rental fees to host the event.



City of Avon Park

Event Request Form

State Road closure permits require DOT Road Closure Permit form and City Council approval.
State Road closure Permit Application MUST be submitted at least 3 months in advance of the event.
City Road Closures REQUIRE at least 2 months in advance of the event and may require City Council approval.

TO BE COMPLETED & SIGNED BY ORGANIZATION'S REPRESENTATIVE:

Name of Organization: Heartland Helping Hands Inc. Today's Date: 9/14/2022
 Organization's Address: 401 Lime Tree Dr. City: Sebring State: FL Zip: 33876
 Contact Person: Sherri Eason Phone#: 850-533-3138 Email: HeartlandHelpingHandsInc@gmail.com
 Name of Event: Halloween Festival
 Date(s) Sunday Oct 30, 2022 and Time(s) of Event 5pm a.m./p.m. to: 8pm a.m./p.m.
 Location of Event: Donaldson Park
 (Include overview of map outlining location & layout of event)
 Description of Event: Trunk-or-treat with vintage cars, bouncy houses, activities, & food trucks
Sherri Eason Sherri Eason Vice President 9/14/2022
 Signature Print Name Relation to Organization Date
 (Verifying information and answers to questions below are correct)

Please answer EACH question to better assist you with planning your event:

Question to be completed by organization/representative	Action Required (completed by City Employee)
Do you need any streets or roadways closed for the event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please obtain the road closure forms from our office)	If "yes", permission will be needed to close roadways. State Road closures require DOT approval. City roads may require City Council approval (SEE REQUIRED NOTICE ABOVE) Police fees, traffic cones fees, and dumpster fees may be required. <input type="checkbox"/> Police Fees _____ per hour per officer (minimum 2 hours) = \$ _____ Total <input type="checkbox"/> Traffic Cones/ MOT: Qty _____ x \$ _____ per City "Block?" = _____ Total (This includes delivery, installation and pick-up of cones by City staff. Weekend work may require additional charges. <u>Sponsor needs to stack cones at end of event</u>) <input type="checkbox"/> Dumpster (6 yard): Quantity _____ x \$200 per dumpster = \$ _____ Total
Will you be using a city park to hold your event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please obtain Pavilion/Park Rental form from our office)	If "yes" Facility availability must be verified and City Council approval may be required. Fees will apply. Park Fees: \$ _____ (Pavilion/Park Rental Form is Required)
Will there be a band, DJ or other music/entertainment at the event? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please note: City will need at least 2 weeks notice)	If "yes", a variance for the city's "Noise Ordinance" might be necessary. This should be requested through the City Council. Date approved by CC _____
Do you want to display or hang any banners or signs above the roadway in reference to your event? (If yes, obtain form-3 months adv notice required) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", then approval may be necessary. For banners on state roads, a DOT Banner Request must be completed and approved. Date DOT completed & approved _____
Will you have bounce houses or other activities for children? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Note: Policy must be current through event date)	If "yes" you will be required to provide copy of your Event Insurance 2 weeks in advance (\$ 2 million coverage minimum) and the City of Avon Park needs to be named as "Additional Insured" on your policy.) Date Copy Ins provided _____
Will there be any fireworks or pyrotechnics?(60 days notice required) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", the vendor must be licensed and the safety aspects of the special event need to be coordinated with public safety entities. Date Public Safety approved _____
Will you be selling, serving or distributing alcohol at the event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", the event needs to be licensed through the Division of Alcoholic Beverages and Tobacco (DABT). Licensure information can be obtained at (850) 488-8284. Date copy of license obtained _____
Will people be allowed to consume alcohol while at your event? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", in addition to an alcohol license, an "alcohol variance" may have to be granted by the Avon Park City Council. Date variance granted _____
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Is the event "animal related" (animal rides, rodeos, zoos, etc.)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", ensure that safe and appropriate animal handling measures have been put in place. Approval by City Council may be required.



HEARTLAND
HELPING
HANDS
INC.

September 14, 2022

Dear Sir or Madam,

Heartland Helping Hands Inc. would like to request to have the fees waived for the planned Halloween event for Sunday, October 30, 2022. We are a non-profit organization and we have applied for our 501c3. By waiving these fees, it will allow us the opportunity to provide this event to the citizens of Avon Park more successfully. I have attached a copy of our approval letter as proof we that we have registered with the Florida Department of Agriculture and Consumer Services. If there is any further information needed, we will be happy to provide it to you. We appreciate your consideration to this matter and thank you so much.

Kindest Regards,

Sherri L. Eason
Vice President
850.533.3138

DIVISION OF CONSUMER SERVICES
(850) 410-3800



THE RHODES BUILDING
2005 APALACHEE PARKWAY
TALLAHASSEE, FLORIDA 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES COMMISSIONER NICOLE "NIKKI" FRIED

September 13, 2022

Refer To: DTN3670836

HEARTLAND HELPING HANDS INC
401 LIMETREE DR
SEBRING, FL 33876-6184

RE: HEARTLAND HELPING HANDS INC
REGISTRATION#: CH69676 EXPIRATION DATE: September 13, 2023

Dear Sir or Madam:

The Department has received your application submitted under Chapter 496, Florida Statutes, the Solicitation of Contributions Act. Effective July 1, 2013, qualified charitable organizations are exempt from the fee based registration if they meet the following criteria, but are still required to register annually using form FDACS-10110 which will be mailed to you approximately 35 days before the registration expiration date:

- * The charitable organization or sponsor has less than \$25,000 in total revenue during the preceding fiscal year.
- * The fundraising activities of the charitable organization or sponsor are carried on by volunteers, members, or officers who are not compensated and no part of the assets or income of the organization or sponsor inures to the benefit of or is paid to any officer or member of the above named charitable organization or sponsor.
- * The charitable organization or sponsor does not utilize a professional fundraising consultant, professional solicitor, or commercial co-venturer.

Based on the information provided, it appears your organization is not subject to the fee based registration and has complied with the filing requirements of s. 496.406. An annual registration is still required pursuant to s. 496.406(1)(d), Florida Statutes.

PLEASE NOTE: If you no longer meet one or more of the above listed qualifiers, you must submit a registration application using form FDACS-10100 with all required attachments and fees within 30 days of the qualifying change. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to file under s. 496.406 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

Sincerely,

Jose Llaque
Regulatory Specialist I
850-410-3707
Fax: 850-410-3804
E-mail: jose.llaque@fdacs.gov

State of Florida

Department of State

I certify from the records of this office that HEARTLAND HELPING HANDS INC. is a corporation organized under the laws of the State of Florida, filed on June 21, 2021.

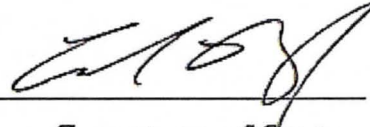
The document number of this corporation is N21000007546.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on August 31, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirty-first day of August,
2022*




Secretary of State

Tracking Number: 7256379358CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Agenda Item Summary

Date of Action: September 26, 2022

Subject: Minutes of the City Council Regular Meeting,
September 12, 2022

Item No.: C-8

Placed on Agenda by: City Clerk, Christian Hardman

Staff Review: Yes

Attorney Review:

Recommended Motion(s): Approve Consent Agenda

Documentation:

- Draft Minutes, City Council Regular Meeting,
September 12, 2022

Background:



CITY OF AVON PARK
Highlands County, Florida

MINUTES OF THE CITY COUNCIL REGULAR MEETING
September 12, 2022, at 6:00 p.m.

A. OPENING: CTO – 6:00 PM

1. Invocation: Mayor Garrett Anderson
2. Pledge of Allegiance: Mayor Garrett Anderson
3. Roll Call: City Clerk, Christian Hardman

COUNCIL MEMBERS PRESENT: Member Brittany McGuire
 Member Shelly Mercure
 Member Berniece Taylor
 Deputy Mayor Jim Barnard
 Mayor Garrett Anderson

COUNCIL MEMBERS ABSENT:

STAFF PRESENT: City Attorney, Gerald Buhr
 City Manager, Mark Schrader
 City Clerk, Christian Hardman
 Code Enforcement Supervisor, Randy LaBelle
 Finance Director, Melody Sauerhafer
 Fire Chief, Andy Marcy
 Human Resources Director, David Shoup
 Public Works Director, Rick Reed

B. CITIZENS/OUTSIDE AGENCIES:

4. Discuss with Council about holding a Professional Wrestling Event at the Boys & Girls Club- Dave Cornuet, Executive Director
5. Complaint on PW Director Ref. Dumpster Placement Discussion- Citizen, Richard Macklin

Mayor Anderson said the presenters asked to remove agenda items B-4 and B-5 from the agenda; they were not in attendance.

C. CONSENT AGENDA:

6. Minutes, June 7, 2021, City Council Special Meeting (Older Minutes Not Approved)- City Clerk, Christian Hardman

- Minutes, August 8, 2022, City Council Special Meeting
- Minutes, August 15, 2022, City Council Special Meeting (WWTF)
- Minutes, August 29, 2022, City Council Regular Meeting

Councilmember Mercure asked if the Council was including the minutes for June 7, 2021, for approval? Mayor Anderson said yes.

MOTION, made by Deputy Mayor Barnard and seconded by Councilmember Mercure, to approve agenda item "C-6," all minutes.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

Motion Passed: 5-0

D. ACTION AGENDA:

7. **Second Reading, Public Hearing:** Ordinance No. 14-2022 and Ordinance No. 15-2022 Amending the Future Land Use and Official Zoning Map for 915 Dyal Street, - CFRPC, Jeff Schmucker

City Attorney Buhr read the short title for Ordinances' 14-2022 and 15-2022, respectively.

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF AVON PARK, FLORIDA; AMENDING ONE (1) PARCEL OF LAND CONSISTING OF +/-1.30 ACRES GENERALLY LOCATED EAST OF US HIGHWAY 27, NORTH OF WEST BELL STREET, AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH ANOKA AVENUE AND DYAL STREET, ADDRESS BEING 915 DYAL STREET; FROM THE FUTURE LAND USE OF LOW DENSITY RESIDENTIAL (LDR) TO CITY MEDIUM DENSITY RESIDENTIAL (MDR); TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR NOTIFICATION PURPOSES ONLY; PROVIDING FOR SEVERABILITY; PROVIDING, FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AVON PARK, FLORIDA, AMENDING ONE (1) PARCEL OF LAND CONSISTING OF +/-1.30 ACRES GENERALLY LOCATED EAST OF US HIGHWAY 27, NORTH OF WEST BELL STREET, AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH ANOKA AVENUE AND DYAL STREET, ADDRESS BEING 915 DYAL STREET; FROM THE ZONING OF R-1A LOW DENSITY RESIDENTIAL TO R-2 MEDIUM DENSITY, SINGLE FAMILY ATTACHED AND DUPLEX; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Jeff Schmucker (ZOOM) of the Central Florida Regional Planning Council (CFRPC) covered the proposed future land use and rezoning amendments for 915 Dyal Street, provided to the Council in their agenda packet. He explained the existing and proposed future land use for the property.

Public Hearing for Ordinance 14-2022 opened at 6:05 p.m. There was no public participation.
Public Hearing closed at 6:05 p.m.

Public Hearing for Ordinance 15-2022 opened at 6:06 p.m. There was no public participation.
Public Hearing closed at 6:06 p.m.

MOTION, made by Deputy Mayor Barnard and seconded by Councilmember Taylor, to approve agenda item "D-5," Ordinance No. 14-2022 and Ordinance No. 15-2022.

AYE: McGuire, Mercure, Taylor Barnard, Anderson

NAY:

Motion Passed: 5-0

8. **Public Hearing:** Resolution No. 2022-20, Establishing the Rate for the Fire Rescue Assessment Rate for the Fiscal year Commencing October 1, 2022- Fire Chief, Andy Marcy

Chief Marcy and Finance Director Sauerhafer were available for questions; Mayor Anderson went over the proposed assessment rates for Fiscal Year 2022-2023. He asked if Sauerhafer approved of the proposed rates. She said yes, adding the budget is based on the new rates at \$140 per dwelling unit.

Public Hearing opened at 6:08 p.m. There was no public participation.

Public Hearing closed at 6:08 p.m.

MOTION, made by Deputy Mayor Barnard and seconded by Councilmember Mercure, to approve Resolution No. 2022-20.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

Motion Passed: 5-0

Mayor Anderson noted a member in the audience had raised their hand and asked if she wished to speak.

Andy Hammett of Fairmont Mobile Estates, said her home is in the City of Sebring. She read the advertisement for Resolution No. 2022-20, then asked for clarification on the property title. Specifically, the section of the advertisement stating, "non-payment may lead to a loss of title." Mayor Anderson said what applies to the City of Avon Park does not apply to her property because it is in Sebring. City Attorney Buhr said a loss of title on a house means the homeowner would lose ownership of the home. Councilmember Mercure said it is essentially not paying your taxes. Ms. Hammett asked if Avon Park residents pay city and county taxes? Mayor Anderson said yes.

9. **Discussion on FY 22/23 Airport budget and Overview of Overall FY 22/23 Draft Budget- Finance Director, Melody Sauerhafer**

Sauerhafer presented the Draft Airport Budget for FY 22/23 included in the Council's agenda packet. She discussed total budgeted Airport Fund revenues, which are \$3.6 million. Revenues include: rents and royalties totaling \$255,000, Maintenance fees at \$11,000, Tie Down Apron fees at \$1,000, hanger rentals at \$175,000, Industrial Building revenue at \$80,000, ramp rentals at \$1,000, fuel sales at \$205,000, Aviation fuel at \$130,000, Jet fuel at \$75,000, and other miscellaneous revenues at \$51,000.

Sauerhafer went over the budgeted intergovernmental revenue through FAA grants; the FAA Apron Grant at \$2.4 million with an FDOT share of \$267,370 and the AIPP grant at \$432,000. She then-

moved on to expenses which total almost \$3.7 million. Expenses included: Aviation fuel at \$125,000, Jet fuel at \$70,000, professional services at \$120,000- for Florida Airport Management (FAM), accounting and auditing at \$5,000, other contractual expenses at \$5,000, Communication services at \$4,000, electricity at \$15,000, water at \$5,000, Property insurance at \$70,000, repairs and maintenance at \$25,000, Property Taxes at \$75,000, and operating supplies.

City Manager Schrader asked if Sauerhafer spoke with FAM in reference to the budget? She said yes; they presented their internal budget and are taking the revenue of \$120,000, spending it on other expenses such as salaries. Mayor Anderson asked if FAM contributed anything towards the airport capital improvement plan (CIP)? Sauerhafer said no; the only item she was aware of was the \$40,000 for the AIPP application. She said they are still looking to get more grant funding.

Sauerhafer continued, going over the budget summary (Exhibit A) to be voted on further into the agenda. She said the millage rate is based on 4.3681% which was approved during the August 8th City Council Special meeting. The total budget for FY 2022-2023 is \$43,668,640; the General fund is \$14.7 million, infrastructure is almost \$5.6 million, CRA funds are \$1.2 million, the water/sewer fund is \$16.1 million, the airport fund is \$3.6 million, and the solid waste fund is approximately \$2 million.

Councilmember Taylor asked why there are two-line items for property taxes in the airport budget? Sauerhafer said one line item is for revenue, the other expenses.

Councilmember Mercure asked for clarification on the penalties line item for \$10,000. Sauerhafer said that includes late fees and NSF charges.

10. **Public Hearing: Resolution No. 2022-24, Tentative Millage Rate FY 2022-2023- Finance Director, Melody Sauerhafer**

City Attorney Buhr read the short title for Resolution No. 2022-24, respectively.

A RESOLUTION OF THE CITY OF AVON PARK OF HIGHLANDS COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF AVON PARK, HIGHLANDS COUNTY FOR FISCAL YEAR 2022-2023; PROVIDING FOR AN EFFECTIVE DATE.

Public Hearing opened at 6:19 p.m. There was no public participation.

Public Hearing closed at 6:20 p.m.

Motion, made by Deputy Mayor Barnard, and seconded by Councilmember Mercure to approve agenda item, "D-10," Resolution No. 2022-24.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

Motion Passed: 5-0

11. **Public Hearing: Resolution No. 2022-25, Tentative Budget FY 22/23- Finance Director, Melody Sauerhafer**

City Attorney Buhr read the short title for Resolution No. 2022-25, respectively.

A RESOLUTION OF THE CITY OF AVON PARK OF HIGHLANDS COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2022- 2023; PROVIDING FOR AN EFFECTIVE DATE.

Sauerhafer said an approval will pass the tentative budget per the TRIM policy.

Public Hearing opened at 6:21 p.m. There was no public participation.

Public Hearing closed at 6:21 p.m.

Motion, made by Deputy Mayor Barnard, and seconded by Councilmember Mercure to approve agenda item, "D-11," Resolution No. 2022-25.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

Motion Passed: 5-0

12. Resolution No. 2022-22, FDOT Small Communities Outreach Program Grant- Finance Director, Melody Sauerhafer

City Attorney Buhr read the short title for Resolution No. 2022-22, respectively.

A RESOLUTION OF THE CITY COUNCIL OF AVON PARK, FLORIDA PROVIDING FOR APPROVAL OF GRANT AGREEMENT AND SPECIFIC MAINTENANCE REQUIREMENTS; AUTHORIZING SIGNATURE BY MAYOR OR DEPUTY MAYOR; AND, PROVIDING AN EFFECTIVE DATE.

Sauerhafer said in March 2021, the city applied for an FDOT grant to resurface Fred Connor Street from West Carolina Avenue to East Memorial Drive. The total project cost is \$69,196, of which FDOT will fund 100% through the grant. Tonight's approval is to accept these funds.

Councilmember Mercure asked how often the city can apply for an FDOT grant? Sauerhafer said the city can apply for more than one at a time with the Small Communities Outreach program. The city has received another grant for next year to resurface Anoka Road for \$360,000.

Councilmember Mercure asked if that will be from north to south? City Manager Schrader said from Locke Street down to WL Kirkland.

Mayor Anderson asked what is the limit to what we can apply for? Sauerhafer said Public Works Director Reed, Public Works Supervisor Roberts, and herself will take part in meetings with the County and FDOT to learn more. Mayor Anderson asked that we maximize that as much as possible.

Motion, made by Deputy Mayor Barnard, and seconded by Councilmember Taylor to approve agenda item, "D-12," Resolution No. 2022-22.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

Motion Passed: 5-0

13. Resolution No. 2022-23, Adopting Lien Reduction with Council Hearing- City Attorney, Jerry Buhr

City Attorney Buhr went over the third amendment to the Code Enforcement Lien Reduction policy included in the Council's agenda packet. He summarized the discussion that occurred during the August 29th City Council Regular Meeting. During which, they instructed him to remove hard costs from lien reductions. He also addressed the applicant's question concerning title; adding a provision for title insurance. If an applicant does not obtain title insurance, they cannot get a lien reduction. He went over additional changes, including removing wording so that the special magistrate does not have to be absent for Code Enforcement Supervisor LaBelle to bring something to the Council and other small procedural revisions.

Councilmember McGuire asked if a property owner with a lien on the property can apply for a lien reduction, saying her question related to the statement, "all violations on all properties owned by the violator has to be in continuance compliance for at least three months." She said the policy later reads, "new owners who are family members are not eligible for a lien reduction." City Attorney Buhr said he added it because such close transactions are usually a scam. He said he can change it.

Councilmember McGuire spoke of a prior lien reduction request where the applicant's father passed away and she inherited the home. She said if the Council will give the violator a reduction, why would they not do the same for their family? Councilmember Mercure agreed, saying especially to a deceased family member. Mayor Anderson agreed so long as they have brought everything into compliance for at least three months. City Attorney Buhr said he would make the change if they include it in the motion.

Mayor Anderson asked if there was any opposition? Councilmember Taylor said she can understand reductions for the property owner but, her concern is for why they would not do it for a family member inheriting a decedents property. Other than that question, she felt City Attorney Buhr did a great job. He addressed a lot of problems the Council had previously encountered.

City Attorney Buhr read the short title for Resolution No. 2022-23, respectively.

A RESOLUTION OF THE CITY COUNCIL OF AVON PARK, FLORIDA AMENDING THE LIEN REDUCTION POLICIES AND PROCEDURES TO INCLUDE CLARIFYING THAT ALL HARD COSTS ARE NOT PART OF LIEN REDUCTION POLICY; AND PROVIDING FOR THE CITY COUNCIL TO HEAR LARGE CODE ENFORCEMENT LIEN REDUCTION REQUESTS FOR FINDING OF FACT REGARDLESS OF WHETHER THE SPECIAL MAGISTRATE IS AVAILABLE, PROVIDING FOR AN EFFECTIVE DATE.

Motion, made by Councilmember McGuire and seconded by Councilmember Taylor to approve agenda item, "D-13," Resolution No. 2022-23 with said changes.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

Motion Passed: 5-0

14. FAA Apron Rehabilitation Construction Grant- Finance Director, Melody Sauerhafer

Sauerhafer presented the FAA Terminal Apron Rehabilitation grant agreement provided to the Council in their agenda packets. She said an approval would accept the grant to be used for full-depth pavement reconstruction, and asphalt pavement rejuvenation of Taxiway "F." The total-

project cost is \$2,673,740, of which \$2,406,366 will come from the FAA grant and \$267,374 from the FDOT share.

Mayor Anderson asked if approval will grant him signing authority? City Attorney Buhr said they included it in the Action Agenda summary. Sauerhafer noted this will be an electronic signature which he should already have in his email. Mayor Anderson confirmed. Sauerhafer said it would then go to City Attorney Buhr's email for his approval.

City Manager Schrader said this is time sensitive because it must be submitted by September 15th; otherwise, the city will lose it.

Motion, made by Deputy Mayor Barnard and seconded by Councilmember Mercure to approve agenda item, "D-14," the FAA Apron Rehabilitation Grant.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

Motion Passed: 5-0

15. FAA AIP Grant- Finance Director, Melody Sauerhafer

Sauerhafer said the FAA has awarded the city \$432,000 to fund a portion of the AIPP Due Diligence grant. The FAA confirmed there are items on the scope of services which need to be addressed. There is a meeting scheduled for September 13th to work out the details. She said the agreement is for electronic signature which will be sent to the Mayor and City Attorney for final approval.

Mayor Anderson said he was unsure whether the Council was aware of the time sensitive goals and the extra work staff had to meet in order to get this done. He thanked the staff for their dedication and timeliness. Mayor Anderson said staff determined we can request more funding if the cost exceeds the grant amount. City Manager Schrader said that is correct, adding the city can make a request (to the FAA) next fiscal year.

Motion, made by Councilmember Mercure and seconded by Councilmember McGuire to approve agenda item, "D-15," the FAA AIP Due Diligence Grant.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

Motion Passed: 5-0

16. Reappointment of Board Members to the CRA Advisory Board- City Clerk, Christian Hardman

The City Clerk summarized the May 2021 approval of the official by-laws for the CRA Advisory Board. According to the by-laws, the Council must appoint all members of the Advisory Board. The current CRA Advisory Board's terms expire September 30. Staff is requesting the Council reappoint the current members, there have been no new applications submitted.

Motion, made by Deputy Mayor Barnard and seconded by Mayor Anderson to approve agenda item, "D-16," to reappoint all existing members of the CRA Advisory Board.

AYE: McGuire, Mercure, Barnard, Anderson

NAY: Taylor

Motion Passed: 4-1

Mayor Anderson, in consideration of Councilmember Taylor's nay vote, asked if there is something she would have liked to see. Councilmember Taylor said she thinks the CRA Advisory Board should be reorganized or even have new members appointed. She thought they should have tabled the vote to allow the Council to scout for new members. Councilmember Taylor said the existing board has served for a long time. The Council has been making efforts to reorganize the Planning and Zoning Board, which is why she believed the CRA Advisory Board should be considered.

Mayor Anderson said the Planning and Zoning Board is the second most important board to the city; he considers the CRA Advisory Board the third. Here, the city had no time to recruit new members; without a reappointment, there would have been no acting board members for the CRA Advisory Board. The Council could have been facing a wait of 60 to 90 days for applicants. He agreed she was on the right track and that all the city's boards should be monitored to make sure the most qualified people were serving and in attendance. Right now, there is a lot to fill on the Planning and Zoning Board. His intention is to go through every board until all are 100% full with the most qualified members who are dedicated to serve.

Councilmember Taylor asked if the Council is going to revisit it later? Mayor Anderson said that is his intention, one board at a time. It will probably be a few months before the Council can get everything squared away with the Planning and Zoning Board. Deputy Mayor Barnard noted the CRA Advisory Board is short a few members.

City Manager Schrader said there is one full-time position and three alternate positions available on the CRA Advisory Board. He said there are good people serving now that want to do good for the city, spend CRA funds, and help people.

Mayor Anderson detailed how there was very little action with the CRA for many years. He went over how the current board was appointed, saying this is one of the few boards that has exceeded their expectations.

Councilmember Taylor asked if the CRA Advisory Board members are the reason we did not spend the funds in the past? Mayor Anderson said no. Whenever they combined the CRA boards into one, there were several members that were no longer serving. City Manager Schrader said they had no guidance for how to spend CRA funds. He said between city staff, the CRA Advisory Board, and the CRA Board, we are all working as a team. Now, City Attorney Buhr and outside counsel are involved; working together has really changed things.

City manager Schrader said the CRA Advisory Board is enthusiastic about doing more to help citizens and the city remove slum and blight. He said they are doing a jam-up job; one member (Rick Hayes) has volunteered to use his contractor's expertise to go out to homes (requesting Façade grants), inspecting them before approval. He said he understands what Councilmember Taylor is saying which is why he had the City Clerk put in an attendance log (in the Councilmember's agenda packets), to be fair to each board.

Councilmember Taylor said she has listened to complaints from the Southside going back to when the Façade grant was for \$3,000 and applicants needed to pay upfront for reimbursement. The same board members who made that rule are serving now. Southside citizens felt that if they could pay out of pocket, why would they need a grant and this went on for years. When the grant increased to \$5,000 and they paid the contractors up front, the budget was exhausted. She said everyone was wondering why all the funds were exhausted. Deputy Mayor Barnard said these existing members are the ones who increased the budget for the Southside and Main Street CRA. There will be more grant funding available for next year.

Deputy Mayor Barnard said he gives the CRA Advisory Board a lot of credit and does not believe any of the members have served over three years. As a liaison, he feels they do a fantastic. If not for their help, we would not have been able to get the policy revised.

Mayor Anderson asked if the two Airport CRA positions have been vacant for a long time? The City Clerk said yes. He asked if it has been over a year? She said she has been in the city for almost a year; those positions were vacant when she arrived. Mayor Anderson asked if the vacancies are posted on the website constantly? The City Clerk said yes, adding it is also on Facebook, which had some share traffic.

Mayor Anderson asked what is the qualification to serve on the Airport CRA and does someone have to own an airplane? City Manager Schrader said the applicant has to have a lease out at the airport. Mayor Anderson estimated there are about 50 people eligible to serve. City Manager Schrader said yes, adding some do not live in Avon Park. Mayor Anderson suggested the Council consider expanding the policy to allow for more applicants, for example, to permitting someone who lives in the Airport CRA to apply.

Councilmember Mercure asked for clarification on what vacancies are there on the CRA Advisory Board. The City Clerk said there are three vacancies for alternate and one full-time vacancy (Dr. Danzey's position). Councilmember Mercure suggested following up with Laura Wade (Planning and Zoning Board applicant) to see if she was interested. The City Clerk agreed to reach out to her. Mayor Anderson said she could qualify as an alternate for Main Street.

E. STAFF UPDATES/ADMINISTRATION:

F. ATTORNEY UPDATES:

G. COUNCIL DISCUSSION/UPDATES:

H. CITY MANAGER'S REPORT:

17. Regular Updates from the City Manager

City Manager Schrader updated the Council on the Planning and Zoning Board and whether any member wanted to voluntarily step down. He said all members wanted to continue to serve.

City Manager Schrader added to the mayor's mention of the work required for the FAA to approve the AIP Due Diligence grant. He said said Sauerhafer and Lowell Clary (outside consultant) did a lot of work in order to get it all done before the 16-hour deadline, given by the FAA. He said we also-

involved- J.T. Clark (FAM) who was a great help. He mentioned that good things came out of it including, developing a very good rapport with the Assistant Manager (Rebecca Henry Harper) FAA, Orlando Office. During his conversations with her, she guaranteed to work with the city to get this completed. He said this is the best rapport we have had with the FAA in the almost 2-years we have gone through this process; noting things are going well.

City Manager Schrader spoke of the \$432,000 AIP Due Diligence grant. Adding that we really need \$724,000, due to the overall scope. The regional office has agreed to allow the city to put in for the rest of the costs after October 1st (new fiscal year). He explained everything for the AIP grant was approved except for the scope of work for the engineer. It is nothing the city did wrong; the assistant manager admitted the FAA have not done this type of project before, they are learning and want to get it correct. He said that Sauerhafer, Lowell (Clary), the engineer from Kimley-Horn, and himself have a virtual meeting with the FAA on September 13th at 1:00 p.m. to discuss what is needed for the scope of work.

City Manager Schrader reported on the certifications for Code Enforcement Officers Salinas and Ferrante, and asked Code Enforcement Supervisor LaBelle to expand on it. LaBelle went over the levels of certification for Code Enforcement, the hours of training required, and the state exam. He said Code Enforcement Officers are required to get their level one certification for fundamentals within a year of employment. Both Code Enforcement officers received their level one certification about two weeks ago. Code Enforcement Supervisor LaBelle also recently took the level 3 training, and has passed the exam.

City Attorney Buhr said it is great that everyone is certified, noting the statute does not require certification. City Manager Schrader said the job description for full-time code enforcement officers, now states anyone hired (that is not currently certified) has a year to pass the certification or they are out. In his opinion they (full-time staff) need to be certified. City Manager Schrader said if certifications are available, staff should have them.

City Manager Schrader said there is also a certification for collection/distribution techs. Currently the only certified employee in that area is Public Works Director Reed. He said that is going to change; our two new supervisors in water/wastewater have to get the certification within a year (per their job description). The next thing they are going to work on is the current collections and distribution technicians. He said certifications are good for the city and the employee.

City Manager Schrader continued his report with the renewal of the interlocal agreement with the School Board for Head Field. He noted that the City Attorney said Council does not need to take action because of the way it was written, and is just informing them the School Board sent a letter requesting renewal for two more 5-year terms. He said he included the agreement in their packet for their information.

He then reported that the city received a letter from FDEP confirming the City's Yard Waste Disposal Facility is now in compliance and back in use. The city stopped using it because there was a fire that would not go out. Once the city can hire a new employee, after October 1st, there will be someone working out there to keep it operating and in compliance.

City Manager Schrader asked the Council to select a day for Trick-or-Treating for Halloween because the City Clerk has received several calls. Deputy Mayor Barnard said in the past they have always scheduled it for Saturday.

Mayor Anderson asked what the callers had to say? The City Clerk said they were just inquiring. There is one event coming up for a Trunk-or-Treat at Donaldson Park and she is working on the paperwork.

Deputy Mayor Barnard said there use to be a regular Halloween party for the city on North Lake Avenue. The First Baptist Church would be the starting point as they hosted a Trunk-or-Treat event. He believes since COVID, things have slowed down. If it is on Sunday, then kids will be out too late before school the next day.

Mayor Anderson asked if there was any opposition to scheduling Trick-or-Treating for Saturday, October 29th? There was no opposition. City Manager Schrader asked what hours? Councilmember Mercure said it is usually from 6:00 p.m. to 8:00 p.m. Deputy Mayor Barnard suggested from 6:00 p.m. to 9:00 p.m. Mayor Anderson said seeing no opposition, Trick-or-Treating is scheduled for Saturday, October 29th from 6:00 p.m. to 9:00 p.m.

City Manager Schrader continued his report noting an email he received from Casey Wohl Hartt (TDC); Hartt said that the Pro Watercross Tournament wants to come back to the city because they really liked the venue (Lake Verona). It will be in April 2023 and they are asking for \$10,000 in advertising/marketing, like last year. He has put this on the CRA Advisory Board meeting agenda in October.

Deputy Mayor Barnard asked if the Tourist Development Council will give money to Pro Watercross for advertising? City Manager Schrader said yes. City Attorney Buhr reminded the Council that these types of events are not bricks-and-mortar; CRA funds are generally used to fund bricks-and-mortar projects. He referenced his memorandum sent a couple of years ago.

Mayor Anderson requested an update on the CRA Job description and if there is a timeline for completion. City Manager Schrader said no, they gave him 30-days. Mayor Anderson said he brought it up to City Attorney Buhr's point, an employee can track how much of a benefit to bricks-and-mortar the Pro Watercross advertising provided, the city would comply with using CRA funds for bricks-and-mortar.

City Manager Schrader reported as of this morning, there were 27 new home permits in the past month. Code Enforcement Supervisor LaBelle said, now there are 29 (he had received two more); noting that as of August 1st, he has received 29 new home permits. He broke down the permits, which included: 20 for Grand Oaks at Lake Damon, 5 for Lake Byrd Shores, 2 for Twin Lakes, 1 on Williams Gray Court, and 1 at Oaks Village. A lot of the homes are priced from \$250,000 to \$350,000; they support work force housing.

Mayor Anderson said while he was knocking on doors, he was surprised and encouraged to learn half the people he spoke to had just moved to Avon Park within the past year. Deputy Mayor Barnard agreed, saying he had found the same thing.

City Manager Schrader concluded his report with an update on the NasGrass Lawnmower track located on airport property. He said their lease agreement expired July 2021 and was not renewed because it was believed that FAM would already have the long-term lease. Last week, and after speaking with J.T. Clark; he confirmed they have not been racing. However, they have an R.V. on the property. City Manager Schrader went out to the track and spoke with Christine and her husband Wes, who run NasGrass; they were planning to have a race that night. He informed them of the situation (no lease) and that it would be a big liability on the city for them to have the race without an agreement. He spoke with City Attorney Buhr and provided a copy of the lease to him. City Manager Schrader said he told Christine that we may be able to do a month-to-month lease until FAM gets their long-term lease; as FAM is looking to use that property for other things. He asked for a consensus from the Council authorizing City Attorney Buhr to proceed with drafting a month-to-month lease.

Mayor Anderson said yes, so long as they fulfill all their requirements, including insurance, he does not think having a month-to-month lease is a bad thing at all. Obviously, the intention of any airport is to use it for airport use, but if you don't have another company wanting to use it in that manner, or manufacturing, then continue on as we have as long as they hold up their end of the bargain. City Attorney Buhr said the agreement is so old he may need to add more provisions under state requirements.

Councilmember Taylor asked what happened to agenda items B-4 and B-5? Mayor Anderson said the requestors retracted their request. City Manager Schrader added that agenda item B-4 will be on their next agenda.

I. PUBLIC PARTICIPATION:

Barry Foster of the Cohan Radio Network, said regarding the article about the top ten cities to live, Cohan Radio Network broadcasted it on the radio a week earlier. Avon Park was number three behind Sarasota and Tarpon Springs.

Jeff Williams of 1210 SR 64 W extended his appreciation to the Council, City Manager Schrader, and staff for working so hard to get the grants completed with J.T. Clark and the FAM team. He thinks they are doing an incredible job; he is more excited than ever about the direction we are moving.

J. ADJOURN:

1. The Next City Council Regular Meeting is Scheduled for Monday, September 26, 2022, at 6:00 p.m.

Meeting adjourned at 7:04 p.m.

ATTEST: CITY OF AVON PARK:

Christian Hardman, City Clerk

Garrett Anderson, Mayor

Agenda Item Summary

Date of Action: September 26, 2022

Subject: FY 2022-2027 (5-Year) Capital Improvement Plan

Item No.: D-9

Placed on Agenda by: Finance Director, Melody Sauerhafer

Staff Review: Yes

Attorney Review:

Recommended Motion(s): Recommend Approval of FY 2022-2027 (5-Year) Capital Improvement Plan

Documentation:

- General Fund 5-year Capital Improvement Plan
- Water and Wastewater Fund 5-year Capital Improvement Plan
- Sanitation Fund 5-year Capital Improvement Plan

Background:

Per City Charter, a 5-year Capital Improvement Plan must be approved annually during the Budget Process.

City of Avon
Five Year Capital Improvement Plan
FY 2022-2023

	Total Capital Improvements				
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Transportation	1,025,170	1,153,350	994,000	998,000	1,133,210
Parks & Recreation	932,780	1,200,000	1,270,000	1,200,000	1,200,000
Police	200,340	200,340	-	-	-
Streets	52,340	50,000	50,000	50,000	50,000
General Government	324,790	814,000	100,000	-	-
Fire Department	1,242,690	107,750	976,350	80,400	84,760
	3,778,110	3,525,440	3,390,350	2,328,400	2,467,970

Funding Source					
State Grants	1,228,590	1,350,000	690,000	600,000	600,000
Infrastructure	1,964,440	1,758,090	2,386,350	1,480,400	1,484,760
General Fund	585,080	417,350	314,000	248,000	383,210
	3,778,110	3,525,440	3,390,350	2,328,400	2,467,970

Infrastructure Reserve Balance 09/30/22	4,595,840
FY22-23 Revenue	1,300,000
FY22-23 Expenses	(1,964,440)
Infrastructure Reserve Balance 09/30/23	3,931,400

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City of Avon
Five Year Capital Improvement Plan
FY 2022-2023

GOVERNMENTAL SERVICES					
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
1 Roof - City Hall Roll Forward	100,000				
2 Accounting Software	224,790				
3 Timekeeping Software		14,000			
4 Neighborhood Revitalization		800,000	100,000		
	324,790	814,000	100,000	-	-
Funding Source					
State Grants		750,000	90,000		
Infrastructure	100,000	50,000	10,000		
General Fund	224,790	14,000			
	324,790	814,000	100,000	-	-

- 1 **2022-2023 –Roof at City Hall:** The roof has been inspected and has been deemed in need of being replaced.
- 2 **2022 - 2023 – Accounting Software:** The Accounting Software currently in use is obsolete and in need of replacement. \$229,990 is budgeted for FY22/23 to allow staff the time to plan and implement a new accounting software program that is more compatible and in line with the needs of the City.
- 3 **2023-2024 - Timekeeping hardware/software:** Works electronically to update and maintain the timekeeping processes.
- 4 **2023 – 2025 – Community Development Block Grant (CDBG) - Neighborhood Revitalization:** CDBG may be submitted for installation of sidewalks and mitigation infrastructure in residential or commercial areas. Alternatively, the City can apply for a neighborhood rehabilitation grant.

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City of Avon
Five Year Capital Improvement Plan
FY 2022-2023

POLICE					
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Vehicles	200,340	200,340			
	200,340	200,340	-	-	-

Funding Source					
State Grants					
Infrastructure	200,340	200,340			
General Fund					
	200,340	200,340	-	-	-

Patrol Cars

2022-2023 - Patrol Cars: Under the interlocal agreement the City agrees to pay the Sheriff \$200,340 for: FY 2022/2023 and FY 2023/2024

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City of Avon
Five Year Capital Improvement Plan
FY 2022-2023

Fire Department					
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
1 Fire Hydrant Replacement & Maintenance	50,000	40,000	40,000	40,000	40,000
2 Firefighting Equipment Washer	46,000				
3 Purchase Brush Truck	220,000				
4 Radios (3/yr.)	17,100	19,500	22,200	25,200	28,500
5 Bunker Gear	12,500	13,250	14,150	15,200	16,260
6 Station Chair (3 @ \$1,000 each)	3,000				
7 Fire Station Hardening Grant	894,090				
8 Remodel Shower/Bathroom		35,000			
9 Aerial Truck			900,000		
	1,242,690	107,750	976,350	80,400	84,760
Funding Source					
Grants	928,590				
Infrastructure	314,100	107,750	976,350	80,400	84,760
General Fund					
	1,242,690	107,750	976,350	80,400	84,760

- 2022 - 2027 – Fire Hydrant Replacements & Maintenance:** The city is initiating a long-range plan to install new fire hydrants, to keep in compliance with the city's Municipal Code of Ordinances. Replacement fire hydrants, are on an as needed basis, when identified.
- 2022 - 2023 – Firefighting Equipment Washer:** Studies have shown that firefighters run a significantly higher risk of being diagnosed with, and dying from, various forms of cancer than the general U.S. population. The National Institute for Occupational Safety and Health undertook a large study and concluded firefighters face a 14% increase, in cancer related death, than that of the general public. This is due to the hazardous chemicals and carcinogenic particles they are exposed to in the line of duty. To reduce this exposure, and the resulting cancer risk, it is essential to thoroughly, safely and efficiently clean and decontaminate all protective equipment after every use. That is what the Meiko Decon unit is designed to do. The City has been awarded the Florida Firefighter Cancer Decontamination Equipment Grant which covers 75% (\$34,500) and the City is responsible for 25% (\$11,500).
- 2022-2023 - Brush Truck:** The Fire Department's current brush truck is a 2003 Ford F-450. It is scheduled to be replaced in 2023 after 20-years of service.
- 2022-2027 - Motorola Radios:** These radios are the firefighters' main mode of communication. They are used on a daily basis, on every call, to communicate between other firefighters and Central Dispatch. The radios are individually programmed, and include life-safety features. The radios are tested and approved to be intrinsically safe for use in hazardous areas. The radios that are being replaced will be 10-years old at time of their replacement.

- 5 **2022-2027 - Bunker gear:** This structural protective gear has a life span of 10-years from the date of manufacture. In an effort to reduce the risk of cancer, bunker gear is purchased in two-sets of gear for every firefighter. This equates to 40-sets of gear to be replaced every 10 years. The plan is to replace 4-sets every year. The city also submits for request reimbursement from its insurance carrier, Preferred Insurance Group, for \$5,000 every year; however, this request is not granted every year.
- 6 **2022-2030 - Fire Station Hardening Grant:** The City of Avon Park, Florida, has been awarded \$894,087.00 in CDBG-MIT (Community Development Block Grant – Mitigation) funding to harden the Fire Station through installation of hurricane rated roofs and wind rated doors and windows, along with interior building and electrical upgrades.
- 7 **2022-2023 Fire Station Recliners:** While on the surface, these chairs seem like a luxury; however, they play a vital role. Firefighters work a 24-hour shift, and during down times from calls for service, maintaining all equipment, equipment inspections, and training -these chairs provide a location to relax. Three (3) of the chairs were replaced last year, and this will be the remaining three (3) that need replacing.
- 8 **2023 - 2024 – Remodel Shower and Bathroom:** Both are original to the building and in need of upgrade and repair.
- 9 **2024 - 2025 – Aerial Truck:** The current Aerial Truck will be past its useful life in FY24/25.

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City of Avon
Five Year Capital Improvement Plan
FY 2022-2023

Transportation Department						
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
1 Street Improvements	500,000	500,000	500,000	500,000	500,000	1
2 Sidewalks and Curbs	100,000	100,000	100,000	100,000	100,000	2
3 Stormwater & Drainage	200,000	200,000	200,000	200,000	200,000	3
4 2022 Haulotte Man Lift	30,950					4
5 Ford F350 4WD Diesel	69,290					5
6 (2) F150 Super Cab	72,880					6
7 Ford T350 High Roof Cargo Van	52,050					7
8 Mower Replacement Program		16,000	17,000	18,000	19,000	8
9 John Deere with Bush Hog		77,400				9
10 2022 Ford Super Duty F550 Crane		93,950				10
11 F150 Extended Cab 2WD		45,000				11
12 (2) F150 2WD		80,000				12
13 Ford T250 High Roof Cargo Van		41,000				13
14 F250 Diesel Aluminum Flat Bed 2WD			62,000			14
15 Ford F250 Diesel 4WD			70,000			15
16 F150 2WD			45,000			16
17 Ford F600 w/ Aerial Lift				180,000		17
18 Street Sweeper					314,210	18
	1,025,170	1,153,350	994,000	998,000	1,133,210	
Funding Source						
Grants						
Infrastructure	800,000	800,000	800,000	800,000	800,000	
General Fund	225,170	353,350	194,000	198,000	333,210	
	1,025,170	1,153,350	994,000	998,000	1,133,210	

- 1 **2022-2027 – Street Improvements:** The Transportation Department continues its road improvement program inside the city limits to improve roads and traffic flow. Projects include, but are not limited to, paving City owned dirt roads; maintaining existing roads; and installing new signage and striping to comply with the Manual on Uniform Traffic Control Devices (MUTCD) guidelines which will extend their useful life.

- 2 **2022-2027 – Sidewalks and Curbs:** The Transportation Department continues to construct new sidewalks and repair and replace existing sidewalks inside the city limits. This will improve pedestrian pathways and continue their connectivity. As the City annexes property, consideration will be given to areas which can be improved by constructing new sidewalks.
- 3 **2022-2027 – Stormwater & Drainage Improvements:** The Transportation Department continues to correct nuisance flooding; provide corrective maintenance; replace and upgrade infrastructure; improve water quality; and reduce costs. Plans include the development of water quality models and accurate inventory of all basins, inlets, and outfalls. The model will be GIS based and provide a means to evaluate drainage and water quality issues.
- 4 **2022-2023 Haulotte Man Lift:** This tow behind man lift is needed because the lift the city currently owns is old and unreliable, the current lift was purchased at auction and is constantly breaking down, the controls are unreliable and have left city employees stranded up in the air when the controls would not operate.
- 5 **2022-2023 F350 Diesel Utility Truck:** This truck will replace a F250 (2011 with 92,000 miles) gas truck, used currently as a sign truck. The replacement vehicle would not only be used as a sign truck, but also be used as a tow vehicle for moving heavy equipment around the city as the Streets Department currently does not have a vehicle capable of this.
- 6 **2022-2023 (2) F150 Trucks:** One truck will replace a broken down 2005 F150 with 91,300 miles on it, with a blown transmission and other problems. The second new truck will be used for a new employee who is currently driving a small Ford ranger that does not tow trailers/lawn mowing equipment safely.
- 7 **2022-2023 Ford T350 High Roof Cargo Van :** Will replace the Facilities Maintenance Worker's truck, which is 22-years old and in very poor shape. This High Roof Van will have a towing package, heavy duty cargo flooring, 1200 watt generator, power outlets, shelving and an aluminum slide down ladder.
- 8 **2024 - 2027 –Mower Replacement Program:** The Streets Department will replace 2 commercial lawn mowers each year.
- 9 **2023-2024 John Deere Tractor with Bush Hog:** This is a tractor and bush hog for mowing mainly on U.S 27, and will also be used throughout the city where space allows. Currently, the Streets Department has no large mowing equipment and have to borrow the tractor from the Wastewater Department, to mow the swales and ditches on US 27. This tractor can do in one pass, what it takes the small zero turn mowers three and half passes to complete.

- 10 **2023-2024 Ford Super Duty F550 /w Crane:** This truck is needed for the City stormwater program. The crane is needed to aid in lifting manholes, storm drain grates, pumps, and other things out in the field that are too heavy for the guys to move around.
- 11 **2023 - 2024 – F150 Extended Cab 2WD:** This truck will be purchased for Streets Department to replace a 2005 Ford F150 (#54) that is no longer cost effective to maintain and will be sold at auction.
- 12 **2023 - 2024 – (2) F150 2WD:** These trucks will be purchased for Streets Department to replace a 2001 Ford F150 (#38) and a 2008 Ford Ranger (#53) that are no longer cost effective to maintain and will be sold at auction.
- 13 **2023 - 2024 – Ford T250 Cargo Van:** This van will be purchased for Streets Department to replace a 2009 Ford E250 Van (#57) with 173,000 miles, used by the facilities custodian, that is no longer cost effective to maintain and will be sold at auction.
- 14 **2024 - 2025 – F250 Diesel Aluminum Flat Bed 2WD:** This truck will be purchased for the Streets Department to replace a 2007 Ford F150 Fuel Truck (#2) that is no longer cost effective to maintain and will be sold at auction.
- 15 **2024 - 2025 – Ford F250 Diesel 4WD with Utility Bed and Compressor:** This van will be purchased for the Streets Department to replace a 2011 Ford F250 Truck (#55) that is no longer cost effective to maintain and will be sold at auction.
- 16 **2024 - 2025 – Ford F150 2WD:** This truck will be purchased for Streets Department to replace a 2014 Ford F150 Truck (#64) that is no longer cost effective to maintain and will be sold at auction.
- 17 **2025-2026 F600 Aerial Lift Truck:** This Truck would be a force multiplier for the entire City because it would serve multiple departments. This will serve as a huge time saver for putting up Christmas decorations, changing light bulbs on Main St., tree trimming, inspecting roofs/buildings, and anything else where man lifting is needed. It is highly mobile versus a tow behind lift. b
- 18 **2026-2027 Street Sweeper:** Currently the contracted street sweeper company only does sweeping once a month per the contract agreement. This vehicle is needed for the City stormwater program. Owning a street sweeping could allow it to be done on an as-needed basis. For example, after the recent hailstorm Main Street could have been cleaned in its entirety in just a couple hours instead of a week.

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City of Avon
Five Year Capital Improvement Plan
FY 2022-2023

Parks and Recreation						
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
1 Roof - Community Center (Carry Forward)	250,000					1
2 Durrah Martin Park FRDAP (50/50)	400,000	400,000	400,000	400,000	400,000	2
3 MLK Jr. Sports Complex FRDAP (50/50)	200,000	200,000	200,000	200,000	200,000	3
4 Lake Tulane Park FRDAP (50/50)		200,000	200,000	200,000	200,000	4
5 Donaldson Park FRDAP (50/50)		400,000	400,000	400,000	400,000	5
6 Roofs @ Lucy Derkrman Softball Complex	16,840					6
7 Toro Sand Pro	23,050					7
8 Vermeer Brush Chipper	39,460					8
9 Walk-Behind Floor Scrubber	3,430					9
10 F150 Extended Cab 4WD			70,000			10
	932,780	1,200,000	1,270,000	1,200,000	1,200,000	

Funding Source					
State Grants	300,000	600,000	600,000	600,000	600,000
Infrastructure	550,000	600,000	600,000	600,000	600,000
General Fund	82,780	-	70,000	-	-
	932,780	1,200,000	1,270,000	1,200,000	1,200,000

1 **2022-2023 – Roof at the Community Center:** The roof at the Community Center is in need of replacement. This is a carry forward item from FY2021-2022.

2 **2022-2027 – Durrah Martin Park:** Plans for Durrah Martin Park include a passive/paved parking lot (storm water friendly); irrigation system; walking trail around the complex; additional bleacher seating; second child playground area; relocating and constructing a screened recycle/dumpster enclosure; and development of additional pavilions. 50% of this project would be funded by the Florida Recreation Development Assistance Program (FRDAP) in the amount of \$200,000 and the other 50% would come from Infrastructure funds in the amount of \$200,000. Future improvements for Durrah Martin Park will continue each year and funding would be requested through FRDAP.

- 3 **2022-2026 – Martin Luther King, Jr. Sports Complex:** Plans for Martin Luther King, Jr. Sports Complex include the rehab of existing concrete bleachers; addition of new bleachers on the visitor side; improved basketball courts; replacement of rusted fencing around the field; re-striping the existing parking area; and addition of pavilions on the visitor's side of the field. 50% of this project would be funded by the Florida Recreation Development Assistance Program (FRDAP) in the amount of \$100,000 and the other 50% would come from Infrastructure funds in the amount of \$100,000. Future improvements for the Martin Luther King, Jr. Sports Complex will continue each year and funding would be requested through FRDAP.
- 4 **2023-2027 – Lake Tulane Playground:** Lake Tulane and its beach area has historic significance to the City of Avon Park. Restrooms are in need of repair. The park has capacity to provide expanded recreational use and can be developed to include additional pavilions, a child playground area, beach improvements and parking. This project would be funded by the Florida Recreation Development Assistance Program (FRDAP) for \$200,000. Future improvements for Lake Tulane Playground will continue each year and funding would be requested through FRDAP.
- 5 **2023-2027 – Donaldson Park:** The park sits on the east side of Lake Verona, with a large sandy beach which city and county residences and other visitors truly enjoy. Plans for Donaldson Park include a Splash Pad ("spray-ground") with age-appropriate areas and fencing; an amphitheater; new irrigation system throughout the park, and new/additional child playground equipment. The projects would be funded by the Florida Recreation Development Assistance Program (FRDAP) for \$400,000. Future improvements for Donaldson Park will continue each year and funding will be requested through FRDAP.
- 6 **2022-2023 Lucy Derkman Softball Complex:** The roofs of two (2) dugouts and the scorekeepers press box were destroyed during Hurricane Irma and have yet to be repaired. The roofs of the dugouts were blown completely off, also during the storm the block pillars holding the roofs up were damaged and fell over. The roof of the press box was also blown off and destroyed with the storm.
- 7 **2022-2023 Toro SandPro:** This machine is used to work and smooth the clay/dirt on baseball/softball fields. The current machine is 18-years old and is inefficient at tilling and smoothing out the clay on the field because of the location on the tilling attachment; thus, causing double the amount of work and time in the next steps of working the field which is using a mat pulled behind the machine to smooth the surface.
- 8 **2022-2023 Vermeer Brush Chipper:** The City does not currently own a brush chipper. A brush chipper is needed due to the large amount of tree trimming the city does, and also to help with storm debris. When trees are trimmed now, the branches are piled into a trailer and hauled off. This is very inefficient and time consuming due to the very small amount of limbs that can be placed on a trailer, with the chipper the limbs would be chipped immediately upon trimming and collected in the bed of a dump truck, allowing for more time on the job actually trimming or picking up debris.
- 9 **2022-2023 Walk Behind Floor Scrubber:** This machine is needed to aid in cleaning floors at all facilities. This machine would cut down the floor cleaning time as it is self-propelled and can cover the area to be cleaned very quickly versus back and forth with a mop, and the rotating scrubbing action will clean with very little effort better than a mop.

10 **2024 - 2025 – Ford F150 Extended Cab 4WD:** This van will be purchased for Parks Department to replace a 2014 Ford F150 Truck (#9) that is no longer cost effective to maintain and will be sold at auction.

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City of Avon
 Five Year Capital Improvement Plan
 FY 2022-2023

Street Department					
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
1 Street Construction	50,000	50,000	50,000	50,000	50,000
2 PowerLiner Striping Machine	2,340				
	52,340	50,000	50,000	50,000	50,000

Funding Source

Grants

Infrastructure

General Fund

52,340	50,000	50,000	50,000	50,000
52,340	50,000	50,000	50,000	50,000

1 **2022 – 2026 – Street Construction:** The Street Department continues its road program inside the City limits to improve roads and traffic flow.

2 **2022 – 2023 – Powerline Striping Machine:** Currently, striping is done manually using wood 2x4s as guides. The striping machine will save time and create a cleaner more professional stripe, in addition to be used to stripe city parking lots.

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City of Avon
Five Year Capital Improvement Plan
FY21-22

		Water and Wastewater					
		2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
W	1 Water Meter Replacement (Operating)	500,000	500,000	500,000	500,000	500,000	1
W	2 Water Line Transmission	500,000	500,000	500,000	500,000	500,000	2
WW	3 Lift Station Rehabilitation	250,000	250,000	250,000	250,000	250,000	3
WW	4 Lining and Pipe Bursting Wastewater Lines	250,000	250,000	250,000	250,000	250,000	4
W	5 2023 F350 4WD (Water)	58,500					5
W	6 2023 F150 4WD (Martz-Replace Ford Ranger)	40,600					6
WW/W	7 Metal Detectors (6 @ 1,000 ea.)	6,000					7
W	8 Automatic Hydro Flushers (20 @ 4,470 ea.)	89,400	89,400				8
WW/W	9 Stump Grinder	11,750					9
WW/W	10 Rear Winch	3,770					10
WW/W	11 Shredder	18,300					11
W	12 DEO Distribution & Drinking Water	670,600					12
W	13 Bell Street Water Treatment Plant		250,000	250,000	250,000	250,000	13
WW	14 Generators for Liftstations (3520 WW Supply)		130,000	130,000	130,000	130,000	14
WW/W	15 Brush Cutting Finish Mower		16,500				15
W	16 F350 4WD		60,000				16
W	17 F550 4WD		95,000				17
WW	18 F350 4WD		60,000				18
WW	19 Lift Station Lining (20 WW Supply)			160,000	160,000	160,000	19
WW/W	20 Trencher			8,900			20
WW	21 Vacon Truck			525,000			21
WW	22 F250 4WD Diesel (2)			150,000			22
WW	23 Chevy Silverado 6500 Crane Truck					170,000	23
		2,398,920	2,200,900	2,723,900	2,040,000	2,210,000	

Funding Source
State Grants
Water Wastewater Utility Funds

670,600				
1,728,320	2,200,900	2,723,900	2,040,000	2,210,000
2,398,920	2,200,900	2,723,900	2,040,000	2,210,000

- 1 **2022-2027 – Water Meter Replacement:** The Water Department has undertaken a water meter replacement project for the past three years. AWWA standard recommends full replacement of water meters after ten years of service. Failure to maintain a meter replacement program could result in under-billing for customer water consumption. A continued and sustained program is necessary to keep meters serviced and up to date. The past three years has seen progress being made.
- 2 **2022-2027 – Water/Sewer Multi Year Main Transmission:** This yearly project continues to expand the City's utilities (when new C&D positions are filled) into new service areas or for areas where the City has entered into developer agreements for service. The budgeted cost of these system expansions is projected at \$500,000 annually. This project would be funded from the water/sewer fund.
- 3 **2022-2027 – Lift Station Rehabilitation:** The Wastewater Department will budget \$250,000 from the utility to provide routine maintenance and replacement items to the mechanical and structural elements at the lift stations.
- 4 **2022-2027 – Wastewater Pipe Lining and Bursting:** The Wastewater Department will budget \$250,000 from the utility to rehabilitate aging infrastructure.
- 5 **2022-2023 – Ford F350 4WD:** The Water Department will purchase this vehicle for Collections and Distribution Service to replace a 2011 Ford Ranger which will be transferred to the Sanitation Department .
- 6 **2022-2023 – Ford F150 4WD:** The Water Department will purchase this vehicle to replace a 2011 Ford Ranger that is no longer cost effective to maintain and will be sold at auction.
- 7 **2022-2023 – Metal Detectors:** The Water and Wastewater Departments will purchase 6 metal detectors which are needed to locate underground utility lines.
- 8 **2022-2024 – Automatic Hydro Flushers:** The Water Department will purchase 40 automatic hydro flushers which are needed for flushing dead end points in the water system.
- 9 **2022-2023 – Stump Grinder:** The Water and Wastewater Departments will purchase this stump grinding attachment, for the remote controlled mower, which is needed when trees are cut down and to prevent regrowth.

- 10 **2022-2023 – Rear Winch:** The Water and Wastewater Departments will purchase this rear winch attachment, for the remote controlled mower, which is needed to mow steep banks around storm ponds and perk ponds.
- 11 **2022-2023 – Shredder:** The Water and Wastewater Departments will purchase this shredder attachment, for the remote controlled mower, which is needed to clear right of ways, easements and manhole covers.
- 12 **2022-2023 – DEO Distribution and Drinking Water Grant:** The City of Avon Park has been awarded \$670,623 in CDBG-MIT funding to overhaul the city's drinking water system, creating on that will ensure safe drinking water standards are met. The mitigation activities consist of installation of 250 linear feel of 12" pipe under Hwy 27, installation of 2 chlorine skids systems and program logic controls at both the Crystal Lake and Glenwood water treatment plants, installment of 5,000 liner feet of PVC pips and add a bore for increased water pressure
- 13 **2022-2023 – Bell Street Water Treatment Plant Overhaul:** Rehab and modernize the entire facility to include: Clear wells for water storage, pumps, existing structures and construction of a new enclosed equipment and material storage facility for pumps, valves, hydrants, pipe, sleeves, fittings etc.; additionally, a parking lot for staff and their service trucks.
- 14 **2024-2027 – Generators for Liftstations:** The Wastewater Department will purchase 5320 WW generators for all liftstations which are needed for uninterrupted service during natural disasters and power outages.
- 15 **2023-2024 – Brush Cutting Finish Mower:** The Water and Wastewater Departments will purchase this brush cutting finsh mower attachment, for the remote controlled mower, which is needed for mowing slopes.
- 16 **2023 - 2024 – F350 4x4 Diesel Extended Cab with Utility Bed and Strobes** - This truck will be purchased for Water Department to replace a 2002 Ford F250 Truck (#3) that is no longer cost effective to maintain and will be sold at auction.
- 17 **2023 - 2024 – F550 4x4 Diesel Extended Cab with Utility Bed and Strobes:** This truck will be purchased for Water Department to replace a 2004 Ford F350 Truck (#49) that is no longer cost effective to maintain and will be sold at auction.
- 18 **2023 - 2024 – F350 4x4 Diesel Extended Cab with Utility Bed and Strobes:** This truck will be purchased for Water Department to replace a 2008 Ford F350 Truck (#34) that is no longer in service due to engine blown up and will be sold at auction.

- 19 **2024 - 2027 – Lift Station Relining Program:** The Wastewater Department will budget \$160,000 annually for the relining of lift stations to prevent H₂S from eating away the lift station.
- 20 **2024 - 2025 – Trencher:** The Water Department will purchase a trencher to be utilized for running new utility lines.
- 21 **2024 - 2025 – Vacon Truck:** This truck will be purchased to replace a 2017 that will be transferred to stormwater and a 2001 vacon truck that will be sold at auction.
- 22 **2024 - 2025 – (2) F250 4x4 Diesel Extended Cab with Utility Bed and Strokes:** This truck will be purchased for Water Department to replace a 2012 Ford F250 Truck (#59) 2013 Ford F250 (#61) that are no longer in service due to engine blown up and will be sold at auction.
- 23 **2026 - 2027 – Chevy Silverado 6500 Crane Truck with EPack:** This truck will be purchased for Water Department to replace a 2017 Ford F550 Crane Truck (#73) that is no longer in service due to engine blown up and will be sold at auction that is no longer in service due to engine blown up and will be sold at auction.

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City of Avon
 Five Year Capital Improvement Plan
 FY202-2023

Sanitation					
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
1 CAT 950 Front End Loader w/ Root Rake				340,000	
2 Truck Replacement Program			400,000	400,000	400,000
	-	-	400,000	740,000	400,000

Funding Source					
Grants					
Infrastructure					
General Fund	-	-	400,000	740,000	400,000
	-	-	400,000	740,000	400,000

1 **2025 - 2026 – CAT 950:** The Sanitation Department will purchase a CAT 950 Front End Loader with Root Rake to maintain the City's Landfill.

2 **2024 - 2027 – Truck Replacement Program:** The Sanitation Department will purchase 1 new Garbage Truck per year to replace an aging fleet, specifically the following: a 2011 Truck #2, 2012 Truck #1, and 2014 Truck #3.

Agenda Item Summary

Date of Action: September 26, 2022

Subject: Public Hearing: Resolution No. 2022-26, Final Millage Rate FY 2022-2023

Item No.: D-10

Placed on Agenda by: Finance Director, Melody Sauerhafer

Staff Review: Yes

Attorney Review:

Recommended Motion(s): Recommend Approval of Resolution No. 2022-26, Final Millage Rate FY 2022-2023.

Documentation:

- Resolution 2022-26

Background:

Required annually for the Truth in Millage process (TRIM) for distribution of Ad Valorem Tax Revenue.

RESOLUTION NO. 2022-26

A RESOLUTION OF THE CITY OF AVON PARK OF HIGHLANDS COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF AVON PARK, HIGHLANDS COUNTY FOR FISCAL YEAR 2022-2023; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Avon Park of Highlands County, Florida, on September 26, 2022, adopted Fiscal Year 2022-2023 Final Millage Rate following a public hearing as required by Florida Statute 200.065;

WHEREAS, the City of Avon Park of Highlands County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Highlands County has been certified by the County Property Appraiser to the City of Avon Park as \$378,015,392.

NOW, THEREFORE, BE IT RESOLVED by the City of Avon Park of Highlands County, Florida, that:

1. The Fiscal Year 2022-2023 Final Operating Millage is 4.3681 mills, which is greater than the rolled-back rate of .23440 mills by 86.35%.
2. This Resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 26th day of September 2022.

Time Adopted _____ p.m.

Christian Hardman, City Clerk
City of Avon Park

Garrett Anderson, Mayor
City of Avon Park

Approved as to Form:

Gerald Buhr, City Attorney

Agenda Item Summary

Date of Action: September 26, 2022

Subject: Public Hearing: Resolution No. 2022-27, Final Budget FY 2022-2023

Item No.: D-11

Placed on Agenda by: Finance Director, Melody Sauerhafer

Staff Review: Yes

Attorney Review:

Recommended Motion(s): Recommend Approval of Resolution No. 2022-27, Final Budget FY 2022-2023

Documentation:

- Resolution No. 2022-27
- Exhibit A – Budget Summary

Background:

Required annually for the Truth in Millage Process (TRIM) for distribution of Ad Valorem Tax Revenue.

RESOLUTION NO. 2022-27

A RESOLUTION OF THE CITY OF AVON PARK OF HIGHLANDS COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Avon Park of Highlands County, Florida, on September 26, 2022, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Avon Park of Highlands County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2022-2023 in the amount of \$43,668,640 (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED by the City of Avon Park of Highlands County, Florida, that:

1. The Fiscal Year 2022-2023 Final Budget be adopted.
2. This Resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 26th day of September 2022.

Time Adopted _____p.m.

Christian Hardman, City Clerk
City of Avon Park

Garrett Anderson, Mayor
City of Avon Park

Approved as to Form:

Gerald Buhr, City Attorney

EXHIBIT A**BUDGET SUMMARY**

CITY OF AVON PARK FISCAL YEAR 2022-2023

THE ADOPTED OPERATING EXPENDITURES OF THE CITY OF AVON PARK ARE 8.9PERCENT MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

Millage/\$1,000 of Property Value	4.3681	GENERAL FUND	INFRA- STRUCTURE	CRA's	WATER & SEWER	AIRPORT	SOLID	TOTAL
ESTIMATED REVENUES								
Ad Valorem Tax (Millage/\$1,000)	4.3681	1,568,650						1,568,650
Sales and Use Taxes		440,000	1,300,000					1,740,000
Franchise Fees		647,000						647,000
Utility Service Tax		1,183,000						1,183,000
Business Tax		28,000						28,000
Permits and Fees		200				10,000		10,200
Intergovernmental		5,163,360		672,460		3,105,740		8,941,560
Fines and Forfeitures		16,600						16,600
Charges for Services		687,190			6,389,100		1,472,500	8,548,790
Other		80,600				501,000		581,600
TOTAL SOURCES		9,814,600	1,300,000	672,460	6,389,100	3,616,740	1,472,500	23,265,400
Transfers In		1,900,000			17,890		16,920	1,934,810
Fund Balance/Reserves/Net Assets		3,020,240	4,595,840	537,620	9,751,020		563,710	18,468,430
TOTAL REVENUES, TRANSFERS & FUND BALANCES		14,734,840	5,895,840	1,210,080	16,158,010	3,616,740	2,053,130	43,668,640
ESTIMATED EXPENDITURES								
General Government		1,233,300	100,000					1,333,300
Public Safety		6,179,110	514,440					6,693,550
Physical Environment					6,423,780		1,896,320	8,320,100
Transportation		1,443,600	800,000			3,616,740		5,860,340
Economic Environment				1,210,080				1,210,080
Culture/Recreation		900,600	550,000					1,450,600
Debt Service								0
TOTAL EXPENDITURES		9,756,610	1,964,440	1,210,080	6,423,780	3,616,740	1,896,320	24,867,970
Operating Transfers Out					1,900,000	50,810		1,950,810
Fund Balance/Reserves/Net Assets		4,978,229	3,931,400	0	7,834,230	(50,810)	156,810	16,849,860
TOTAL EXPENDITURES, TRANSFERS, AND FUND BALANCES		14,734,840	5,895,840	1,210,080	16,158,010	3,616,740	2,053,130	43,668,640

The tentative, adopted, and / or final budget are on file in the office of the above referenced taxing authority as a public record.

Agenda Item Summary

Date of Action: September 26, 2022

Subject: CFRPC Planning Advisory Services Agreement

Item No.: D-12

Placed on Agenda by: City Manager, Mark Schrader

Staff Review: Yes

Attorney Review: Yes

Recommended Motion(s): Approve Planning Advisory Services (PAS agreement for the CFRPC to provide professional planning services.

Documentation:

- Letter to City Manager from Jeff Schmucker, CFRPC
- Planning Advisory (PAS) Services Agreement

Background:

The City's contract with CFRPC is up for renewal for the 2022-2023 Fiscal Year. The PAS agreement is for \$40,000 and includes continued professional planning services, an overview of which is provided in Jeff Schmucker's letter.

This is an increase of \$5,000 from last year.



September 16, 2022

Mr. Mark Schrader, City Manager
City of Avon Park
110 E. Main Street
Avon Park, FL 33825

Via Email

RE: CFRPC Planning Advisory Services Agreement

Dear Mr. Schrader:

Enclosed please find a Planning Advisory Services (PAS) Agreement for the CFRPC to provide professional planning services to the City of Avon Park for the 2023-2023 Fiscal Year.

The PAS Agreement is for \$40,000. The PAS includes continued professional planning services to the City as indicated in Attachment A, I-III of the agreement including but not limited to:

- Routine planning tasks associated with processing zoning and land use amendments including mapping.
- Site Development Plan and Subdivision Plat Review.
- Coordination of the Development Review Committee.
- Direction for scheduling advertising and public hearings.
- Preparation of staff reports.
- Presenting before the City Council and/or Planning and Zoning Board.
- Responses to day-to-day questions regarding the City's Land Development Regulations.

Please contact me if you have any questions or concerns regarding the enclosed agreement. Please sign the enclosed agreement and return them to the CFRPC to my attention. We will return the agreement to your attention following signature of the CFRPC. Please note the signed agreement may be scanned and emailed to the CFRPC to my attention at jschmucker@cfrpc.org. A hard copy is not necessary.

We greatly appreciate the opportunity to be of service to the City of Avon Park.

Sincerely,

Jeff Schmucker, AICP
Planning Director

Attachment: Planning Advisory Services (PAS) Agreement



PLANNING ADVISORY SERVICES AGREEMENT

with the

CITY OF AVON PARK

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **City of Avon Park** (hereinafter referred to as the "CITY").

BACKGROUND

- A. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and CITY staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Unified Land Development Code, and Official Zoning Map; all of which is detailed in Attachment A, I-III – Scope of Work, and is a part of this Agreement.
- B. The COUNCIL desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The CITY engages the COUNCIL to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the CITY.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for General Planning Services (I-III in Attachment A) is **\$40,000 (forty thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for the Generalized Planning Services of **\$40,000 (forty thousand dollars)** to be paid in four (4) payments, beginning upon execution of the agreement with a final payment due July 1, 2023. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

Upon Execution of Agreement	\$10,000
January 1, 2023	\$10,000
April 1, 2023	\$10,000
July 1, 2023	\$10,000

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this agreement.

V. MODIFICATION OF AGREEMENT

- A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the CITY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective

date of termination.

VII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

VIII. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all work products shall become the property of the CITY.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

XIII. PUBLIC RECORDS ACCESS

The CITY AND COUNCIL agree that the COUNCIL shall comply with Florida's public records law to specifically include:

- A. The COUNCIL shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The COUNCIL shall keep and maintain public records required to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the CITY for refusal by the COUNCIL to either provide public records to the CITY upon request, or to allow inspection and copying of all public records made or received by the COUNCIL in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If the COUNCIL meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify Contractor of the request, and the COUNCIL must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If the COUNCIL fails to provide the public records to the CITY within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the CITY's custodian of public records, the COUNCIL shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. The COUNCIL shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the COUNCIL does not transfer the records to the CITY.
 - iv. Upon completion of the Agreement, Contractor shall transfer, at no cost to CITY, all public records in possession of Contractor or keep and maintain public records required by the CITY to perform the services under this Agreement. If the COUNCIL transfers all public records to the CITY upon completion of the Agreement, the COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the Agreement, the COUNCIL shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to CITY, upon request from the CITY's custodian of public records, in a format that is accessible by and compatible with the information technology systems of CITY.

- D. IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (863) 452-4400, BY EMAIL AT chardman@avonpark.city, OR AT THE MAILING ADDRESS BELOW.**

**CITY OF AVON PARK
110 E. MAIN STREET
AVON PARK, FL 33825**

IN WITNESS WHEREOF, the CITY and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

CITY OF AVON PARK

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

By: _____
Patricia M. Steed, Executive Director

Witness

Witness

Approved as to legal form and sufficiency:

City Attorney

Council Attorney

**City of Avon Park
SCOPE OF WORK FOR FY 2022-2023**

GENERAL PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

- A. The COUNCIL shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.
- B. The COUNCIL shall provide technical assistance to the elected officials, Planning and Zoning Board and CITY staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).
- C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Regulations.
- D. The COUNCIL shall prepare the staff portion of the Planning and Zoning Board agenda packets, coordinate with the Planning and Zoning Board members to schedule meetings, and attend the CITY Planning and Zoning Board meetings.
- E. The COUNCIL shall coordinate training sessions on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary.

II. ROUTINE MAPPING (ON GIS BASE MAP)

- A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
- B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.

III. LARGE SCALE PLAN REVIEW

The COUNCIL shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and (e) consistency with the Land Development Regulations and Comprehensive Plan.

Agenda Item Summary

Date of Action: September 26, 2022

Subject: Emergency repairs to the South Lake Isis Lift Station

Item No.: D-13

Placed on Agenda by: Public Works Director, Rick Reed

Staff Review: Yes

Attorney Review:

Recommended Motion(s): Approve Motion to authorize emergency expenditure of \$134,500 for South Lake Isis Lift Station repairs to be performed by the lowest quote from MG Underground

Documentation:

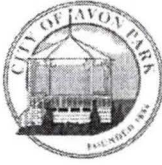
- Purchasing memorandum
- MG Underground Quote and two alternate quotes
- City Purchasing Manual - Section 140 *Emergency Purchases* – Subsection 140.20 Level 1 emergency

Background:

The concrete and pipes at the South Lake Isis Lift Station are in poor condition and in urgent need to be repaired. The lift station is located in close proximity to Lake Isis. The danger of untreated wastewater flowing into the lake has become exacerbated by unusually heavy rains recently and has become an emergency.

Utilities currently has a portable pump on-site, in case of emergency.

Funds from the current FY Budget will cover the expense – using funds from *Lift Station Projects* and *Water/Sewer Transmission lines*.



CITY OF AVON PARK

Highlands County, Florida

September 19, 2022

Purchasing Memorandum
Requisition 22...271 MG Underground

This requisition is for repairs at the South Lake Isis Lift Station. The general conditions of both the concrete and the pipes are poor. The main pipe is rotting due to rust and the other pipes are also becoming degraded by rust. The concrete needs to be resealed.

The pump needs to be turned off at this time because it is trying to spray into the wet well, but, due to the recent heavy rains, the spray is actually going into the high well also. This condition poses a significant risk that untreated wastewater could go into Lake Isis.

The amount of the quote for this requisition is \$134,500 which is above the threshold which would require a competitive bid in normal circumstances. The City's Purchasing Manual allows for the purchasing process to be expedited when an emergency arises. The definition of a Level 1 emergency includes:

"an unforeseen situation in which urgent measures need to be taken to avoid the possibility of risk or serious and adverse consequences affecting the life, health, welfare, property, or financial assets of the City." Purchasing Manual, Page 26. Section 140.20(1)(b). The same section also states "(l)ack of planning should not be an acceptable reason for declaration of a Level 1 Emergency."

The unforeseen situation in this case is the unusually heavy amount of rain that the area has received recently. Due to this situation, the repairs have become an emergency. The competitive bid process would require at least 45-55 days. The City has obtained three separate quotes from vendors and has selected the lowest quote for the repairs.

"In an emergency situation the City Manager, Department Head or the City Council or Mayor may authorize an emergency purchase and waive any bid requirements." Purchasing Manual, Page 26. Section 140.20(2)(a).

Andy Mogle
Purchasing Agent
City of Avon Park
110 East Main Street
Avon Park, FL 33825
(863)452-4400 ext 110
amogle@avonpark.city

manual.

140 Emergency Purchases

140.10 Purpose

While purchasing procedures involving competitive bidding are desirable for most purchases, when an emergency arises it is necessary to be able to expedite the process. For this reason, the City has adopted an Emergency Purchasing Policy and Procedure to enable purchases to be made as necessary for the circumstances. In no event, however, will procedures required under state or federal law be modified except as allowed under those laws.

140.20 Level 1 Emergency

(1) Definition

Level 1 emergency is:

- (a) an unforeseen situation in which there is a breakdown in City service and there is an urgent need to restore such service in order to avoid serious and adverse consequences affecting the life, health, welfare, or property of the citizens of the City; or
- (b) an unforeseen situation in which urgent measures need to be taken to avoid the possibility of risk or serious and adverse consequences affecting the life, health, welfare, property, or financial assets of the City. Lack of planning should not be an acceptable reason for declaration of a Level 1 Emergency.

(2) Procedure

- (a) In an emergency situation the City Manager, Department Head or the City Council or Mayor may authorize an emergency purchase and waive any bid requirements.
- (b) If the emergency occurs during normal working hours, the Department must attempt to obtain appropriate authorization for the purchase through telephone or verbal communications by notifying the Purchasing Department and submitting a requisition form through regular procedures.
- (c) If the emergency occurs at night, weekends, or holidays, the Department Head must contact the City Manager.
 - 1. On the first working day after an emergency purchase has been made, the Department must follow-up the purchase with the preparation and submission of a requisition form with a written explanation of the circumstances calling for the emergency actions.
 - 2. The fact that the purchase was an emergency purchase should be highlighted on the requisition form.

3. Upon receipt of the requisition, Accounts Payable will process it for a purchase order.

140.30 Level 2 Emergency

(1) Definition

A Level 2 emergency is a situation where the City has made a formal Declaration of Emergency. In this case, the purchasing policies and procedures are waived for allowing purchases that are applicable to the declared emergency to be made as expediently as necessary.

(2) Procedure

The City Manager and the Department Head and/or the City Council and Mayor will make the necessary decisions as to these purchases.

150 **Requisitions**

150.10 Purpose

The requisition will serve as a Source Document for purchases, warehouse goods and work orders. In addition, the requisition is used to initiate a Purchase Order and interface with and update the City's financial system. The Purchase Order will also serve as the initial document in the chain of formal documentation of the purchasing process.

150.20 Procedure

(1) Authorized Signature

A requisition must be prepared in the purchasing program by an authorized person for the Department. Department Heads should designate one or more employees with authority to prepare Departmental requisitions. Department Heads must submit to the Accounts Payable Department a list of employees that are authorized to prepare and submit requisitions, identifying cost centers, dollar amounts, and other limitations that are applicable.

(2) Purchases

- (a) Use separate requisitions for each vendor.
- (b) Do not combine regular purchases and inventory items on the same requisition.
- (c) Organize items by object code if codes are available and part of the description.



UNDERGROUND

MG Underground, LLC

Corporate Office & Mailing
3020 Waterfield Ln - Lakeland, FL 33803
P (863) 606-6032 - F (863) 606-6033

Company: City of Avon Park

Date: 08/31/2022

Attn: Dave Wakeland

Quote #: 0831-22

Project: Avon Park Lift Station Rehab

MG Underground, LLC is pleased to quote the following project to you.

ITEM		Canvas	UN OF		UNIT	
#	PAY ITEM DESCRIPTION	Quantity	QUANTITY	MSRE	PRICE	TOTAL
1	Mobilization		1.00	LS	3,000	3,000
2	Bypass Pumping		1.00	LS	45,000	45,000
3	Demo-Pour New Bottom		1.00	LS	13,500	13,500
4	Epoxy Line Structure		1.00	LS	54,000	54,000
5	Set Pumps and Piping		1.00	LS	15,000	15,000
6	Start up Demobilize		1.00	LS	4,000	4,000

Price for work stated above is: **\$ \$134,500**

Scope of Work

MG Underground will provide the following:

- All Equipment to complete work as directed at project walk
- All Personnel to complete this work as directed at project walk

Special Conditions Does Not Include:

- Quote subject to mutually acceptable contract language
- No Retainage to be withheld
- Terms: NET 30 days from invoice date
- MG will not be responsible for unforeseen errors
- City to provide pump bases to mount the pumps

Sign : _____
Jason Coleman

Sign : _____
Dave Wakeland

Best Regards,
MG Underground, LLC



Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office
3349 S. Kedzie Ave.
Chicago, IL 60623
(773) 247-0881

Suburban Office
2260 Southwind Blvd.
Bartlett, IL 60103
(630) 497-1700
(630) 497-1737 Fax

Attn: Rick Reed/City of Avon Park

Date: September 9, 2022

Quote #: BMK 22-097

Project: AVON PARK LIFT STATION

Please see below Cost Analysis for Lift Station.

1. Mobilization	\$ 3,975.00
2. Bypass Pumping	\$45,500.00
3. Demo-Pour New Bottom	\$15,750.00
4. Epoxy Line Structure	\$54,750.00
5. Set Pumps and Piping	\$15,025.00
6. Start Up / Demobilize	\$ 4,500.00

Total **\$139,500.00**

Benchmark will provide the following:

- All Equipment and Material required
- All Personnel to complete this work
- Coordination of Inspection and Site Monitoring

City Of Avon Park will Provide the following:

- Plans and Specs

Special Conditions:

- Quote subject to mutually acceptable contract language
- No Retainage to be withheld
- Terms: NET 15 days from invoice date
- MG will not be responsible for unforeseen errors
- Should you have any questions please do not hesitate to call

Sign: _____

Sign: _____



2221 W. Walnut Street, Suite #2
Chicago, Illinois 60612

O. 312.733.4301
F. 312.733.4601

September 9, 2022

Attn: Rick Reed
City of Avon Park

QUOTE #: SMC 22-097

Project: AVON PARK LIFT STATION

Please see below Cost Analysis for Lift Station

1.	Mobilization	4,580.50
2.	Bypass Pumping	53,690.00
3.	Demo-Pour New Bottom	18,585.00
4.	Epoxy Line Structure	64,605.00
5.	Set Pumps and Piping	17,729.50
6.	Start Up / Demobilize	5,310.00

Total \$ 164,500.00

Smith Maintenance Company will provide the following:

- All Equipment and Material required
- All Personnel to complete this work
- Coordination of Inspection and Site Monitoring

City of Avon Park will Provide the following:

- Plans and Specs

Special Conditions:

- Quote subject to mutually acceptable contract language
- No Retainage to be withheld
- Terms: NET 15 days from invoice date
- SMC will not be responsible for unforeseen errors
- Should you have any questions please do not hesitate to call

Sign: _____

Date: _____

Agenda Item Summary

Date of Action: September 26, 2022

Subject: Bid Award for ITB #22-06, Community Center Roof Replacement

Item No.: D-14

Placed on Agenda by: Public Works Supervisor David Roberts and Director of Public Works, Rick Reed

Staff Review: Yes

Attorney Review:

Recommended Motion(s): Award Bid to L. Cobb Construction, in the amount of \$208,046.53.

Documentation:

- Bid Tally
- Bid Award Recommendation
- Bid Packet submitted by selected vendor, L. Cobb Construction
- Cover Sheet and references for L. Cobb Construction
- Cover Sheet and references for Clyde Johnson Contracting & Roofing, Inc.
- Cover Sheet and references for Simpson Construction and Roofing

Background:

The City of Avon Park opened bids received on September 8, 2022 at 2:00 PM EST at City Hall. Analysis of the bids received indicates that the lowest “responsive” bidder is L. Cobb Construction.



CITY OF AVON PARK

Highlands County, Florida

ITB #22-06, Community Center Roof Replacement

Bid Tally

Date: September 8, 2022

Time: 2:00 P.M.

Firm

Bid Amount

E.O. Koch	\$338,646.00
L. Cobb Construction	\$208,046.53
Justin Ennis-Clyde Johnson Roofing	\$207,478.00
Simpson Construction	\$130,000.00
Total Roofing System	\$277,770.00
MGM Contracting	\$238,750.00

ITB#22-06 Community Center Roof Replacement

BID AWARD RECOMMENDATION

The bid went out on August 2, 2022. Bids were opened on September 8, 2022. A total of six bids were received. Public Works Supervisor, David Roberts and Purchasing Agent, Andy Mogle analyzed the bids received for purposes of this Bid Award Recommendation. L. Cobb Construction submitted a responsive bid in the amount of \$208,046.53. Their bid acknowledges and complies with the Addenda that make up part of the Bid Documents.

The City received two bids which were lower than the bid submitted by L. Cobb Construction. Each of those bids was non-responsive and, therefore, neither is eligible for the bid award.

The bid submitted by Simpson Construction and Roofing did not acknowledge the required Addenda to the Bid Documents on its Cover Sheet and did not provide the price of each additional sheet of plywood beyond ten sheets, as required by Addendum 2.

The bid submitted by Clyde Johnson Contracting and Roofing did acknowledge the Addenda to the Bid Documents on its Bid Cover Sheet but did not comply with the requirement found in Addendum 2 to provide the price of each additional sheet of plywood beyond ten sheets.

The bid submitted by L. Cobb Construction did acknowledge the Addenda as part of the Bid Documents and did also comply with Addendum 2 by providing the price (\$107.57) of additional sheet of plywood beyond ten sheets.

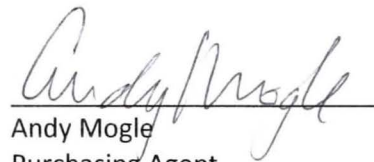
Any deviation from the requirements of the Bid Documents may be considered non-responsive. Public entities have the discretion to waive minor irregularities from the requirements of the Bid Documents. A deviation from the Bid Documents is considered material, and thus not a minor irregularity, if it (1) provides an advantage to one bidder; or (2) prejudices other bidders.

Failing to acknowledge addenda, in general terms, is a material deviation from the Bid Documents. Otherwise, a bidder could bid advantageously by picking and choosing bid requirements.

Bid Documents and their Addenda ensure that all bidders compete on an even field. Specifically in the bid at hand, the Addendum 2 requirement for per sheet pricing of plywood goes directly to the essence of the price of the bid. For this reason, the City is not able to waive, as a minor irregularity, the defects in the bids submitted by Simpson Construction and Roofing and by Clyde Johnson Contracting and Roofing.

Accordingly, the Recommended Bid Award is to L. Cobb Construction.

Date: September 21, 2022

A handwritten signature in cursive script, reading "Andy Mogle", written in dark ink over a horizontal line.

Andy Mogle
Purchasing Agent
City of Avon Park
110 E. Main Street
Avon Park, FL 33825
(863)452-4400 extension 110

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COPY

CITY OF AVON PARK, FLORIDA

Bid Cover Sheet

Page 1 of 2

Bidder/Company Name (Capitalize): L COBB CONSTRUCTION
Date Submitted: 9/1/2022 Bid Opening Date: 9/1/2022

Project Identification: BID # 22-06
Formal Bid Name: Community Center Roof Replacement

As per sunbiz.org:

Entity Name: L Cobb Construction, Inc
Business Address: 401 South 6th Ave, Wauchula, FL 33873
Authorized Signor: Clay Cobb Title: CEO
Phone Number: 863-773-3839 E-Mail Address: operations@lcobbconstruction.com

Bidder's rep: Thomas Kelley Business phone: 863-773-3839 Cell phone: 863-448-3734

In submitting this Bid, Bidder makes all representations required by the Bid Documents and further warrants and represents that Bidder has examined copies of all the Bid Documents and of the following addenda:

No. <u>1</u>	Dated: <u>Addendum 1</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>Addendum 2</u>	No. _____	Dated: _____
No. <u>3</u>	Dated: <u>Addendum 3</u>	No. _____	Dated: _____

WILL PROVIDE CONTINUITY OF OPERATION DURING EMERGENCY? Yes ☐ No ☐

The undersigned, as Bidder, hereby declares that no person or persons other than the undersigned are interested in this Invitation To Bid as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined all the Bid Documents and with full knowledge of all conditions under which the goods or services herein are contemplated must be furnished, hereby propose and agree to furnish the goods or services according to the requirements set out in the Bid Documents for said goods or services for the prices as listed on the subsequent pages.

Taxpayer Identification Number: 59-2628213

(1) Employer Identification Number -or- (2) Social Security Number*

* The City of Avon Park collects your social security number/or tax reporting purposes

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY AN AUTHORIZED CORPORATE AUTHORITY. If that person is not the President, CEO, or Partner, this form shall be accompanied by the Company's **CORPORATE RESOLUTION** authorizing the signor.

Signed this 1st day of September, 20 22 :

Witnesses:

Signed: _____
Print name: Thomas Kelley

L Cobb Construction, Inc
Corporate Name Printed

Signed: Candie Beckman
Print name: Candie Beckman

By: Clay Cobb
Printed name and title: Clay Cobb, CEO

Company Submitting Bid: L Cobb Construction, Inc
Bid # 22-06 Bid Name: Community Center Roof Replacement

CITY OF AVON PARK, FLORIDA
Bid Cover Sheet
Page 2 of 2

For providing the construction services stated in the Bid Documents, the bid is:
Two Hundred Eight Thousand Forty Six Dollars and 53/100 - \$208,046.53

Details, caveats and limitations (reference separate sheet if necessary):

1. Project limit contains up to 10 sheets of plywood. After 10 sheets are used,
each additional sheet of plywood will be \$107.57
2. Any Framing member or Fashia work needed on the roof will be considered additional work.
The price for this work will be \$6.01 per LF.
3. _____

FORM 3

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL Cobb, James Clay			OFFICE / POSITION HELD CEO
MAILING ADDRESS 401 South 6th Ave			AGENCY L Cobb Construction, Inc
CITY Wauchula, FL	ZIP 33873	COUNTY Hardee	ADDRESS OF AGENCY 401 South 6th Ave, Wauchula, FL 33873

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by Section 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency: City of Avon Park Public Works		
2. The person submitting the bid is: Clay Cobb	NAME ▼	CEO
3. The business entity with which the person submitting the bid is associated is: L Cobb Construction		
4. My relationship to the person or business entity submitting the bid is as follows: Self		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____		
b. The realty, goods, and / or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No. If so, how often?		
6. Additional comments:		
7. SIGNATURE 	DATE SIGNED 9/1/2022	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES SECTION 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL, OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A - REV. 1/07 (Refer to Rule 34-7.010(1)(c), F.A.C.)(Rev.9/2012)

FORM 4 NON-COLLUSION AFFIDAVIT

The undersigned Affiant, being duly sworn, deposes and says that:

1. Affiant is CEO of L Cobb Construction, Inc, the Contractor that has submitted the attached proposal;
2. Affiant is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Avon Park, Florida or any person interested in the proposed Contract; and
5. The cost proposals in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. Further, the Affiant sayeth not.

Signature

Clay Cobb

Print Name

CEO

Title

9/1/2022

Date

STATE OF FLORIDA

COUNTY OF Hardee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 1st day of September, 20 22, by Clay Cobb.

(Seal)

Signature of Notary Public

Thomas Kelley

Print, Type/Stamp Name of Notary

Personally known: X

OR Produced Identification: _____

Type of Identification Produced: _____



THOMAS KELLEY
Commission # HH 102081
Expires March 9, 2025
Bonded Thru Budget Notary Services

FORM 5
SWORN STATEMENT ON
PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to: CITY OF AVON PARK, FLORIDA;
[Print name of the public entity]

By: Clay Cobb, CEO
[Print individual's name and title]

For: L Cobb Construction, Inc
[Print name of entity submitting sworn statement]

Whose business address is 401 South 6th Ave, Wauchula, FL 33873

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2628213. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or,

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Page 36 of 40


FORM #7

DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that
L Cobb Construction, Inc does:
(Name of Company)

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

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



Signature

Clay Cobb

Print Name

CEO

Title

9/1/2022

Date

Form #9

EMPLOYMENT ELIGIBILITY VERIFICATION -- E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees the Contractor hired during the term of this Agreement. The Contractor shall include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the subcontract.

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

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

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

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

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

ITB #21-08: Classic Caladiums Roof Repair

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

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

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

L Cobb Construction, Inc

[Company Name]


 /CEO
[Signature & Title]

STATE OF FLORIDA

COUNTY OF Hardee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 1st day of September, 2022, by Clay Cobb. Personally known: X OR Produced Identification: _____ Type of Identification Produced: _____

(Seal)


Signature of Notary Public
Thomas Kelley



THOMAS KELLEY
Commission # HH 102081
Expires March 9, 2025
Bonded Thru Budget Notary Services

Print, Type/Stamp Name of Notary

ITB #22-06 Community Center Roof Replacement

FORM #10
CONTRACTOR/VENDOR REFERENCES

Name of company submitting bid: L Cobb Construction, Inc
Name of Company Contact Person: Clay Cobb

References

<p>Contact Person: <u>Please see attached</u> Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
<p>Contact Person: _____ Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
<p>Contact Person: _____ Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
<p>Contact Person: _____ Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
<p>Contact Person: _____ Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
<p>Contact Person: _____ Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>

SUBCONTRACTORS LIST

Subcontractor Name	Area of Work	Contact Person	Phone Number & E-mail	Cert. MBE Y/N	Amount or Percentage of Total Bid
1. Cobb Roofing, Inc.	Roofing	Chase Cobb	863-443-1904 info@cobbroofing@gmail.com	N	60%
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					



License No. CGC031692
Tel: 863-773-3839/Fax: 863-773-3214
401 South Sixth Avenue, Wauchula, Florida 33873

Credit References

Cemex Construction, Inc.
PO Box 552212
Tampa, FL 33655
Phone: 813-269-1014
Fax: 813-269-1032

Wright Express Financial Services
PO Box 6293
Carol Stream, IL 60197-6293
Phone: 800-395-0812
Fax: 207-253-1410

Jahna Concrete, Inc.
104 S. Railroad Ave.
Avon Park, FL 3382
Contact: Freddy Jahna, Owner
Phone: 863-735-1113
Fax: 863-453-5156

Florida Sales & Rental, Inc.
2677 US Hwy 17 N.
Bowling Green, FL 33834
Contact: Danielle Webb
Phone: 863-773-0807
Fax: 863-773-4212

Sam Albritton Electrical Serv., Inc.
Post Office Box 2262
Wauchula, FL 33873
Contact: Sam Albritton, Owner
Phone: 863-781-0377
Fax: 863-773-0763

Vision Ace Hardware
225 East Oak Street
Wauchula, FL 33873
Contact: Jim Moore
Phone: 863-773-3148
Fax: 863-773-4977

Bank Reference:

Wauchula State Bank
Contact: Stephen Heine
Post Office Box 248
Wauchula, FL 33873
Phone: 863-773-4151
Fax: 863-773-0419



License No. CGC031692
Tel: 863-773-3839/Fax: 863-773-3214
401 South Sixth Avenue, Wauchula, Florida 33873

PROJECTS

LAKE PLACID ELEMENTARY – CAFETERIA EXPANSION

LOCATION: LAKE PLACID
Site development and addition to cafeteria at school.
OWNER: HIGHLANDS COUNTY SCHOOL BOARD
ENGINEER: PMS ARCHITECTS
AMOUNT: \$2,797,785.05
SCHEDULED COMPLETION: AUGUST 2022
CONTACT: FRANK BROWN
(863) 471-5645
426 SCHOOL ST
SEBRING, FL 33870

FARM WORKER HOUSING PROJECT

LOCATION: SEBRING, FL
Construction of new bunk houses for a labor camp.
OWNER: LOMAS DEL SOL
ENGINEER: COOL & COBB
AMOUNT: \$2,060,401.27
CONTRACT COMPLETION: JULY 2022
CONTACT: CARL COOL
(863) 657-2323
8415 STATE RD 62
BOWLING GREEN, FL 33834

STREAMSONG GOLF COURSE

LOCATION: BOWLING GREEN, FL
maintenance projects, small ow.
OWNER: STREAMSONG
ENGINEER: STREAMSONG
CONTACT: RON THOMPSON
(813) 347-8510
1000 STREAMSONG DRIVE
BOWLING GREEN, FL 33834



License No. CGC031692
Tel: 863-773-3839/Fax: 863-773-3214
401 South Sixth Avenue, Wauchula, Florida 33873

CONTINUED..

HARDEE SENIOR HIGH SCHOOL & NORTH WAUCHULA ELEMENTARY - BATHROOM REMODEL

LOCATION: WAUCHULA, FL

Remodeling all bathrooms and upgrading plumbing & electrical for schools

OWNER: HARDEE COUNTY SCHOOL BOARD

ENGINEER: HARDEE COUNTY SCHOOL BOARD

AMOUNT: \$213,375.00

COMPLETION DATE: AUGUST 2022

CONTACT: ROB KRAHL

(863) 735-2055

1120 NORTH FLORIDA AVE

WAUCHULA, FL 33873

FISHEATING CREEK CAMPGROUND IMPROVEMENTS

LOCATION: PALMDALE, FL

Site development and utilities for upgrading of RV Park Expansion

OWNER: FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMOUNT: \$1,563,209.44

COMPLETION DATE: APRIL 2020

CONTACT: CINDI VOLZ

(352) 685-6195

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

L. Cobb Construction, Inc., 401 South 6th Avenue, Wauchula, FL 33873
as Principal, hereinafter called the Principal, and

Western Surety Company, 151 North Franklin Street, Chicago, IL 60606
a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter called the Surety, are held
and firmly bound unto

City of Avon Park, 110 East Main Street, Avon Park, FL 33825
as Oblige, hereinafter called the Oblige, in the sum of FIVE Percent of the amount bid

Dollars (\$)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Community Center Roof Replacement, Avon Park, FL

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give
such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of September, 2022.

(Witness)

(Witness)

L. Cobb Construction, Inc.

(Principal)

Western Surety Company

(Surety)

**Paul A. Locascio, Attorney-in-Fact
& Florida Licensed Resident Agent**

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

L Dale Waldorff, Benjamin H French, Pamela L Jarman, Paul A Locascio, K Wayne Walker, Ronald J Hays, Rebekah F Sharp, Trava Ridlon, Individually

of Fort Walton Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of July, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

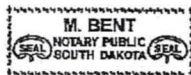
State of South Dakota
County of Minnehaha

} ss

On this 15th day of July, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of September 2022

Form F4280-7-2012



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



License No. CGC031692
Tel: 863-773-3839/Fax: 863-773-3214
401 South Sixth Avenue, Wauchula, Florida 33873

Negligence/Breach of Contract Litigation

L Cobb Construction, Inc currently does not have any ongoing litigation. L Cobb Construction, Inc has not had no litigation history in the past 10 years.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COBB, KERMIT LAVON

L COBB CONSTRUCTION INC
401 S 6TH AVE
WAUCHULA FL 33873

LICENSE NUMBER: CGC031692

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

(863) 773-3131

(863) 773-0773 FAX



126 S 7th Ave
WAUCHULA, FL 33873

Business No.- 2007

BUSINESS TAX
October 1, 2021 – September 30, 2022

This authorizes
L. COBB CONSTRUCTION, INC
to conduct business as a
GENERAL CONTRACTOR
at the following location:
401 S 6TH AVE
within the city limits of Wauchula, Florida

Signed *Sandee Braxton*

Date 1/10/2022

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/03/2021

PRODUCER

Construction Underwriters, Inc
4168 Southpoint Pkwy - Ste 305
Jacksonville, FL 32216THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURED

L. Cobb Construction, Inc.
401 6th Ave.
Wauchula, FL 33873

INSURER A: Amerisure Mutual Ins. Co.

23396

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt Addl Insd <input checked="" type="checkbox"/> Blnkt WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP2110610 Contractual Liab XCU Included Design Services Broad Form PD	12/05/21	12/05/22	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded 1,000 <input checked="" type="checkbox"/> Coll Ded 1,000	CA2110609 Blnkt Addl Insd Blnkt WOS \$10,000 PIP	12/05/21	12/05/22	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CU2110609 Follow Form & XS of GL & Auto	12/05/21	12/05/22	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC211063803	12/31/21	12/31/22	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Rental Equip	CPP2110610	12/05/21	12/05/22	\$500,000/\$1,000,000 Special Form/\$1,000 Ded Including Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

For info only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kimberly Carroll

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
L. COBB CONSTRUCTION, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
401 s 6th Avenue

6 City, state, and ZIP code
Wauchula, FL 33873

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

5	9	-	2	6	2	8	2	1	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶ April 13, 2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

L. COBB CONSTRUCTION, INC.

Filing Information

Document Number H86725
FEI/EIN Number 59-2628213
Date Filed 11/25/1985
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 12/06/2002
Event Effective Date NONE

Principal Address

401 S 6TH AVE
WAUCHULA, FL 33873

Changed: 01/27/1997

Mailing Address

401 S 6TH AVE
WAUCHULA, FL 33873

Changed: 01/27/1997

Registered Agent Name & Address

COBB, LAVON
401 S 6TH AVE
WAUCHULA, FL 33873

Name Changed: 04/07/2010

Address Changed: 01/27/1997

Officer/Director Detail

Name & Address

Title D, T, P

COBB, LAVON
401 S SIXTH AVE
WAUCHULA, FL

Title D, V

COBB, LINDA
401 S SIXTH AVE
WAUCHULA, FL

Title D, S, CEO

COBB, JAMES C
401 S. 6TH AVE
WAUCHULA, FL 33873

Title COO

Cobb, Justin K
401 S 6TH AVE
WAUCHULA, FL 33873

Annual Reports

Report Year	Filed Date
2018	04/10/2018
2019	04/23/2019
2020	03/31/2020

Document Images

03/31/2020 -- ANNUAL REPORT	View image in PDF format
04/23/2019 -- ANNUAL REPORT	View image in PDF format
04/10/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
03/06/2015 -- ANNUAL REPORT	View image in PDF format
04/11/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
03/10/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2010 -- ANNUAL REPORT	View image in PDF format
04/01/2009 -- ANNUAL REPORT	View image in PDF format
05/05/2008 -- ANNUAL REPORT	View image in PDF format
04/11/2007 -- ANNUAL REPORT	View image in PDF format
03/20/2006 -- ANNUAL REPORT	View image in PDF format
03/28/2005 -- ANNUAL REPORT	View image in PDF format
03/22/2004 -- ANNUAL REPORT	View image in PDF format
02/17/2003 -- ANNUAL REPORT	View image in PDF format
12/06/2002 -- Name Change	View image in PDF format
04/22/2002 -- ANNUAL REPORT	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
04/18/2000 -- ANNUAL REPORT	View image in PDF format
03/04/1999 -- ANNUAL REPORT	View image in PDF format

01/20/1998 -- ANNUAL REPORT	View image in PDF format
01/27/1997 -- ANNUAL REPORT	View image in PDF format
04/15/1996 -- ANNUAL REPORT	View image in PDF format
04/17/1995 -- ANNUAL REPORT	View image in PDF format



Welcome
Diana Weems

≡ MENU

Company Information

Company Name

L. Cobb Construction, Inc

Company ID Number

450690

Doing Business As (DBA) Name

--

DUNS Number

147434872

Physical Location

Address 1

401 South Sixth Ave

Address 2

--

City

Wauchula

State

FL

Zip Code

33873

County

HARDEE

Mailing Address

Address 1

Address 2

City

State

Zip Code

Additional Information

Employer Identification Number

592628213

Total Number of Employees

20 to 99

Parent Organization

Administrator

Organization Designation

Employer Category

Federal Contractor with FAR E-Verify Clause

Federal Contractor Category

None of these categories apply

Employees Being Verified

All new hires and all existing employees assigned to a Federal contract

View / Edit

NAICS Code

236 - CONSTRUCTION OF BUILDINGS

[View / Edit](#)

Total Hiring Sites

1

[View / Edit](#)

Total Points of Contact

2

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



Last Login: 08/18/2020 09:49 AM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

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[Accessibility](#)

[Download Viewers](#)



LAVON COBB

President

PROFILE

LAVON COBB STARTED THE BUSINESS IN 1979 AND INCORPORATED AS A GENERAL CONTRACTOR (L. COBB CONSTRUCTION, INC.) IN 1985. OWNED BY LAVON, LINDA, AND CLAY COBB, THE COMPANY HAS ACHIEVED STEADY GROWTH OVER THE PAST 42 YEARS. LAVON CONTINUES TO INSPIRE WITH HIS ENTREPRENEURIAL SPIRIT AND LEADERSHIP ABILITIES, AND HIS ATTENTION TO DETAIL ASSURE A REFINED CLIENT EXPERIENCE. THE COMPANY WAS FOUNDED UPON WHILE ALWAYS UTILIZING SELF-EVALUATION TO ENSURE THAT WE ARE BETTER TOMORROW THAN WE WERE TODAY.

Contact

PHONE:

O: 863-773-3839

WEBSITE:

<https://cobbsitedevelopment.com>

<https://lcobbconstruction.com>

EMAIL:

Lavon@LCobbConstruction.com

LICENSES & CERTIFICATIONS

Licenses:

FL State License: Certified General Contractor (CGC)

FL State License: Home and Property Inspector

Certifications:

MSHA Certificate

Florida Phosphate Producer Certificate (FPP card)

WORK EXPERIENCE

L Cobb Construction Inc. & Cobb Site Development - President

1984 - Present

Has established and continued to grow commercial construction company specializing in design/build and construction management projects. Projects completed have included multi-million dollar vertical and site construction projects, utilizing various funding sources including FAA and FDOT. All projects to date have been completed and without liquidated damages. Project completion and accelerated scheduling has been accomplished through utilization of internal self-performance of all site, concrete, and carpentry aspects of the projects.

Lavon Cobb Construction Inc. - Owner

1979 - 1984

Established concrete and masonry business specializing in foundation construction and CMU wall construction. Work during this period included various residential and commercial construction projects as sub-contractor

COMMUNITY INVOLVEMENT

- *City of Wauchula Airport Authority, Chairman*
- *Florida's First Assembly of God Church, Deacon, 13 Years*
- *Hardee County Chamber of Commerce, Past Vice-Chair*
- *Hardee County Economic Development Council, Past Board Member*
- *Hardee County Industrial Development Authority, Past Board Chair*
- *Hardee County Licensing Board, Board Member*
- *Hardee County YMCA, Past Chair 2 Terms*
- *Rotary Club of Hardee County, Charter Member, Past President 2 Terms - Rotarian of the Year in 2013*



CLAY COBB

Chief Executive Officer
(CEO)

PROFILE

My goal is to have satisfied customers by completing projects on schedule and within budget. Relationships are the key, and a satisfied customer is our best advertisement.

Key components I bring to every project are:

- Formulating strategy
- Improving performance
- Procuring resources
- Securing compliance

CONTACT

PHONE:

O: 863-773-3839

WEBSITE:

<https://cobbsitedevelopment.com>

<https://lcobbconstruction.com>

EMAIL:

Clay@LCobbConstruction.com

LICENSES & CERTIFICATIONS

Licenses:

FL State License: Certified General Contractor (CGC)

FL State License: Certified Underground Utility and Excavation Contractor

FL State License: Building Contaminant (Mold) Remediator and Assessor

FL State License: EPA/RRP Lead Renovator

FL State License: Home and Property Inspector

Certifications:

OSHA Construction Safety & Health Certification

MSHA Certificate

FL Advanced Work Zone Traffic Control Certificate

FL DOT Office of Motor Carrier Compliance Safety Training Certificate

Powered Industrial Lift Truck Trainer Certification

Florida Phosphate Producer Certificate (FPP card)

TWIC Card

WORK EXPERIENCE

Cobb Site Development Inc. - CEO

2005 - Present

Responsible to oversee the company's ongoing operations and procedures. Works directly with other management teams members. Assists with decision making regarding the over-all strategy and direction of the company.

L Cobb Construction Inc. - CEO

2005 - Present

Responsible for over-all strategy and direction of the Company, developing and supporting the day-to-day management team. Decision making concerning allocating capital and the company's priorities.

Florida Sales and Rental, Inc. dba Grand Rental - CEO

2008 - Present

Responsible for over-all strategy and direction of the Company, developing and supporting the day-to-day management team including the General Manager. Decision making concerning allocating capital and the company's priorities.

COMMUNITY INVOLVEMENT

- **Hardee County YMCA Board of Directors** since 2008 - President since 2013
- **Hardee County Chamber of Commerce** since 2008 - President from 2015 - 2016
- **Fort Meade Chamber of Commerce Board of Directors** since 2015
- **Sarasota Family YMCA, Board of Directors** since 2013
- **Member Florida's First Assembly of God Church in Wauchula**



KYLE COBB

Chief Operating Officer
(COO)

PROFILE

My goal is to have satisfied customers by completing projects on schedule and within budget. Relationships are the key, and a satisfied customer is our best advertisement.

Key components I bring to every project are:

- Formulating strategy
- Improving performance
- Procuring resources
- Securing compliance

CONTACT

PHONE:

O: 863-773-3839

WEBSITE:

<https://cobbsitedevelopment.com>

EMAIL:

Kyle@LCobbConstruction.com

EDUCATION & CERTIFICATIONS

University of South Florida

Muma College of Business

2008 – 2011

Bachelor of Science: Marketing & Management

Certifications:

MSHA Certificate – 2012

Florida Phosphate Producer Certificate (FPP card) - 2012

TWIC Card - 2012

Community Involvement:

Hardee County YMCA, Board Member

Hardee County Youth Sports – Vice President

WORK EXPERIENCE

Cobb Site Development Inc. / L Cobb Construction Inc.

COO & Project Manager

2012 – Present

I coordinate and oversee scheduling and progress of projects. Assist with estimates to customers for L. Cobb Construction and Cobb Site development. I am also responsible for budgets and job costs associated with L. Cobb Construction and Cobb Site Development projects. I personally assist Clay Cobb with day-to-day operations-scheduling of manpower and equipment. Assist project superintendents with all aspects of onsite project coordination and supervision. I am a liaison between field operations and clients. Other duties and responsibilities include procurement and sub-contract coordination.

MAJOR PROJECTS COMPLETED

- *Seminole Tribe of Florida – Lakeland Trust Infrastructure & Land Development Entryway*
- *Amazon - KLAL Gateway*
- *City of Winter Haven – Downtown Streetscape Improvements*
- *Mosaic – Ona Compound Phase 1 & 2*



BILL JERNIGAN

Project Coordinator/ Estimator

PROFILE

My goal is to have satisfied customers by completing projects on schedule and within budget. Relationships are the key, and a satisfied customer is our best advertisement.

Key components I bring to every project are:

- Formulating strategy
- Improving performance
- Procuring resources
- Securing compliance

Contact

PHONE:

O: 863-773-3839

WEBSITE:

<https://cobbsitedevelopment.com>

<https://lcobbconstruction.com>

EMAIL:

Bill@lcobbconstruction.com

LICENSES & CERTIFICATIONS

Certifications:

MSHA Certificate

Florida Phosphate Producer Certificate (FPP card)

Education:

B.S. University of Florida

WORK EXPERIENCE

L Cobb Construction Inc. – Project Coordinator/Estimator

2005 – Present

Management of company resources to establish new projects through owner contact, negotiations, estimating and bidding. Responsibilities also include establishment of budgets, schedules, interpretation of technical specifications and adherence to these items within all projects.

Helena Chemical Company – Sales representative

2003-2005

Managed client relations acquired through purchase of Lykes Agri Sales, Inc. within central Florida region. Established utilization of GEO reference data collection for various aspects of business.

Overlook Groves, Inc – Management Consultant

1998 – 2005

Guided management team in all aspects of business to create improved efficiency and increased profitability.

Lykes Agri Sales, Inc – Sales Representative

1995-2003

Established and managed client base through out West Central Florida through personal contact and implementation of improved technical additions to current business programs.

Ward's Nursery, Inc – Management Consultant

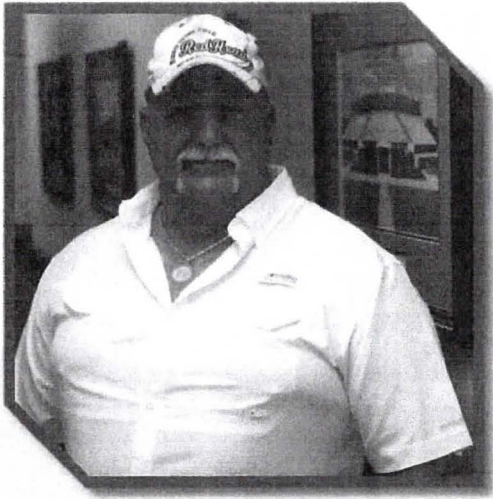
1998-2001

Worked with owner to evaluate current business programs, also to establish and train new management team.

C. Elton Crews, Inc – Production Manager

1985-1995

Managed all aspects of business production including personnel management, planning, budgeting, equipment needs/maintenance and adherence to rules of regulatory agencies.



JERRY SCONYERS

Superintendent

PROFILE

My goal is to have satisfied customers by completing projects on schedule and within budget. Relationships are the key, and a satisfied customer is our best advertisement.

Key components I bring to every project are:

- Formulating strategy
- Improving performance
- Procuring resources
- Securing compliance

Contact

PHONE:

O: 863-773-3839

WEBSITE:

<https://cobbsitedevelopment.com>

<https://lcobbconstruction.com>

EMAIL:

jerry@lcobbconstruction.com

LICENSES & CERTIFICATIONS

Certifications:

MSHA Card

Florida Phosphate Producer Certificate (FPP card)

Education:

WORK EXPERIENCE

L Cobb Construction Inc. – Superintendent

2011 – Present

Responsible for coordinating all aspects of various projects from start to final punch out. Proven in fast-track comprehensive construction methods and scheduling.

Infinity Structures – Owner

2008-2011

Self Employed-Infinity Structures erection of metal building and general construction services.

Vehicare Inc – Superintendent

2003-2008

Based at Mosaic/SO. Ft Meade plant, handled all fleet maintenance on heavy equipment.

Pat Carlton Construction, Inc – Superintendent

1999-2003

General construction Services, Concrete and Metal Building Erection

L Cobb Construction, Inc – Superintendent

1994-1999

Responsible for coordinating all aspects of various projects from start to final punch out. Proven in fast-track comprehensive construction



THOMAS KELLEY

Operations Manager

PROFILE

My goal is to have satisfied customers by completing projects on schedule and within budget. Relationships are the key, and a satisfied customer is our best advertisement.

Key components I bring to every project are:

- Formulating strategy
- Improving performance
- Procuring resources
- Securing compliance

CONTACT

PHONE:

O: 863-773-3839

C: 863-448-3734

WEBSITE:

<https://cobbsitedevelopment.com>

EMAIL:

Operations@LCobbConstruction.com

EDUCATION & CERTIFICATIONS

Winter Haven Highschool

2007 - 2011

Polk State College

2011 - 2012

Certifications:

HDD Operating School – 2018

Confined Space Entry Supervisor & Rescue

FDOT Traffic Control (Intermediate)

OSHA 30

WORK EXPERIENCE

Cobb Site Development Inc. / L Cobb Construction Inc.

Operations Manager

2020 – Present

I work hand-in-hand with the project team to create a mutual understanding of the project strategy based on the requirements of the job. I conduct in-depth reviews and analysis of all project or contract documents to be familiar with every detail and/or requirements. I assist in the maintenance, development, and enhancement of the company's relationship with contractors in a bid to produce strategic partnership. I also train and mentor employees in areas of project management and estimating.

I am Cobb Site Developments EEO Officer, and ensure compliance and fairness remains priority. I am also involved with the estimating of projects, subcontract developments, and purchase order logs.

Quanta Services - Project & Operations Manager

2017– 2020

I started the company as a field supervisor learning and managing subcontractors' production as well as project deadlines. After one year, I was then promoted to Project & Operations Manager. I oversaw and managed the entirety of a 400-mile telecommunications project in Jacksonville, FL for MCI Metro. As a team, we completed every phase on schedule and stayed within budget. I was then granted the responsibility for the oversight and decision making for projects in North Carolina, Wisconsin, Miami, and Tallahassee.

Telcom Construction – Foreman / Supervisor

2015–2018

During my time at Telcom I received my CDL-A, learned how to operate machines, read & understand plans and drawings, and I learned how to splice copper & fiber lines.

Machines I learned to operate are:

- Ditch Witch JT20 & JT40 Drills
- Mini Excavator
- Backhoe
- Skid-Steer with multiple attachments

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CITY OF AVON PARK, FLORIDA
Bid Cover Sheet
Page 1 of 2

Bidder/Company Name (Capitalize): L COBB CONSTRUCTION
 Date Submitted: 9/1/2022 Bid Opening Date: 9/1/2022

Project Identification: BID # 22-06
 Formal Bid Name: Community Center Roof Replacement
As per sunbiz.org:

Entity Name: L Cobb Construction, Inc
 Business Address: 401 South 6th Ave, Wauchula, FL 33873
 Authorized Signor: Clay Cobb Title: CEO
 Phone Number: 863-773-3839 E-Mail Address: operations@lcobbconstruction.com

Bidder's rep: Thomas Kelley Business phone: 863-773-3839 Cell phone: 863-448-3734

In submitting this Bid, Bidder makes all representations required by the Bid Documents and further warrants and represents that Bidder has examined copies of all the Bid Documents and of the following addenda:

No. <u>1</u>	Dated: <u>Addendum 1</u>	No. <u> </u>	Dated: <u> </u>
No. <u>2</u>	Dated: <u>Addendum 2</u>	No. <u> </u>	Dated: <u> </u>
No. <u>3</u>	Dated: <u>Addendum 3</u>	No. <u> </u>	Dated: <u> </u>

WILL PROVIDE CONTINUITY OF OPERATION DURING EMERGENCY? Yes ☐ No ☐

The undersigned, as Bidder, hereby declares that no person or persons other than the undersigned are interested in this Invitation To Bid as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined all the Bid Documents and with full knowledge of all conditions under which the goods or services herein are contemplated must be furnished, hereby propose and agree to furnish the goods or services according to the requirements set out in the Bid Documents for said goods or services for the prices as listed on the subsequent pages.

Taxpayer Identification Number: 59-2628213

(1) Employer Identification Number -or- (2) Social Security Number*

* The City of Avon Park collects your social security number/or tax reporting purposes

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY AN AUTHORIZED CORPORATE AUTHORITY. If that person is not the President, CEO, or Partner, this form shall be accompanied by the Company's **CORPORATE RESOLUTION** authorizing the signor.

Signed this 1st day of September, 20 22 :

Witnesses:
 Signed: [Signature]
 Print name: Thomas Kelley

L Cobb Construction, Inc
 Corporate Name Printed

Signed: [Signature]
 Print name: Candie Beckman

By: [Signature]
 Printed name and title: Clay Cobb, CEO

Company Submitting Bid: L Cobb Construction, Inc
 Bid # 22-06 Bid Name: Community Center Roof Replacement

CITY OF AVON PARK, FLORIDA
Bid Cover Sheet
Page 2 of 2

For providing the construction services stated in the Bid Documents, the bid is:

Two Hundred Eight Thousand Forty Six Dollars and 53/100 - \$208,046.53

Details, caveats and limitations (reference separate sheet if necessary):

1. Project limit contains up to 10 sheets of plywood. After 10 sheets are used,
each additional sheet of plywood will be \$107.57
2. Any Framing member or Fashia work needed on the roof will be considered additional work.
The price for this work will be \$6.01 per LF.
3. _____

FORM #10
CONTRACTOR/VENDOR REFERENCES

Name of company submitting bid: L Cobb Construction, Inc
Name of Company Contact Person: Clay Cobb

References

<p>Contact Person: <u>Please see attached</u> Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
<p>Contact Person: _____ Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
<p>Contact Person: _____ Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
<p>Contact Person: _____ Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
<p>Contact Person: _____ Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>
<p>Contact Person: _____ Title: _____</p> <p>Phone Number: _____ E-Mail: _____</p> <p>Company Name: _____</p> <p>Address: _____</p>



License No. CGC031692
Tel: 863-773-3839/Fax: 863-773-3214
401 South Sixth Avenue, Wauchula, Florida 33873

PROJECTS

LAKE PLACID ELEMENTARY – CAFETERIA EXPANSION

LOCATION: LAKE PLACID
Site development and addition to cafeteria at school.
OWNER: HIGHLANDS COUNTY SCHOOL BOARD
ENGINEER: PMS ARCHITECTS
AMOUNT: \$2,797,785.05
SCHEDULED COMPLETION: AUGUST 2022
CONTACT: FRANK BROWN
(863) 471-5645
426 SCHOOL ST
SEBRING, FL 33870

FARM WORKER HOUSING PROJECT

LOCATION: SEBRING, FL
Construction of new bunk houses for a labor camp.
OWNER: LOMAS DEL SOL
ENGINEER: COOL & COBB
AMOUNT: \$2,060,401.27
CONTRACT COMPLETION: JULY 2022
CONTACT: CARL COOL
(863) 657-2323
8415 STATE RD 62
BOWLING GREEN, FL 33834

STREAMSONG GOLF COURSE

LOCATION: BOWLING GREEN, FL
maintenance projects, small ow.
OWNER: STREAMSONG
ENGINEER: STREAMSONG
CONTACT: RON THOMPSON
(813) 347-8510
1000 STREAMSONG DRIVE
BOWLING GREEN, FL 33834



License No. CGC031692
Tel: 863-773-3839/Fax: 863-773-3214
401 South Sixth Avenue, Wauchula, Florida 33873

CONTINUED..

HARDEE SENIOR HIGH SCHOOL & NORTH WAUCHULA ELEMENTARY - BATHROOM REMODEL

LOCATION: WAUCHULA, FL

Remodeling all bathrooms and upgrading plumbing & electrical for schools

OWNER: HARDEE COUNTY SCHOOL BOARD

ENGINEER: HARDEE COUNTY SCHOOL BOARD

AMOUNT: \$213,375.00

COMPLETION DATE: AUGUST 2022

CONTACT: ROB KRAHL

(863) 735-2055

1120 NORTH FLORIDA AVE

WAUCHULA, FL 33873

FISHEATING CREEK CAMPGROUND IMPROVEMENTS

LOCATION: PALMDALE, FL

Site development and utilities for upgrading of RV Park Expansion

OWNER: FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMOUNT: \$1,563,209.44

COMPLETION DATE: APRIL 2020

CONTACT: CINDI VOLZ

(352) 685-6195

ITB #22-06 Community Center Roof

Reference Check for L. Cobb Construction

(Projects)

1. Lake Placid Elementary- Cafeteria Expansion 2022
Contact: Frank Brown, 863-471-5645
This project is wrapping up now. Everything went well. Will use vendor again.

2. Farm Worker Housing Project 2022
Contact: Carl Cool, 863-657-2323
L. Cobb Construction is a very good firm. We have done a lot of work with them. They have also done many projects for the City as well as Highlands County. Their communication is very good and they should do a fine job for the City.

3. Streamsong Golf Course Long-term and ongoing
Contact: Ron Thompson, 813-347-8510
Vendor has completed a several buildings on the golf course, from the original building until 2022. Vendor has done a great job and has been responsive to issues that come up.
Vendor has great communication and has helped with emergencies.

4. Hardee Senior High School & North Wauchula Elementary- Bathroom Remodel 2022
Contact: Rob Krah, 863-735-2055
Rob Krah is on vacation. I spoke with Doug Stephens. Vendor has done everything they were supposed to do. Vendor made it a priority to be helpful. Was very good at communicating to resolve issues. Would look forward to working with Vendor again.

5. Fisheating Creek Campground Improvements 2020
Contact: Cindi Volz, 352-685-6195
She is only allowed to answer Yes/No questions.
Did L. Cobb Construction work with you on Fisheating Creek Campground Improvements? Yes.
Were they competent and proficient in their work? Yes.
Were they timely in their work? Yes.
When issues arose, were they responsive in their communications and actions? Yes.
Would you be willing to work with them again? Yes.

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CITY OF AVON PARK, FLORIDA

Bid Cover Sheet

Page 1 of 2

Bidder/Company Name (Capitalize): Clyde Johnson Contracting + Roofing Inc
 Date Submitted: 9-8-22 Bid Opening Date: _____

Project Identification: BID # 22-06

Formal Bid Name: _____

As per sunbiz.org:

Entity Name: Clyde Johnson Contracting + Roofing IncBusiness Address: 206 LOTUS ST. CLEARWATER FL 33440Authorized Signor: Clyde Johnson Title: President / ownerPhone Number: 863-233-1641 E-Mail Address: Justin.Emis@Johnsongroup.sldn1Bidder's rep: Justin Emis Business phone: 863-233-2266 Cell phone: 863-233-1641

In submitting this Bid, Bidder makes all representations required by the Bid Documents and further warrants and represents that Bidder has examined copies of all the Bid Documents and of the following addenda:

No. <u>1</u>	Dated: <u>See Attached</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>See Attached</u>	No. _____	Dated: _____
No. <u>3</u>	Dated: <u>See Attached</u>	No. _____	Dated: _____

WILL PROVIDE CONTINUITY OF OPERATION DURING EMERGENCY? Yes ☐ No ☐

The undersigned, as Bidder, hereby declares that no person or persons other than the undersigned are interested in this Invitation To Bid as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined all the Bid Documents and with full knowledge of all conditions under which the goods or services herein are contemplated must be furnished, hereby propose and agree to furnish the goods or services according to the requirements set out in the Bid Documents for said goods or services for the prices as listed on the subsequent pages.

Taxpayer Identification Number: 58-2314864

(1) Employer Identification Number -or- (2) Social Security Number*

* The City of Avon Park collects your social security number/or tax reporting purposes

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY AN AUTHORIZED CORPORATE AUTHORITY. If that person is not the President, CEO, or Partner, this form shall be accompanied by the Company's **CORPORATE RESOLUTION** authorizing the signor.

Signed this 7th day of September, 2022:

Witnesses:

Signed: _____
Print name: Justin Emis

Clyde Johnson Contracting + Roofing
Corporate Name Printed

Signed: Clyde Johnson
Print name: Clyde JohnsonBy: Clyde Johnson
Printed name and title: Clyde Johnson President / owner

Company Submitting Bid: Clyde Johnson Contracting + Roofing Inc
 Bid # 22-06 Bid Name: Community Center Roof Replacement

CITY OF AVON PARK, FLORIDA
Bid Cover Sheet
Page 2 of 2

For providing the construction services stated in the Bid Documents, the bid is: *XXXXX* dollars and 00/100 (*\$XXXX.00*).

Details, caveats and limitations (reference separate sheet if necessary):

1. _____

2. _____

3. _____

\$ 207,478.00

Two Hundred + Seven Thousand, Four Hundred
+ Seventy Eight Dollars ———— ⁰⁰/₁₀₀

FORM #10
CONTRACTOR/VENDOR REFERENCES

Name of company submitting bid: Apple Johnson Contracting + Roofing
Name of Company Contact Person: JUSTIN ENNIS

References

① Contact Person: Bev Garner Title: Procurement Director
Phone Number: 863-381-3031 E-Mail: Bev@SEBRING-Airport.com
Company Name: Sebring Airport Authority
Address: 128 Authority Lane Sebring, FL 33870

② Contact Person: Cindy Dana Title: Production Director
Phone Number: 239-707-3442 E-Mail: Cindy.dana@LipmanFamilyFarms.com
Company Name: Lipman Family Farms
Address: 35 New Market Road, Immokalee, FL

③ Contact Person: Cole Rankin Title: Owner
Phone Number: 863-202-6845 E-Mail: CRANKIN@SWG.com
Company Name: Southwood Garage Doors
Address: 3922 Kenilworth Blvd, Sebring, FL 33870

④ Contact Person: Ben Casey Title: President/owner
Phone Number: 281-216-2865 E-Mail: BenCasey@USRoofing.com
Company Name: US Roofing
Address: 404 Fremax Ave. Sidell, LA 70458

Contact Person: _____ Title: _____
Phone Number: _____ E-Mail: _____
Company Name: _____
Address: _____

Contact Person: _____ Title: _____
Phone Number: _____ E-Mail: _____
Company Name: _____
Address: _____

ITB #22-06 Community Center Roof Replacement

Reference check for Clyde Johnson Contracting and Roofing

1. Beverly Glarner, Procurement Director, Sebring Airport Authority. 863-381-3031.
Awarded RFP to Clyde Johnson Contracting and Roofing for major building roof replacement in 2021. Has used many roofing companies in the past but Clyde Johnson is the best. They are on-time and responsive. The guys doing the work are competent. Would use again.
2. Cindy Dana, Production Director, Lipman Family Farms. 239-707-3442.
Clyde Johnson Contracting and Roofing has worked intensively with us since 2017 when we sustained extensive hurricane damage. Since then, we have chosen them for all of our roofing jobs. They are reliable and responsive.
3. Cole Rankin, Owner, Southwood Garage Doors. 863-202-6845.
They are a very good company. They are very good at being on-time. Their prices are competitive. They are very responsive and communication is easy. They work very fast. We used them in 2022 after the hail storm for residential roof replacement. On-site guys are clean and organized.
4. Ben Casey, President, U.S. Roofing. 281-216-2865.
Clyde Johnson Contracting and Roofing is a full-service subcontractor for us. They have been pretty good. No issues. We use them periodically.

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CITY OF AVON PARK, FLORIDA

Bid Cover Sheet

Page 1 of 2

Bidder/Company Name (Capitalize): SIMPSON CONSTRUCTION & ROOFING
Date Submitted: 9/8/2022 Bid Opening Date: 9/8/2022

Project Identification: BID # ITB 22-06

Formal Bid Name: Community Center Roof

As per sunbiz.org:

Entity Name: Simpson Construction & Roofing

Business Address: 113 E Elm St Avon Park FL 33825

Authorized Signor: Thomas Simpson Title: President

Phone Number: 863-443-0710 E-Mail Address: Thomas@simpsonconstructionandroofing.com

Bidder's rep: Thomas Business phone: 863-443-0710 Cell phone: 863-443-0710

In submitting this Bid, Bidder makes all representations required by the Bid Documents and further warrants and represents that Bidder has examined copies of all the Bid Documents and of the following addenda:

No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

WILL PROVIDE CONTINUITY OF OPERATION DURING EMERGENCY? Yes ☐ No ☐

The undersigned, as Bidder, hereby declares that no person or persons other than the undersigned are interested in this Invitation To Bid as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined all the Bid Documents and with full knowledge of all conditions under which the goods or services herein are contemplated must be furnished, hereby propose and agree to furnish the goods or services according to the requirements set out in the Bid Documents for said goods or services for the prices as listed on the subsequent pages.

Taxpayer Identification Number: 52-2312966

(1) Employer Identification Number -or- (2) Social Security Number*

* The City of Avon Park collects your social security number/or tax reporting purposes

ALL BIDS MUST BE SIGNED. SEALED AND EXECUTED BY AN AUTHORIZED CORPORATE AUTHORITY. If that person is not the President, CEO, or Partner, this form shall be accompanied by the Company's **CORPORATE RESOLUTION** authorizing the signor.

Signed this 8th day of Sept, 20 22:

Witnesses:

Signed: Thomas Simpson

Print name: Thomas Simpson

Simpson Construction & Roofing

Corporate Name Printed

Signed: _____

Print name: _____

By: Thomas Simpson

Printed name and title: Thomas Simpson - owner

Company Submitting Bid: Simpson Construction & Roofing

Bid # 22-06 Bid Name: Community Center Roof

CITY OF AVON PARK, FLORIDA

Bid Cover Sheet

Page 2 of 2

For providing the construction services stated in the Bid Documents, the bid is: XXXXX dollars and 00/100 (\$XXXX.00).

Details, caveats and limitations (reference separate sheet if necessary):

1. One Hundred Thirty Thousand \$130,000.00
2. _____
3. _____

FORM #10
CONTRACTOR/VENDOR REFERENCES

Name of company submitting bid: Simpson Const. & Roofing
Name of Company Contact Person: Thomas Simpson

References

<p>Contact Person: <u>City of Ann Park</u> Title: _____ Phone Number: _____ E-Mail: _____ Company Name: _____ Address: _____</p>
<p>Contact Person: <u>Mila Beris</u> Title: _____ Phone Number: _____ E-Mail: _____ Company Name: <u>Beris Const.</u> Address: _____</p>
<p>Contact Person: _____ Title: _____ Phone Number: _____ E-Mail: _____ Company Name: _____ Address: _____</p>
<p>Contact Person: _____ Title: _____ Phone Number: _____ E-Mail: _____ Company Name: _____ Address: _____</p>
<p>Contact Person: _____ Title: _____ Phone Number: _____ E-Mail: _____ Company Name: _____ Address: _____</p>
<p>Contact Person: _____ Title: _____ Phone Number: _____ E-Mail: _____ Company Name: _____ Address: _____</p>

*Brick
Council chambers
X - hangar at
airport*

ITB #22-06 Community Center Roof Replacement

Reference Check for Simpson Construction and Roofing

1. City of Avon Park, No name provided. Brickell, Council Chambers, Hangars at Airport.
2. Mike Bevis, Bevis Construction. No phone number provided.

Agenda Item Summary

Date of Action: September 26, 2022

Subject: Roadway Resurfacing on South Verona Avenue from Hal McRae Blvd to East Cornell Street

Item No.: D-15

Placed on Agenda by: Public Works Supervisor, David Roberts and Public Works Director, Rick Reed

Staff Review: Yes

Attorney Review:

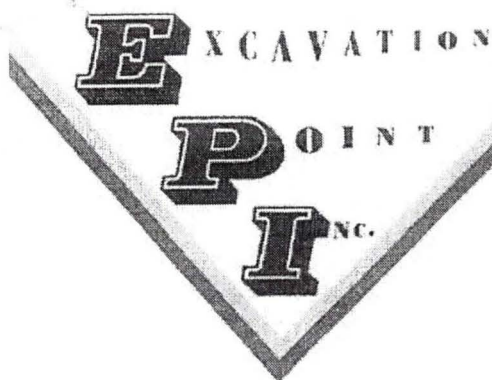
Recommended Motion(s): Approve expenditure of \$35,530.00 for Roadway Resurfacing of South Verona Avenue - from Hal McRae Blvd to East Cornell Street by Excavation Point Inc.

Documentation:

- EPI Quote
- EPI contract with City of Sebring for Infrastructure Repair
- Contract extension through February 28, 2023
- Contract Price List

Background:

The funds are included in this FY budget through the infrastructure surtax. The City is piggy-backing on Excavation Point Inc.'s contract with the City of Sebring.



City of Avon Park
Attn: Dave Roberts
110 East Main Street
Avon Park, Florida 33825
Email droberts@avonpark.city

Proposal
09/07/2022

Roadway Resurfacing

#1 Church St: Both sides and drive around loop at Donaldson Park boat ramp and pavement leading down to ramp, excludes signage and striping.

Item No. 15 – HMA Overlay S-III

Approx: 152.00 @ \$ 116.00 TN \$ 17,632.00

Item No. 16 – Mill Road 1" Thick

Approx: 200.00 @ \$ 5.50 SY \$ 1,100.00

Item No. 20 – Grade Swale & Remove Excess Material 5-10 Miles From Job

Approx: 48.00 @ \$ 20.00 CY \$ 960.00

Item 38 - Subcontractor & Materials (13%)

Maintenance of Traffic \$731 x 13% \$ 825.00

SUBTOTAL \$ 20,517.00

#2 S Verona Ave: From Hal McRae Blvd to E Cornell St, excludes signage and striping.

Item No. 15 – HMA Overlay S-III

Approx: 280.00 @ \$ 116.00 TN \$ 32,480.00

Item No. 16 – Mill Road 1" Thick

Approx: 200.00 @ \$ 5.50 SY \$ 1,100.00

Item No. 20 – Grade Swale & Remove Excess Material 5-10 Miles From Job

Approx: 48.00 @ \$ 20.00 CY \$ 960.00

Item 38 - Subcontractor & Materials (13%)

Maintenance of Traffic \$876 x 13% \$ 990.00

SUBTOTAL \$ 35,530.00

#3 N Verona Ave: From E Palmetto St to E Raymond St, excludes signage and striping.

Item No. 15 – HMA Overlay S-III

Approx: 125.00 @ \$ 116.00 TN \$ 14,500.00

Item No. 16 – Mill Road 1" Thick

Approx: 200.00 @ \$ 5.50 SY \$ 1,100.00

Item No. 20 – Grade Swale & Remove Excess Material 5-10 Miles From Job

Approx: 48.00 @ \$ 20.00 CY \$ 960.00

Item 38 - Subcontractor & Materials (13%)

Maintenance of Traffic \$731 x 13% \$ 825.00

SUBTOTAL \$ 17,385.00

JOHN C. SHOOP, MAYOR

COUNCIL:

CHARLIE LOWRANCE, PRESIDENT

TOM DETTMAN, PRO-TEMPORE

LENARD CARLISLE

SCOTT STANLEY

MARK STEWART



368 SO. COMMERCE AVE.

SEBRING, FL 33870

(863) 471-5100

(863) 471-5142(FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

PENNY ROBINSON, CGFO
FINANCE DIRECTOR

Via Email: mail@excavationpoint.com

March 1, 2019

Mr. Tal Rancourt
Excavation Point, Inc.
7944 S. George Blvd.
Sebring, FL 33875

RE: Contract for Infrastructure Construction and Repair

Dear Tal:

Attached please find one fully executed copy of the above referenced contract. The City looks forward to continue working with Excavation Point, Inc. on various Infrastructure Projects.

Should you have any question, please let us know.

Thank you,

Sincerely,

Scott Noethlich
City Administrator

BSN:rp

cc: City Clerk copy via email
Purchasing Agent original copy
Public Works Direct copy via email
Utility Director copy via email

CONTRACT

(Infrastructure Construction/Repair)

THIS IS AN AGREEMENT between the **CITY OF SEBRING**, a Florida municipal corporation (herein called "City") and **EXCAVATION POINT, INC.**, a Florida corporation (herein called "Contractor").

1. **PREMISE.** City solicited sealed bids for certain infrastructure construction and repair services. Contractor submitted the lowest and best bid and City would like for Contractor to perform the work and Contractor would like to do so on the terms and conditions set forth herein.
2. **WORK.** Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary for the infrastructure construction and maintenance, including roadway construction, grading site work, drainage and underground utility construction projects described in Invitation to Bid ITB #19-002 (herein collectively called the "Project" or the "Work") and all in accordance with the conditions and prices stated in this contract, Invitation to Bid ITB #19-002, applicable rules and regulations, Amended Official Bid Form and the Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents"). Contractor understands that this Work will be on an as-needed basis.
3. **CONTRACT PRICE.** City shall pay to Contractor the bid price for the Work based per linear foot, square yard, cubic yard, ton, each item, hour and/or day as described in Contractor's Bid ITB #19-02 Amended Official Bid Form.
4. **PAYMENT AND TERM.** City shall pay Contractor upon completion of each individual Project requested by the City. Upon Contractor's application for payment, the Public Works Director, or his designee, will make an inspection and, if he finds the Work is acceptable under the contract, will submit the payment request to the City Administrator. All payments must be approved by the City Council. To be considered for payment at any meeting, the invoice must be signed by the department head of each location and received by Accounts Payable at least one week prior to a City Council meeting. City's payments shall be in accordance with the Local Government Prompt Payment Act, *Fla. Stat.* 218.70, et seq. This contract is for a two (2) year term beginning MARCH 1, 2019 and ending FEBRUARY 28, 2021. This contract may be extended for three additional one (1) year terms upon mutual agreement of the parties with a maximum annual CPI increase of 3%.
5. **INSPECTION AND CORRECTION OF SERVICES.** All Work by Contractor will be monitored by the City Public Works Director, or his designee, from time to time. Contractor shall notify the Public Works Director of completion of the Work within twenty-four hours after such completion. The Public Works Director will then inspect the Work and, if he finds that it has not been satisfactorily done, said Work shall be promptly corrected by Contractor, at Contractor's expense.
6. **CLEAN-UP AND REMOVAL OF DEBRIS.** Contractor shall daily keep the site in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations.

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

8. **WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including any specifications, plans and drawings provided to Contractor. Contractor shall complete the entire Project to the satisfaction of City. During construction, Contractor shall be responsible for the protection of all existing paving, buildings, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the construction.

9. **LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Work and the protection of persons and property.

10. **PRECONSTRUCTION INSPECTION.** Contractor has undertaken such inspections as it deems necessary to undertake the Project at the contract price set forth in paragraph 3.

11. **INTENTIONALLY BLANK.**

12. **TERMINATION OF CONTRACT.** City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of failure to perform any material provision or portion of the Contract Documents, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the Project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to the City.

13. **INDEPENDENT CONTRACTOR.** The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of the City.

14. **INSURANCE.** Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and approved by City:

- A. **COMPREHENSIVE GENERAL LIABILITY - OCCURRENCE FORM REQUIRED:** Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability

for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

- B. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.
- C. WORKERS' COMPENSATION: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws, The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- D. EVIDENCE OF INSURANCE: The Contractor shall furnish the City with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the City before the commencement of any work activities.

15. SUBCONTRACTS. A portion of the Project may be performed under subcontracts, and Contractor shall require that each subcontractor agree to the provisions of this agreement applicable to the Work performed by such subcontractor, including, but not limited to, insurance requirements except for excess/umbrella coverage, compliance with laws and indemnification of City. City retains the right to refuse a subcontractor for reasonable cause, to review Contractor's agreements with subcontractors upon request and require changes to such subcontractor agreements as City deems necessary. City shall not be obligated to pay any subcontractor under any circumstance.

16. NOTICES. Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

Contractor:
Tal Rancourt, President
Excavation Point, Inc.
7944 S. George Blvd.
Sebring, FL 33875

City:
City Administrator
City of Sebring
368 South Commerce Avenue
Sebring, FL 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in their address.

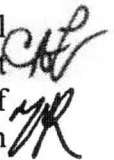
17. **ASSIGNMENT.** Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of City.

18. **ACCEPTANCE AND WARRANTY.** Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. Contractor warrants to City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and Contractor shall promptly repair or replace the defective Work. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither City nor its agents shall be responsible for discovering deficiencies in such services or documents.

18.1 The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

18.2 Unless a longer period is otherwise provided in the Contract Documents, Contractor warrants that the Work for each individual Project shall be free from defects in material and workmanship at the time of final completion and for a period of one (1) year from the date of final completion. Contractor shall promptly repair all defects at Contractor's expense. The term "defects" shall not be construed as embracing damage arising from City's misuse or negligence, acts of God or normal wear and tear.

18.3 City is entitled to the benefit of all manufacturer warranties. Contractor shall cooperate with City and its agents regarding manufacturer warranties, defects or claims which City may have in connection with the Project.

19. **CORRECTION OF WORK.** Prior to the date of final completion, Contractor shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such defective Work. If, within ~~five~~ ^{ONE} years after the date of final completion or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall correct it promptly after request from City to do so. 

20. **DAMAGE TO PROPERTY.** Contractor agrees that all City or third party owned property that is damaged by Contractor's personnel or equipment shall be promptly repaired or replaced, at Contractor's expense.

21. **TAXES.** Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement, and such costs shall not be considered in addition to the Contract Price.

22. PERMITS, FEES AND NOTICES. Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract.

22.1 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or City observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work which is contrary to such laws, ordinances, rules and regulations in effect as of the date of execution of this Agreement, then Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

23. RESPONSIBILITY FOR THOSE PERFORMING THE WORK. Contractor shall be responsible to City for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

25. SAFETY AND HEALTH REGULATIONS. Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project.

25.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

25.2 Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- A. All employees on the Work and all other persons who may be affected thereby;
- B. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein.

25.3 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and City's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber City's other real property.

26. CONTRACTOR INDEMNIFICATION AND HOLD HARMLESS. Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

27. DEFAULT. Subject to the limitations of Sec. 768.28, Fla. Stat., in any action brought by either party for the interpretation or enforcement of the obligations of the other party including City's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

28. BINDING EFFECT. This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

29. GOVERNING LAW. This contract will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

30. PUBLIC RECORDS. Contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. Contractor is required to provide the public with access to public records on the same

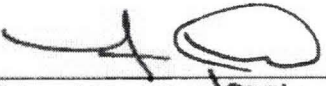
terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, *Fla. Stat.* or as otherwise provided by law. Contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT KATHY HALEY, THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, kathyhaley@mysebring.com or 368 SOUTH COMMERCE AVENUE, SEBRING, FL 33870.**

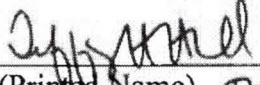
31. **TIME.** Time is of the essence of this agreement.

32. **MULTIPLE ORIGINALS.** This contract is executed in multiple copies, each of which shall be deemed an original.

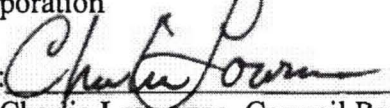
AGREED TO this 1st day of MARCH, ²⁰¹⁹~~2018~~.

Two Witnesses as to City:

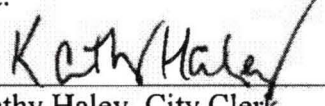

(Printed Name) Jessica Oliveros


(Printed Name) Tiffany Hurl

CITY OF SEBRING, a Florida municipal corporation


By: 
Charlie Lowrance, Council President

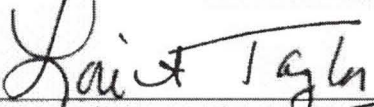
Attest:

By: 
Kathy Haley, City Clerk

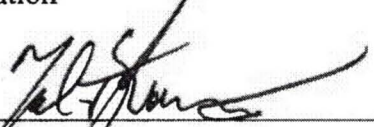
(corporate seal)

Two Witnesses as to Contractor:


(Printed Name) MICHELLE SHEETS


(Printed Name) LORI A. TAYLOR

EXCAVATION POINT, INC., a Florida corporation

By: 
Tal Rancourt, President

(corporate seal)

LEGAL PROVISIONS

Miscellaneous

Licensing. Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

Contractor grants Owner an irrevocable license to utilize the plans and specifications generated by Contractor for this Project.

Legal Provisions and Certifications

To the extent applicable to this Project, Engineer, Contractor, subcontractor, Architect and/or Design/Builder (collectively "Contractor"):

Conflict. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of Contractor to be conducted hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any company person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its subcontractor agreements relating to the services to be performed hereunder.

Contractor and its employees shall promptly observe and comply with the applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

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

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

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) in the furnishing of services to Owner hereunder, no person on the grounds of race, color, national origin, sex, age, disability, religion, or familial status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (2) Contractor shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the

Department of Transportation – effectuation of Title VI and Title VIII of the Civil Rights Act of 1964, as said Regulations may be amended. Should Contractor authorize another person, with Owner's prior written consent, to provide services to Owner hereunder, Contractor shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he or she is authorized to provide, undertake for such person the obligations contained in this section. Contractor shall furnish an original agreement to Owner.

Further, Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, national origin, sex, age, disability, religion, or familial status be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Such activities 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. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by this subpart. Contractor assures that it shall not discriminate on the grounds of race, color, national origin, sex, age, disability, religion, or familial status in the selection or retention of subcontractors. Contractor assures that it will require that its covered subcontractors provide assurances to Contractor that they similarly require assurances from their subcontractors, as required by CFR Part 152, Subpart E, to the same effect.

Owner may, from time to time, adopt additional or amended and nondiscrimination provides concerning the furnishing of services to the Owner, and Contractor agrees that it will adopt any such requirements as a part of this Contract.

Non-Discrimination. Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
2. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
3. That Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, Owner shall have the right to terminate this Contract. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any

contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO COMPLIANCE

(a) Requirements for prime contractors and subcontractors:

(1) Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with Sec. 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

(2) Each person required by Sec. 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with Sec. 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

(3) Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and this contract.

(b) Requirements for bidders or prospective contractors:

(1) Certification of compliance with Part 60-2: Affirmative Action Programs. Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

(2) Additional information. A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be

in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided within these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment

opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations. The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's

and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas,

transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2

The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Accounting/Records. Contractor will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Owner or other governmental agency to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Contractor is in the exclusive possession of another who fails or refused to furnish this information, Contractor shall so certify and shall set forth what efforts it has made to obtain the information. Contractor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of the Contract. In the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to impose such contract sanctions as it or other applicable government entity may determine to be appropriate, including with-holding payments to Contractor under this Contract or canceling, terminating, or suspending this Contract in whole or in part. The rights granted to Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

ACCESS TO RECORDS AND REPORTS

The Owner, as well as the public pursuant to Florida Statutes Chapter 119, shall have access to any books, documents, paper, and records including payroll records and associated basic data of the Contractor, which are directly pertinent to the specific Contract for the purposes of making an audit, examination, excerpts, and transcriptions.

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

DISADVANTAGED BUSINESS ENTERPRISES

Policy. It is the policy of the Owner and the United States or State of Florida Department of Transportation that disadvantaged business enterprises, as defined in the Owner's Disadvantaged Business Enterprises ("DBE") Participation Policy for services as defined in 49 CFR Part 26 shall have equal opportunity to participate in the performance of services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with federal or State funds under this Contract. Consequently, the requirements of the Owner's DBE Participation Policy apply to this Contract.

Contract Assurance (§26.13). The contractor 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.

Prompt Payment. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment, including retainage, that the prime contractor receives from City of Sebring. Payments not made to subcontractors within fourteen (14) days of the prime contractor's receipt of payment shall bear interest at the rate of ten percent (10%) per annum, computed beginning on the 14th day after payment is due. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Sebring. The right to receive interest on a payment under this section is not an exclusive remedy, and this section does not modify any remedies available to any person under the terms of a contract or under any other statute. City of Sebring shall have the right to terminate the services of any obligor who fails to make prompt payment to any obligee. This clause applies to both DBE and non-DBE subcontractors.

DBE Obligation. The Contractor agrees to ensure that DBE/MWBE firms shall have the maximum opportunity to participate in the performance of contracts for subcontractor services, including, but not limited to, those projects financed in whole or in part with federal or state funds provided under this Contract. In this regard, the Contractor and all subcontractors shall take all necessary and reasonable steps in accordance with the Owner's DBE/MWBE Participation Policies to ensure that DBE/MWBE firms have the maximum opportunity to compete for and perform contracts. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Owner contracts.

DBE Administration.

1. Eligibility of DBE's: Those firms currently certified as DBE's by the Florida Department of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Owner. Firms certified as DBE's by other states, or other U.S. DOT recipients are subject to the owner's acceptance. A bidder may request a review of a potential DBE prior to the bid opening. The bidder should allow ten working days for the owner's determination

regarding certification of the potential DBE. Previous acceptance of a DBE by the State or Owner does not ensure acceptance on this project.

2. Counting DBE Participation Towards DBE Goals: DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being sublet, as shown on the DBE Participation Form and attachments. Credit will only be given for use of DBE's that are certified or accepted according to this specification. DBE participation shall be counted toward meeting the DBE goal in accordance with the following:
 - a. Commercially Useful Function: The Owner shall count toward the DBE goal only those expenditures to DBE's that perform a commercially useful function in the work of the contract. A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work by actually performing, managing, and supervising that work. To determine if a DBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. If consistent with industry practices, a DBE shall enter into a subcontract or other contractual written agreement. A DBE Contractor may subcontract a portion of the work up to the amount allowed under standard subcontracting contract provisions of normal industry practices. A DBE is presumed not to be performing a commercially useful function if the DBE is performing outside these guidelines.
 - b. Materials and Supplies: The Owner shall count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers and manufacturers as described below. The DBE's must assume the actual and contractual responsibility for the provision of the materials and supplies:
 - (1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer must operate or maintain a factory or establishment that produces on the premises the materials or supplies that are obtained by the contractor.
 - (2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular dealer must perform a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory and regularly selling materials to the public. Bulk items such as steel, cement, gravel, stone and petroleum products need not be kept in stock, but the dealer must own or operate distribution equipment.
 - (3) No credit will be given toward the DBE goal, if the prime contractor makes a direct payment to a non-DBE material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly.
 - (4) No credit, toward the DBE goal, will be given for the cost of materials or equipment used in a DBE firm's work when those costs are paid by a deduction from the prime contractor's payment(s) to the DBE firm.

- c. **Owner-Operator Trucking:** The Owner shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the contractor's payroll and separate records are furnished to the Owner documenting the expenditures. The records shall include for each owner-operator; their social security number; driver's license number; vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.
- d. **Joint Venture:** When a joint venture contract is involved, the Owner shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the owner's acceptance of the joint venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:
 - (1) Contract responsibility of the DBE for specific contract items of work,
 - (2) Capital participation by the DBE,
 - (3) Specific equipment to be provided by the DBE,
 - (4) Specific responsibilities of the DBE regarding control of the joint venture,
 - (5) Specific workers and skills to be provided by the DBE, and
 - (6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

The joint venture must be certified by the City.

- 3. **Award Documentation and Procedure:** All bidders shall certify in the bid proposal their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid non responsive.
 - a. **DBE Participation Form:** The apparent successful bidder must submit with the bid the following information on the proposed DBE Participation Form attached to the Proposal. The information shall demonstrate the contractor's intended participation by certified DBE's. When the required information is not provided by the apparent low bidder the bid will be ruled non responsive and will not be considered. The information furnished shall consist of:
 - (1) The names, addresses, contact persons, phone numbers, and category of DBE firms to be used on the contract;
 - (2) A list of the bid items of work to be performed by the DBE and the percent to be credited toward the DBE goal;
 - (3) The dollar value of each of the DBE work items; and
 - (4) If the DBE goal is not met, a statement of why the goal could not be met and a demonstration of the good faith efforts taken to meet the DBE goal.
 - b. **Owner Evaluation:** In selecting the lowest responsible bidder, the Owner will evaluate the DBE information provided with the bid. The Owner may request

additional DBE information and may allow the bidders, up to 7 calendar days after bid submittal to supplement or resubmit information concerning their proposed DBE participation. Prior to awarding the contract the Owner will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.

- c. Good Faith Efforts: If the bidder is unable to meet the DBE goal, the bidder must submit evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:
- (1) Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.
 - (2) Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.
 - (3) Efforts to negotiate with DBE's for specific items of work including:
 - (a) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;
 - (b) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;
 - (c) Individual statements as to why agreements with DBE's were not reached; and
 - (d) Information on each DBE contacted but rejected and the reasons for the rejection.
 - (4) Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
 - (5) Documentation that qualified DBE's are not available or not interested.
 - (6) Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.
 - (7) Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE's.

The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively sought out DBE's to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

- (1) The DBE was unable to provide adequate performance and/or payment bonds.
 - (2) A reasonable DBE bid was rejected based on price.
 - (3) The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.
 - (4) Union versus non-union status of the DBE firm.
 - (5) The prime contractor would normally perform all or most of the work included in this contract.
 - (6) The prime contractor solicited DBE participation by mail only.
4. Post Award Compliance: If the contract is awarded on less than full DBE goal participation, the contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

If a DBE is unwilling or unable to perform the work specified, the contractor shall request from the Owner, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The contractor shall submit the new DBE's name, address, work items and the dollar amount of each item. The owner shall approve the new DBE before the DBE starts work.

If the contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the contractor shall submit evidence showing either how the contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation. If the owner is not satisfied with the evidence, then liquidated damages may be assessed for the difference between the approved and actual DBE participation.

5. Records and Reports: The contractor shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:
- a. Record of DBE Participation: The names of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.

- b. Efforts to Utilize DBE Firms: Documentation of all efforts made to seek out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.
- c. Final DBE Certification: Upon completion of the individual DBE firm's work, the prime contractor shall submit a certification attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. This certification shall be signed by both the prime contractor and the DBE firm.

Energy Conservation Requirements. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Rights To Inventions. All rights to inventions and materials generated under this contract are subject to regulations issued by the Owner of the Federal grant under which this contract is executed.

Contract Time. If the Contractor persistently refuses or fails to recover lost time, to the extent that it becomes apparent that the Project shall not be completed within the Contract Time, the Owner may take such actions to terminate the Contract for default on the part of the Contractor, or to assign portions of the Work to other contractors or to require Contractor to hire sufficient skilled workers for Contractor to recover lost time and complete the Project on time. Any additional costs associated with this will be borne by original Contractor.

Owner has the right to refuse a subcontractor for good faith concern about the subcontractor's competence, solvency or fitness to perform timely.

Owner's Recourse. Written warranties made to the Owner are in addition to manufacturer's warranties, implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments have done so."

Pursuant to §403.7065, *Fla. Stat.*, Contractor shall procure products or materials with recycled content when the Florida Department of Management Services determines that those products or materials are available.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

ASSURANCE OF COMPLIANCE

The Contractor hereby agrees that it will comply with:

Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

49 CFR SUBTITLE A (10-1-03 EDITION)

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

46 U.S.C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.

Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1061, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.

Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c), of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.

Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

A breach by Contractor or any subcontractor, vendor or supplier of any of the federal or state laws or regulations applicable to this Project may be grounds for termination of the contract, and possibly debarment as a contractor or subcontractor.

The provisions of these Additional Special Provisions shall control over any contrary provision in the Special Provisions or any other Contract Document.

Contractor waives any right of subrogation against Owner or Owner's agents.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and

all claims, costs, losses, and damages up to \$10,000,000 (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Construction), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or reckless or intentional wrongdoing of Contractor or Contractor's officers, directors, partners, employees, or subcontractors. The parties agree that this limit on indemnification amount bears a reasonable commercial relationship to the contract. In any action construing the scope or nature of this indemnification, the court shall construe this provision to comply with Section 725.06, Florida Statutes, as amended.

State Residents Preference.

- (1) If state funds are utilized on this project, the Contractor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. A contract for construction funded by local funds may contain such a provision.
 - (a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.
 - (b) A contractor required to employ state residents must contact the Agency for Workforce Innovation to post the contractor's employment needs in the state's job bank system.
- (2) No contract shall be let to any person refusing to execute an agreement containing this provision. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

Punch List.

If the contract is for the provision of construction services, Owner shall provide for a single list of items required to render the construction services complete, satisfactory, and acceptable ("punch list"). For construction projects having an estimated cost of less than \$10,000,000, the punch list shall be developed within thirty days after Contractor and Owner agree that the project has achieved substantial completion. For construction projects having an estimated cost of \$10,000,000 or more, the punch list shall be created within sixty calendar days after Owner and Contractor agree that the Contractor has achieved substantial completion. Owner shall provide the punch list to Contractor not more than five days after the punch list is completed.

The final contract completion date must be at least thirty days after the delivery of the punch list. If the punch list is not provided to the Contractor by the agreed upon date for delivery, the contract time for completion must be extended by the number of days that Owner exceeded the delivery date.

Payment for Purchases of Construction Services.

Owner hereby identifies the City Public Works Director as the agent to whom the Contractor may submit its payment request or invoice or anyone that this agent designates in writing. A

contractor's submission of a payment request or invoice to the identified agent of Owner shall be stamped as received as provided in F.S. 218.74(1) and shall commence the time periods for payment or rejection of a payment request or invoice as provided herein. If a payment request or invoice does not meet the contract requirements, Owner must reject the payment request or invoice within twenty business days after the date on which the payment request or invoice is stamped as received as provided in F.S. 218.74(1). The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.

Attorneys' Fees and Costs. In any judicial or alternative dispute resolution technique action to interpret or enforce any of the terms of this agreement, including any action by Owner to establish the right to indemnification, the parties agree that the prevailing party shall be entitled to an award of attorneys' fees and costs payable by the non-prevailing party, whether such fees and costs are incurred before, during or after trial, appellate proceeding or post-judgment collections.

CITY OF SEBRING
CONTRACT EXTENSION

Made By and Between
EXCAVATION POINT INC.

and

CITY OF SEBRING
368 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
(863) 471-5110

WHEREAS:

Excavation Point, Inc. and City of Sebring have entered into a contract based on Invitation to Bid #19-002, Infrastructure Construction/Repair and had a maturity date of February 28, 2021, which is subject to a renewal at the option of both parties. The contract was extended for a one (1) year term, which expired on February 28, 2022.

WHEREAS:

Excavation Point, Inc. and City of Sebring hereby desire and agree to extend and renew the above defined contract for the period of one (1) additional year term with a 3% price increase (see attached price schedule).

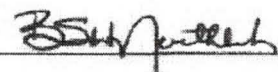
WHEREAS:

At the March 1, 2022 meeting, Sebring City Council authorized staff to extend the contract for a one (1) year term and authorized a 3% price increase as requested by Excavation Point, Inc. (see attached AIS).

NOW THEREFORE:

This contract is hereby extended until February 28, 2023 with a 3% price increase as evinced by the signatures below.

City of Sebring:

By: 

Title: CITY ADMINISTRATOR

Name printed or typed: SCOTT NUSTULIEN

Date: MARCH 01 2022

Excavation Point, Inc.:

By: 

Title: President

Name printed or typed: Tal J. Rancourt

Date: March 7, 2022

CITY OF SEBRING
AGENDA ITEM SUMMARY

Lisa
Letter to Excavation
Point?

MEETING DATE: March 1, 2022

PRESENTER: Osha

AGENDA ITEM#: 8D - Extension of Contract and 3% Price Increase for Infrastructure
Construction and Repair

BACKGROUND: The City of Sebring currently utilizes Excavation Point, Inc. (EPI) through contract 19-002, Infrastructure Construction/Repair, for services such as roadway construction, grading site work, drainage, and underground utility construction. The initial two year contract expired on February 28, 2021, and allows for three (3) additional one (1) year term extensions upon mutual agreement of the parties. The contract also provides for a maximum annual CPI increase of 3%.

Both the City and the contractor, EPI, agree to extend the contract for an additional one (1) year term. EPI is also requesting a pricing increase of 3% (see attached). Also attached for reference is a copy of the original contract.

STAFF RECOMMENDATION: Staff recommends authorizing staff to extend the contract for a one (1) year term and authorizing a 3% price increase as requested by the contractor.

REQUESTED MOTION: Approve a one (1) year contract extension with a CPI increase of 3%.

COUNCIL ACTION:

☒ APPROVED
☐ DENIED
☐ TABLED TO: _____
☐ OTHER

Moved by: CARLISLE ; Seconded by: STEWART
Bishop y Carlisle y Dettman y Stewart y Lowrance y

REVISED FEBRUARY 28, 2022
ITB #19-002 AMENDED OFFICIAL BID FORM
INFRASTRUCTURE CONSTRUCTION/REPAIR

The undersigned declare that they have examined the complete specifications and agree to supply all equipment, labor, and supplies to complete the work required in accordance with the complete specifications. The undersigned further agrees to accept, as payment in full the price as stated in the following schedule and all work specified must be in the total amount listed below.

All pricing includes labor, materials and equipment, unless otherwise indicated on line item below.

ITEM	PRODUCT	PER UNIT	PRICE
1	Concrete Curb and Gutter (Type "D") (Order minimum will be 80 ft)	LF	12.50
2	Remove and Replace Concrete Curb and Gutter (Type "D") (Order minimum will be 80 ft)	LF	18.00
3	Concrete Curb and Gutter (Type "F") (Order minimum will be 80 ft)	LF	17.00
4	Remove and Replace Concrete Curb and Gutter (Type "F") (Order minimum will be 80 ft)	LF	24.00
5	Concrete Traffic Separator (4' wide)	LF	23.00
6	Remove Concrete Curb (Type "D") or (Type "F") (Order minimum will be 100 ft)	LF	7.50
7	Concrete Valley Curb (Order minimum will be 80 ft)	LF	16.00
8	Concrete flume construction 3 ft by 4 ft, 6" thick	EA	488.00
9	Concrete Sidewalk (5' wide & 4" thick) (Order minimum will be 40 LF)	CY	362.00
10	Concrete Sidewalk (8' wide & 4" thick) (Order minimum will be 40 LF)	CY	362.00
11	Driveway/sidewalk construction, Misc. Concrete 4 to 8" thick <10 Cubic Yards	CY	362.00
12	Driveway/sidewalk construction, Misc. Concrete 4 to 8" thick >10 Cubic Yards	CY	362.00
13	Remove concrete sidewalk 4" thick	SY	14.00
14	Remove Concrete driveway/sidewalk 4" to 8" thick	TON	63.00
15	HMA Overlay S-III, includes materials, trucking, MOT and labor to overlay roadways, minimum work aggregate amount \$9,000.	TON	116.00
16	Mill road 1" thick	SY	5.50
17	Mill road 1.5" thick	SY	5.50
18	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 3-miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	CY	18.00
19	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 3-miles to 6 miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	CY	19.00
20	Grade swale and Remove Excess material (Sod not included), Contractor provides a front end loader, and Truck, distance not to exceed 5-miles to 10 miles from job site. (Usually the City's Public Works, Airport, or Brush Landfill.)	CY	20.00

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ITEM	PRODUCT	PER UNIT	PRICE
21	Cost to excavate new percolation pond/retention pond. (5000 CY Minimum)	CY	2.50
22	Cost to transport material less than 1-mile (5000 CY Minimum)	CY	3.25
23	Adjust Manhole to Grade	EA	265.00
24	Adjust Type "C" Basin top to Grade	EA	450.00
25	Remove and Replace Type "C" Basin top to Grade	EA	1326.00
26	Adjust Water Valve Box to Grade	EA	132.00
27	Remove and Replace Water Valve Box	EA	175.00
28	ADA Ramp new	EA	398.00
29	ADA Ramp Remove and Replace	EA	557.00
30	Detectable Warning for ADA	EA	292.00
31	Cost for Rubber tire backhoe and ONE skilled operator only. Hours (8 to 5PM)	DAY	955.00
32	Cost for ONE skilled utility laborer. Hours (8 to 5PM)	DAY	297.00
33	Cost for Trackhoe and ONE skilled operator only, medium sized machine. Hours (8 to 5PM)	DAY	1220.00
34	Cost for one skilled utility underground Licensed Certified Contractor to run and manage work site. (No equipment or tools) Hours (8 to 5PM)	DAY	530.00
35	Cost for welding and fabrication (City purchases materials)	HOUR	90.00
36	Cost to install and operate Dewatering system (well point with 10 points for a 5-day minimum order.)	DAY	636.00
37	Cost to install and operate Dewatering system (well point with 10 points for a 10-day minimum order)	DAY	636.00
38	Subcontractor mark-up fee for rented equipment, and materials purchases for additional services as requested by the City. Three written prices are required by the City for purchases over \$1,000.	%	13%
39	Roadway base construction using 12" shell rock, includes saw cutting, disposal of damaged asphalt area, and compaction	SY	32.00

Excavation Point Inc.
7944 S. George Blvd
Sebring, FL 33875
Phone (863) 471-1997 Fax (863) 386-1997
Email mail@excavationpoint.com

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Sebring, FL 33875
Phone (863) 471-1997 Fax (863) 386-1997
Email mail@excavationpoint.com

Agenda Item Summary

Date of Action: September 26, 2022

Subject: City Manager Updates

Item No.: H-16

Placed on Agenda by: City Manager, Mark Schrader

Staff Review: N/A

Attorney Review:

Recommended Motion(s):

Documentation:

Updates

- FAA