



# CITY OF AVON PARK

Highlands County, Florida

## CITY COUNCIL REGULAR MEETING

October 10, 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. SBA Disaster Assistance Recovery and Mitigation Resources- Public Affairs Specialist, Sandra Lawson
5. Use of Donaldson Park for Christmas Bicycles and Toys Give-Away Event and Request for a City Donation to Buy Bicycles- Frankie Grover, KISS Radio, LLC
6. Veterans Day Celebration Event, at Veterans Triangle- Highlands County NAACP, Al Norton
7. Community Give Back for "ALL" BBQ Cookout at MLK Jr. Memorial Field - Donald Gordon, LLC

**C. ONSENT AGENDA:**

8. Minutes, September 26, 2022, City Council Regular Meeting - City Clerk, Christian Hardman

**D. ACTION AGENDA**

9. State of Emergency Resolution No. 2022-28 - City Manager, Mark Schrader
10. Appoint Brenda Gray to the Avon Park Housing Authority Board- City Manager, Mark Schrader
11. First Reading, Ordinance No. 17-2022- Amend the Regulations for Home-Based Businesses in the Unified Land Development Code - CFRPC
12. First Reading, Ordinance No. 16-2022- Amend the City Code Section 2-33, Increasing Council Pay and Allowing Councilmembers in the Insurance Program- Human Resources Director, David Shoup
13. Resolution No. 2022-29, to Accept the FDOT Public Transportation Grant – Finance Director, Melody Sauerhafer
14. Award RFQ #22-07 for Professional Engineering Services for the Design of the Avon Park Fire Station Hardening Project, to Cool and Cobb Engineering - Finance Director, Melody Sauerhafer

**E. STAFF UPDATES/ADMINISTRATION**

**F. ATTORNEY UPDATES**

**G. COUNCIL DISCUSSION/UPDATES:**

**H. CITY MANAGER'S REPORT**

15. Regular Updates from the City Manager

**I. PUBLIC PARTICIPATION**

**J. ADJOURN:**

16. The next City Council Regular Meeting is scheduled for Monday, October 24, 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:** October 10, 2022

**Subject:** SBA Disaster Assistance Recovery and Mitigation Resources

**Item No.:** B-4

**Placed on Agenda by:** Public Affairs Specialist, Sandra Lawson

**Staff Review:** Yes

**Attorney Review:**

**Recommended Motion(s):** N/A Informational

**Documentation:**

- U.S. Small Business Administration Fact Sheet- Disaster Loans

**Background:**

Sandra Lawson of the U.S. Small Business Administration requested an opportunity to go over Disaster Assistance and Mitigation Resources related to Hurricane Ian.



U.S. Small Business  
Administration

## U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

### **FLORIDA Declaration 17644 & 17645**

(Disaster: FL-00178)

Incident: HURRICANE IAN

occurring: September 23, 2022 & continuing

in the Florida counties of: **Charlotte, Collier, DeSoto, Flagler, Hardee, Highlands, Hillsborough, Lake, Lee, Manatee, Orange, Osceola, Pinellas, Polk, Putnam, Saint Johns, Sarasota, Seminole, and Volusia**; and for economic injury only in the contiguous Florida counties of: **Alachua, Bradford, Brevard, Broward, Clay, Duval, Glades, Hendry, Indian River, Marion, Miami-Dade, Monroe, Okeechobee, Pasco and Sumter**

#### **Application Filing Deadlines:**

Physical Damage: November 28, 2022      Economic Injury: June 29, 2023

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

#### **What Types of Disaster Loans are Available?**

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

#### **What are the Credit Requirements?**

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.
- Collateral – Collateral is required for physical loss loans over \$25,000 and all EIDL loans over \$25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral, but requires you to pledge what is available.

#### **What are the Interest Rates?**

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.188%	4.375%
Business Loans	3.040%	6.080%
Non-Profit Organizations	1.875%	1.875%

#### **Economic Injury Loans**

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	3.040%	N/A
Non-Profit Organizations	1.875%	N/A

#### **What are Loan Terms?**

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

### **What are the Loan Amount Limits?**

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$200,000 for the repair or replacement of real estate and \$40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

### **What Restrictions are there on Loan Eligibility?**

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

**Note:** Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

### **Is There Help with Funding Mitigation Improvements?**

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

### **Is There Help Available for Refinancing?**

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- **Businesses** – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- **Homes** – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

### **What if I Decide to Relocate?**

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

### **Are There Insurance Requirements for Loans?**

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at <https://disasterloanassistance.sba.gov/ela>. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email [disastercustomerservice@sba.gov](mailto:disastercustomerservice@sba.gov) for more information on SBA disaster assistance. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** Request to Hold an Event at Donaldson Park - Christmas Bicycles and Toys Give-Away, on December 17, 2022; and asking the city for a Donation to Buy Bicycles

**Item No.:** B-5

**Placed on Agenda by:** Frankie Grover LLC, KISS Radio

**Staff Review:** Yes

**Attorney Review:**

**Recommended Motion(s):**

**Documentation:**

- Event Request Form

**Background:**

The Frankie Grover Giveaway has been an annual event for over 5-years. Toys and bicycles are given to children in the community.

**Note** – Frankie Grover will bring proof of insurance and a letter from a 501(c)(3) organization that has partnered with his event- in reference to a donation request to the city.



# 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: Wgbt.com (Kiss Radio) Today's Date: 9/12/2022  
 Organization's Address: 1017 N Lake Parker Ave City: Lake Wales State: FL Zip: 33805  
 Contact Person: Frankie Grover Phone#: 863-370-5104 Email: Wgbtgrover@yahoo.com  
 Name of Event: Kissman Bicycles and Toys Fair, giveaway  
 Date(s) 12/17/2022 and Time(s) of Event 10 a.m./p.m. to: 4 pm a.m./p.m.  
 Location of Event: Dunnigan Park  
 (Include overview of map outlining location & layout of event)  
 Description of Event: Given back to the Needy in our Community  
 Signature: [Signature] Print Name: Frankie Grover 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 checked="" type="checkbox"/> No <input 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 type="checkbox"/> No <input checked="" 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).

Please submit completed form to the Administrative Office located on the 2<sup>nd</sup> floor of City Hall, 110 E Main Street, Avon Park, FL 33825. Phone (863) 452-4401

Revised 09/11/2018 JB

## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** Veterans Day Celebration November 5, 2022

**Item No.:** B-6

**Placed on Agenda by:** Al Norton

**Staff Review:** Yes

**Attorney Review:**

**Recommended Motion(s):** Approve

**Documentation:**

- Event Request Form

### **Background:**

The Highlands County NAACP Veteran's Day Celebration is an annual event; last year's event was held on November 6, 2021. The NAACP is requesting use of the Southside Veteran's Garden and access to the electricity for 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: Highlands County NAACP #5087 Today's Date: 10/3/2022  
Organization's Address: P.O. Box 181 City: Avon Park State: FL Zip: 33826  
Contact Person: AL Nolton Phone#: 305-318-3379 Email: anolton@bellsouth.net  
Name of Event: Veterans Day Celebration  
Date(s) Nov. 5, 2022 and Time(s) of Event 11:00 a.m. / p.m. to: 3:00 a.m. (p.m.)  
Location of Event: Southside Veterans Garden, intersection of Tulane Dr. + S. Verona Ave AP  
(Include overview of map outlining location & layout of event)  
Description of Event: Veterans Affairs Committee will provide program to vets with special guest.  
Alfred Nolton Alfred Nolton Veterans Affairs Chair 10/3/2022  
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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please note: City will need at least 2 weeks notice) <u>Need Electric</u>	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 checked="" type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input 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).

Please submit completed form to the Administrative Office located on the 2<sup>nd</sup> floor of City Hall, 110 E Main Street, Avon Park, FL 33825. Phone (863) 452-4401

Revised 09/11/2018 JB

## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** Community Give Back for "ALL" BBQ Cookout - at MLK Sports Complex

**Item No.:** B-7

**Placed on Agenda by:** Donald Gordon, LLC

**Staff Review:** Yes

**Attorney Review:**

**Recommended Motion(s):**

**Documentation:**

- Event Request Form

**Background:**

Dave Cornuet of the Boys and Girls Club advised he would work with Donald Gordan to provide a certificate of insurance naming Avon Park.



# 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: Donald Gordon- LLC Today's Date: 9-20-2022

Organization's Address: 918 South Palmer Ave City: Avon Park State: FL Zip: 33825

Contact Person: Agria Gordon Phone#: 863-443-1597 Email: agria44@gmail.com

Name of Event: Community Give Back for ALL

Date(s) November 12, 2022 and Time(s) of Event 12:00 a.m./p.m. to: \_\_\_\_\_ a.m./p.m.

Location of Event: Martin Luther King (Parking lot) Complex  
(Include overview of map outlining location & layout of event)

Description of Event: Giving back to the community (BBQ)

Agria Gordon Agria Gordon Office Manager  
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? ☒ No ☐ 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.

☐ Police Fees \_\_\_\_\_ per hour per officer (minimum 2 hours) = \$ \_\_\_\_\_ Total

☐ 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. Sponsor needs to stack cones at end of event)

☐ Dumpster (6 yard): Quantity \_\_\_\_\_ x \$200 per dumpster = \$ \_\_\_\_\_ Total

If "yes" Facility availability must be verified and City Council approval may be required. Fees will apply.

Will you be using a city park to hold your event? ☐ No ☒ Yes

(If yes, please obtain Pavilion/Park Rental form from our office)

Will there be a band, DJ or other music/entertainment at the event? ☒ No ☐ Yes

(If yes, please note: City will need at least 2 weeks notice)

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) ☒ No ☐ Yes

Will you have bounce houses or other activities for children? ☒ No ☐ Yes

(Note: Policy must be current through event date)

Will there be any fireworks or pyrotechnics?(60 days notice required) ☒ No ☐ Yes

Will you be selling, serving or distributing alcohol at the event? ☒ No ☐ Yes

Will people be allowed to consume alcohol while at your event? ☒ No ☐ Yes

Will food vendors be cooking or serving food at the event? ☒ No ☐ Yes

Does your event necessitate the use or setup of any temporary structures such as tents, canopies, buildings, stages, etc.? ☒ No ☐ Yes

Is the event "animal related" (animal rides, rodeos, zoos, etc.)? ☒ No ☐ Yes

Park Fees: \$ \_\_\_\_\_ (Pavilion/Park Rental Form is Required)

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: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

If "yes", permits may be necessary and these structures may have to be inspected. Date copy of permit obtained: \_\_\_\_\_ Date structure inspected: \_\_\_\_\_

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).

Please submit completed form to the Administrative Office located on the 2<sup>nd</sup> floor of City Hall, 110 E Main Street, Avon Park, FL 33825. Phone (863) 452-4401

Revised 09/11/2018 JB

## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** Minutes of the City Council Regular Meeting, September 26, 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 26, 2022

**Background:**



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

**MINUTES OF THE CITY COUNCIL FINAL BUDGET AND MILLAGE RATE  
HEARING AND  
REGULAR MEETING  
September 26, 2022, at 6:00 p.m.**

**A. OPENING:** CTO – 6:00 PM

1. Invocation: Councilmember Brittany McGuire
2. Pledge of Allegiance: Councilmember Brittany McGuire
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. Clifton Larson Allen (CLA) FY 20/21, Audit Presentation- Julie Fowler, CPA

Julie Fowler of Clifton, Larson, and Allen summarized the presentation included in the Council's agenda packets. She went over the results of the financial audit for fiscal year ending, September 30, 2021. Fowler presented financial highlights including the overall fund balance increases, losses, and ending balances for the General, Infrastructure, Community Redevelopment Agency ("CRA"), Water and Sewer, Airport, and Solid Waste funds.

Fowler provided audit details; confirming the financials fell under three categories; financial statements, grants, and state compliance. She said their independent auditor's report expresses an unmodified opinion. Fowler presented their findings for internal controls over financial reporting, compliance, and other matters. Internal findings included the timeliness of completing the audit; the city missed the June 30th filing deadline. She noted that one of the pension audits was not completed on-time, which was another factor in missing the deadline. She also provided recommendations concerning timeliness and reporting. Deputy Mayor Barnard asked which pension audit was late? Fowler said the Fire Pension.

Fowler continued her report, advising that there was another timeliness issue regarding reconciliations performed during the year; there was a lot of turn-over in Finance. These issues are being taken care of. She concluded her presentation by providing the final comment in CLA's management letter; the city's policy states we cannot overspend the budget on a departmental level, even though this is a very small amount, any amount has to be noted. She said that the Community Center spent \$458 over the final budget. Fowler confirmed the city also complies with the city's investments of public funds. She noted there is one item that needs to be addressed pertaining to the CRA. It related to the fund balance and properly identifying a specific budget. Finance Director Sauerhafer will ensure it is being taken care of.

5. Discuss with Council about holding a Professional Wrestling Event at the Boys & Girls Club- Dave Cornuet, Executive Director

Dave Cornuet of the Boys and Girls Club introduced Mark Anderson with the Classic Wrestling Association (CWA). Anderson spoke about his organization, saying they chose the Boys and Girls Club because it is a venue that they can offer lower-cost admission and children get in free. He said they are interested in donating to the Boys and Girls Club for allowing them to have a show.

Mayor Anderson asked the City Attorney if he saw anything wrong with allowing them to host the event? City Attorney Buhr said he saw nothing wrong with it; however, there are hurdles that need to be overcome. For example, insurance and indemnification.

Discussion continued regarding the CWA's insurance policy, whether they will exchange income from the event, or if the city wants to establish a permitting program. City Attorney Buhr spoke of the risk associated with the event. He was unaware of any prohibition for the city to allow it; there will need to be an agreement.

Councilmember Mercure asked if they have a date? Anderson said they were waiting for the Council's approval. He said once approved; they are considering January or March 2023. Councilmember Mercure asked if the event will be outside or in the building? Anderson said in the building.

City Attorney Buhr recommended there at least be one police officer at the event. Anderson said they usually have two and they pay for the officers. City Attorney Buhr said he was unsure whether the CWA would enter a separate agreement or how they will handle that; for example, will they have a sublease? Either way, a separate agreement is required to protect the city. He agreed that City Manager Schrader and himself would work out the details.

City Manager Schrader said they should include the mentioned donation to the Boys and Girls Club in the agreement. City Attorney Buhr said we also need to include something that will address the number of people allowed at the location. Anderson said their attendance averages between 150 to 200 people per event.

Discussion continued regarding the CWA's event revenues. City Attorney Buhr said it is something we will need to consider.

Councilmember Taylor asked if they have their own vendors? Anderson said no; usually, they contact a local high school or club to take care of concessions. Cornuet said the Boys and Girls Club planned on handling the concessions. Councilmember Taylor asked where tickets are sold? Anderson replied online or at the door. Councilmember Taylor asked what is the average price for an adult ticket? Anderson said general admission is \$10; \$20 at the door.

City Attorney Buhr asked if they are a non-profit organization? Anderson said they are working on it but are not currently. City Attorney Buhr noted it helps if an organization is non-profit or a 501(c)3. Mayor Anderson agreed, saying if they plan on hosting events at other city facilities, having a 501(c)3 status will help because we can do more for them than a private company.

Cornuet said they are looking for approval from the Council to move forward because they need to advertise and organize their people. Mayor Anderson asked if there was any opposition to allowing the event at the Boys and Girls Club. There was no opposition. Mayor Anderson asked that they get with staff to work out the details. He requested a date be brought back before the Council for a formal approval. Mayor Anderson asked Cornuet if they have other groups that use the facility? He said yes.

6. MLK Event Request with Road Closure and Donation from City- Tikia McRae-Robertson, MLK Committee Chair

Raymond Jones, Vice President and Co-Chair for the Southside Community Resource Center, presented a request to approve the MLK event with road closure and a donation of \$2,800. Because of the Pandemic, they could not host the event for three years.

Mayor Anderson asked the City Attorney to go over the guidelines for a city donation to these types of organizations. City Attorney Buhr said they must be a 501(c)3 and there needs to be an agreement on how they will spend the funds. Jones said they are and provided the documentation. City Attorney Buhr asked if they have their 501(c)3 certificate from the IRS and if staff has all their contact information? He said we need to know the purpose of the donation and what they will use it for; when the Council reviews the agreement, they can make the approval but the organization cannot spend funds on anything else. Jones agreed to submit the information.

The City Clerk said the organization is an active non-profit. City Attorney Buhr said the 501(c)3 certificate comes from the IRS. Mayor Anderson noted Mr. Jones provided a synopsis for the event, including how the funds will be spent.

Councilmember McGuire asked if there are guidelines for what amount the Council can approve, considering past donations were for advertising costs through the CRA. City Attorney Buhr said -

the Council can approve donations for whatever was budgeted for these types of events. He recommended they keep in mind that there will probably be more requests from organizations that are equally deserving. Councilmember McGuire asked if Sauerhafer knew offhand the amount budgeted? She said there is \$12,000 budgeted; of which \$5,000 is set aside for fireworks. City Manager Schrader said since his arrival this organization has always been allocated for \$2,500.

Deputy Mayor Barnard spoke of previous attendance for the event. He expressed his support. City Manager Schrader said their prior invoices have matched what they have requested according to their outline.

**MOTION**, made by Deputy Mayor Barnard and seconded by Councilmember Taylor, to approve agenda item "B-6," for the MLK event in the amount of \$2,800.

Councilmember Mercure asked where they will set up the bounce houses? Mr. Jones replied in the field in the grassy area. The bounce houses are not big and are made for children under the age of 10. Councilmember Taylor asked if that is the football field? He said no, the event will be at the MLK complex where the Boys and Girls Club is located.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

**Motion Passed: 5-0**

7. Event at Donaldson Park, Trunk-or-Treat, Halloween Festival- Heartland Helping Hands, Inc.- Sherri Eason, V.P.

Sherri and Sean Eason of Heartland Helping Hands presented a request for approval to hold a Halloween Spectacular at Donaldson Park. Mr. Eason confirmed the organization's 501(c)3 status and went over the details for the event. Mr. Eason asked if they will fall under the city's insurance or do they have to get insurance for the event? City Attorney Buhr said the city has always required organizations have their own event insurance. The Council may make an exception; however, he has not seen it since he's been the city's attorney.

Mr. Eason asked for the restroom facilities to remain unlocked for the event. Mayor Anderson asked if this event was separate from the one hosted by the Avon Park Chamber of Commerce. Deputy Mayor Barnard said it was just a community event; it is not connected. Mr. Eason said they are looking to have a fire dancer performance. He asked if it is allowed, does the Fire Department need to be present, and is it something that needs to be covered under their event insurance? City Attorney Buhr said the insurance must be substantially higher if the Council allows it.

Discussion continued regarding liability of this type of performance, the risk covered under the event insurance.

Mayor Anderson said if Heartland Helping Hands' insurance company will cover it, then he supports it. Councilmember McGuire noted the performer may have their own insurance. Mayor Anderson agreed, saying the performer will know exactly what they need to have. City Attorney Buhr said he would feel better if there was a liability release signed by the performer. Ms. Eason asked if that was something they would get from City Hall? City Attorney Buhr said yes, she can get it from City Hall after he has drafted it.

Deputy Mayor Barnard asked if they will advertise. Ms. Eason said yes, adding there will be vintage cars and the Moose Riders (motorcycles) handing out candy. There will be bounce houses and cheerleaders performing from the local middle school and high school. She said they are speaking with the fire department to get a fire truck out for entertainment and there will be a DJ. City Attorney Buhr said they will need to meet with Chief Marcy to consider safety precautions with the fire dancer. Chief Marcy said he will need to do some research because they have not dealt with a fire dancer before.

Mayor Anderson said it sounds like the Council needs more information, a signed release from City Hall for the performer; and the Fire Chief and City Manager will need to meet.

Councilmember Taylor asked if they live in Avon Park? Ms. Eason said they live in Sebring; however, they were born and raised in Avon Park. Councilmember Taylor asked if they are holding an event in Sebring? Ms. Eason said no, in Avon Park and Lake Placid. Heartland Helping Hands hosts activities throughout Highlands County.

Mayor Anderson said we approve them for hosting the event, so long as they provide the insurance and mentioned documentation required by the City Attorney. He asked was there any opposition to which there was none. City Attorney Buhr said there is a standard package regarding insurance indemnification; otherwise, we will need an agreement.

**MOTION**, made by Councilmember Mercure and seconded by Councilmember Taylor, to approve agenda item "B-7."

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

**Motion Passed:** 5-0

#### **C. CONSENT AGENDA:**

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

**MOTION**, made by Deputy Mayor Barnard and seconded by Councilmember Taylor, to approve agenda item "C-8," Minutes for September 12, 2022.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

**Motion Passed:** 5-0

#### **D. ACTION AGENDA:**

9. FY 2022-2027 (5-Year) Capital Improvement Plan- Finance Director, Melody Sauerhafer

Sauerhafer went over the 5-Year Capital Improvement Plan (CIP) included in the Councilmembers' agenda packets. She went over budgetary additions for the Transportation department. Deputy Mayor Barnard asked if they included the additions in this year's budget? Sauerhafer said we entered them for years 2022-2025.

Sauerhafer went over additions to the CIP for Parks and Recreation, Fiscal years 2023-2027, including Florida Recreation Development Assistance Program (FRDAP) projects for Donaldson Park and the MLK Jr. Sports Complex. City Manager Schrader said he added a narrative for Donaldson Park; he asked if there is anything more the Council would like to add because now is the time. FRDAP awards funds according to the projects included in the CIP.

Mayor Anderson spoke of an initiative to erect a concert venue several years ago, which was spearheaded by Anne Marie Feeney. It would include a stage, beautification, and changing rooms. He said it was a project that he would like to explore. Mayor Anderson recommended setting a budget at \$200,000 because there is a great deal of beautification that can be added to Donaldson Park.

City Manager Schrader noted the narrative had not changed, but they found some typo errors under the vehicles, and cleaned it up. He then read the narrative, he wrote, regarding Donaldson Park, which was included in the Councilmembers' agenda packets, and asked them if they wanted to add or delete anything.

Councilmember McGuire asked about resurfacing the tennis courts or installing new netting; is it considered a part of playground equipment? City Manager Schrader said no; but they may also add in Pickleball courts, it is a very popular activity. He said a person (associated with pickleball) assessed the tennis courts last year to see about converting them to pickleball. He noted that they would not work and would need to be redone. City Manager Schrader said it is something that can be included in the CIP.

Councilmember Taylor asked if the courts are not being used regularly? City Manager Schrader said he has been told they are and are not. Mayor Anderson said we can paint the lines in a way that they can use the courts for tennis and pickleball.

Discussion continued regarding Pickleball court specifications, how the tennis courts were used in the past compared to now, and the limitations of having two tennis courts for events and tournaments.

Mayor Anderson said it would be interesting to see if schools will host leagues. City Manager Schrader said the Council can add Pickleball courts in the CIP when they vote. Mayor Anderson said they can include a broad description such as sports equipment or services.

Councilmember Taylor referenced the Lake Tulane playground, then asked for clarification on the description; beach improvement and parking. City Manager Schrader said this narrative was put in the CIP before he arrived. Mayor Anderson said beach improvement was regarding an issue with a storm drain or a lift station near the beach; it was washing out of which there have been new swales and berms constructed. City Manager Schrader said we (in-house) extended the beach in 2021.

Public Works Director Reed said the beach was extended and work was completed near the lift station about 4 or 5 years ago. Mayor Anderson asked if there are any other Lake Tulane beach improvements and if you need a retaining wall or anything similar? Reed said no.

Councilmember Taylor asked for clarification regarding the parking, considering it is non-existent. Reed said it is the first he has heard of parking for Lake Tulane. City Manager Schrader agreed there was no parking there; people park anywhere they want to, on the road or the grass. Maybe next year the city can get FRDAP funding for it. She asked where would people park? City Manager Schrader said we would have to build a parking lot. Councilmember Taylor believed people prefer to extend the beach. Mayor Anderson said the point of the CIP is to be as vague as possible to give the city the greatest leeway and to maximize the funding.

Sauerhafer went over the Water and Wastewater CIP additions, which were included in the Councilmembers' agenda packets. She said the projected costs are solely estimates; as they get closer to the year for purchase, staff will need to pull quotes.

Deputy Mayor Barnard spoke of previous conversations regarding purchasing a generator for the Community Center to provide relief to citizens affected by hurricanes. He asked to add it to the CIP for next year or the year after. City Manager Schrader said this will be under the General fund, unless we can find grant funding.

Councilmember Taylor asked if there is a generator for the Boys and Girls Club? City Manager Schrader said yes, as there has to be, for it is used as an emergency shelter. Sauerhafer covered the additions to the CIP for the Sanitation fund, also included in the Councilmembers' agenda packet.

**MOTION**, made by Deputy Mayor Barnard and seconded by Councilmember McGuire, to approve agenda item "D-9," for the Five-Year Capital Improvement Plan, with the noted additions.

AYE: McGuire, Mercure, Taylor Barnard, Anderson

NAY:

**Motion Passed: 5-0**

10. **Public Hearing:** Resolution No. 2022-26, Final Millage Rate FY 2022-2023- Finance Director, Melody Sauerhafer

City Attorney Buhr read the short title for Resolution No. 2022-26, respectively.

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.

Sauerhafer said the resolution is the ending process in the Truth in Millage (TRIM) required by the State. Council voted on the final millage rate during the September 12th meeting (a copy of the minutes included in the Councilmembers' agenda packets); the vote was for the rate of 4.3681 mills per \$1,000 of value.

**Public Hearing opened at 6:52 p.m.**

Bruce Everly of 307 W. Peabody Circle requested justification for the increase. Sauerhafer went over the budgetary additions, for example, additional staff for services. She spoke of the previous Council's decision to lower rates so low that the city could not maintain vehicles and equipment, etc. Mayor Anderson said maintenance in the water and sewer department fell into disrepair.

Rick Reed added, FDEP would not renew the city's permits for the Headworks because it needed to be replaced.

Mayor Anderson said it handles the septic system required to process the city's waste. The city is taking the steps to maintain, avoiding the exorbitant cost of replacing the entire system. City Attorney Buhr added FDEP will fine the city for violations. Reed added the city also lost its access to inmate labor. City Manager Schrader said the city avoided pulling funding out of reserves this year because the American Rescue Plan funds are being used. Mayor Anderson clarified how that money is Federal relief funds relating to COVID-19.

**Public Hearing closed at 6:57 p.m.**

Councilmember Taylor asked Mr. Peabody if they satisfied him with their explanation? He said no, he does not understand why the city is not using surplus funds. He suggested the city purchase used instead of new vehicles. City Attorney Buhr said in his 30+ years of experience, that rarely ever pans out.

Mayor Anderson spoke of the budget process leading up to Resolution No. 2022-26; there were multiple workshops and meetings, which started in July. He suggested anyone interested in understanding this process attend the meetings.

Deputy Mayor Barnard spoke of the \$1 million expense for the Sheriff's Office because they increased salaries and had vehicle replacements. In the same year, the city had to pull from reserves, bringing it under what is recommended by GAAP.

**MOTION**, made by Deputy Mayor Barnard and seconded by Councilmember Taylor, to approve Resolution No. 2022-26, as presented.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

**Motion Passed:** 5-0

**11. Public Hearing: Resolution No. 2022-27, Final Budget FY 2022-2023- Finance Director, Melody Sauerhafer**

City Attorney Buhr read the short title for Resolution No. 2022-27, respectively.

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.

**Public Hearing opened at 7:01 p.m.** There was no public participation.

**Public Hearing closed at 7:01 p.m.**

**MOTION**, made by Deputy Mayor Barnard and seconded by Councilmember McGuire, to approve Resolution No. 2022-27, as presented.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

**Motion Passed:** 5-0

12. FY 22-23 CFRPC Planning Advisory Services Agreement- City Manager, Mark Schrader

City Manager Schrader said the agreement is for \$40,000 which is a \$5,000 increase from 2021. He said, in his opinion, it is the best money the city spends. Councilmember Taylor asked why it increased \$5,000. City Manager Schrader said because they are doing more work for the city; with several developers and almost monthly Planning and Zoning board meetings. They have a lot more work; and the cost does not compare to all they do for the city, per hour. City Attorney Buhr agreed. City Manager Schrader added it is almost ridiculous how little the city pays for the services CFRPC provides.

Mayor Anderson said at one time there were only 1 to 3 houses constructed per year; now, the city has almost 30 ongoing. City Manager Schrader added there are zoning changes and businesses that want to come into the city. Mayor Anderson said any time a property changes hands and someone wants to use the property for something else etc., it requires CFRPC's time. City Attorney Buhr said if they were not doing it, he would have to; and his rates are substantially more than CFRPC.

**Motion**, made by Deputy Mayor Barnard, and seconded by Councilmember Taylor to approve agenda item, "D-12," for the Planning Advisory Service agreement.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

**Motion Passed:** 5-0

13. Emergency Repairs to South Lake Isis Lift Station- PW Director, Rick Reed

Reed said the lining of the well has worn off and there is none left. The bowl that houses the pump is bolted to the floor and is now loose. Currently, the lift station is running on one pump with a secondary diesel back up pump. It needs to be repaired now.

Mayor Anderson asked how long Reed has had problems with the lift station? He said they have been trying to repair it for about four months; when the pump runs it sprays all over the inside. Now that the base has come loose, it is slamming into the pump. Mayor Anderson asked if the lift station takes flow from the industrial area to the north? Reed said no, it takes from the north side of Lake Isis. It pumps into the same manhole as Walmart which receives the Nucor flow.

Councilmember Taylor asked how soon can the repairs be done? Reed said, unfortunately getting supplies is challenging. It would be as quick as the contractor can receive the materials. Councilmember Taylor expressed concern for untreated wastewater into Lake Isis. Reed said they have set up an emergency pump. It is above ground and is the only backup pump of this type the city has. If that goes out, there is no backup. City Manager Schrader said it is an emergency because it will take 45 to 60 days to go out for bid, receive responses, and select a bidder. Reed has told him that the city does not have that time to wait. The challenge is with the materials; it is a problem everywhere.

Deputy Mayor Barnard said he was confident the contractor knows this was an emergency and will do their due diligence to make sure they complete the job quickly.

**Motion**, made by Councilmember Mercure, and seconded by Councilmember McGuire to approve agenda item, "D-13," emergency purchase for the lift station.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

**Motion Passed:** 5-0

Mayor Anderson told the audience there were public hearings which called for public participation; however, the Council will answer questions they may have, even if it is not a public hearing item.

14. Bid Award for Community Center Roof Replacement- City Manager, Mark Schrader

City Manager Schrader said the community center roof is in dire need of replacement. There were 6 responses to the bid. They deemed the first two lowest bidders non-responsive because of several items; for example, the second lowest bid did not respond appropriately to the addendum requesting information on the cost for additional plywood (if needed). He contacted city attorney Buhr, and he said in his opinion it was non-responsive, but to check with the city's contract attorney (Frazier Carraway). Purchasing agent Andy Mogle contacted Mr. Carraway and he agreed that it was non-responsive. City Manager Schrader said L. Cobb Construction was the lowest responsive bidder; therefore, it is staff's recommendation to go with L. Cobb Construction.

Mayor Anderson said there is a lot of discrepancies between the lowest and the recommended bid; approximately \$78,000. He asked whether the Council must abide by not accepting a non-responsive bid? City Manager Schrader said that is up to the Council; as staff is only making a recommendation. Mayor Anderson said the only reason he is suggesting it is because the difference is substantial. The second lowest contractor who was deemed non-responsive has done work for the city before.

City Attorney Buhr said if a bid is non-responsive, the Council is supposed to move onto the next bidder; there are rules for the bidding process. When they do not move onto the next bid, they lose credibility with contractors in the industry. Mayor Anderson said his concern is for liability. City Manager Schrader said Andy Mogle informed him the lowest bidder commented at the bid opening that he hoped he did not underbid it (that bid was also found non-responsive).

Councilmember Taylor asked if awarding the bid to the non-responsive bidder will place the city at risk for liability? City Attorney Buhr said it would in theory; the second lowest bidder could argue that they are the lowest because the other bid is non-responsive. According to Frazier Carraway, it was a non-responsive bid. The city is in a better position by moving on to the next bid.

Councilmember McGuire asked if there are any issues with awarding the bid to a contractor who is not a roofing contractor, but sub-contracts out to a roofing contractor. City Attorney Buhr said he is not an expert and that would be a question for Frazier Carraway; however, his instinct is that general contractors can do most things. The roofing contractor is a specialty. Councilmember McGuire wanted to make sure that was acceptable. City Attorney Buhr said it is fine, so long as they do the work properly.

Councilmember Mercure asked how the bid will work if the city sustains more damage to the roof because of the hurricane. Mayor Anderson said it is an unknown at this point. Councilmember-

McGuire noted the city can still file an insurance claim that can be used to pay the difference, instead of it coming out of the General fund.

**Motion**, made by Deputy Mayor Barnard, and seconded by Councilmember Taylor to approve agenda item, "D-14," to award the bid to L. Cobb Construction.

Councilmember McGuire and Mayor Anderson abstained because the applicant is their cousin.

AYE: Mercure, Taylor, Barnard

ABSTAIN: McGuire, Anderson

NAY:

**Motion Passed: 3-0**

City Manager Schrader reported to Council that he had closed the community center last week, for renting the first floor. The entire bottom floor on the east side is leaking. City Staff cleaned it in time for a funeral that was scheduled on Saturday. He said Reed and his staff did a great job. The following Monday, City Manager Schrader inspected the site. He considered it a liability because of water leaking into the electrical components and kitchen area. With that said, the second story was ok. Reed explained how the sun ate away the membrane to where the mesh looks like screen material. We have patched it many times; it will no longer work.

Councilmember McGuire asked if it is possible to tarp it? City Manager Schrader said staff has done everything they can to stop the leaking, but it has gotten worse, with all the heavy rain. He pointed out Cobb roofing had repaired the west side roof, a few years back, and we have found no leaks on that side.

Councilmember Taylor asked when the roof was last replaced? Mayor Anderson believed it was in the 80s. City Manager Schrader said it falls under the same issue discussed during the budget process; there was no maintenance performed. The city (staff) must look at all the city roofs and schedule them in the CIP. City Hall is another roof that needs to be replaced.

15. Roadway Resurfacing of S. Verona Ave from Hal McRae Blvd to East Cornell St.- PW Director, Rick Reed

Reed said the roadway has alligator cracking (fatigue cracking) and a lot of patches from previous road work; it is unraveling and breaking down at the edge of the road. The sewer hole in the corner had to be welded down; now is a good time to replace it, during resurfacing.

Mayor Anderson asked if the alligator cracking is a sign of base failure? Reed said it is not the base but the asphalt that is coming apart. Mayor Anderson said he was asking just in case it is a base failure, then the base should also be replaced. Reed said it does not look like the base is failing.

**Motion**, made by Deputy Mayor Barnard and seconded by Councilmember McGuire to approve agenda item, "D-15," to approve an expenditure of \$35,530 for resurfacing S. Verona Avenue to Hal McRae Blvd to East Cornell St.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

**Motion Passed: 5-0**

**E. STAFF UPDATES/ADMINISTRATION:**

**F. ATTORNEY UPDATES:**

**G. COUNCIL DISCUSSION/UPDATES:**

- Duke Energy Staging Site Agreement- City Attorney, Gerald Buhr

City Attorney Buhr said the Council received (by separate handout on their desks) a copy of the Staging Site Agreement between the city and Duke Energy. He went over the negotiation process; adding, he disagreed with removal of some provisions, such as insurance and indemnification, and the 8-year term. With that said, there is a strong desire for Duke Energy to stage in our area. Doing so would put Avon Park at the center of their operation zone for restoration of electricity. He pointed out how there is nothing in the contract that guarantees it. He said the city needs the agreement for Duke Energy to respond to this hurricane. If they do not agree to it, then it will be the next hurricane before Duke Energy will do the staging.

City Manager Schrader said he asked Duke Energy for an update and was told they were unsure at this time, whether they would use the site. He later found out they sent the red-lined version of the agreement to the City Attorney. Depending on where the storm path moves and how big it is, it may be an area Duke Energy uses.

City Attorney Buhr said if they execute the agreement tonight, the city may assert that we will provide the agreement to them if they agree to stage their operations in Avon Park. He said he did not believe they will negotiate; the city's insurance counsel advised the language in the agreement is not his preferred language; however, it would not be a catastrophe for the city were they to approve the agreement.

Mayor Anderson said another item going with Duke Energy is the industrial outlined area and their readiness plan. He sees the agreement as a good thing and having Duke Energy staged here is going to benefit the city. It also shows the city will work with them in the event they have future industrial development sites. He recommended moving forward with the agreement.

Deputy Mayor Barnard said he feels we are fortunate that Duke Energy will stage their operations in Avon Park to the benefit of the city, the county, and other surrounding areas. He also knows that public utility companies are self-insured. Deputy Mayor Barnard said he was all for it. City Attorney Buhr noted Duke Energy is not paying anything to use the property. Deputy Mayor Barnard said they are paying for the city's protection, which is wonderful.

Councilmember Taylor asked the City Attorney's recommendation for the term of the agreement. He said he would send it back to change it to a 3-year agreement. Councilmember McGuire felt a long-term agreement shows them that the city will go the long haul. She would not want them to come for only 3-years. It is more encouraging to them to increase what they are offering. City Attorney Buhr said they can stage here and nothing says they need to do anything for the area; meaning, they can focus on Avon Park last and there is no recourse. It is a matter of trust and bargaining power.

City Manager Schrader said he appreciates all the work City Attorney Buhr did on this. He noted page 3 of 9, subsection 3; it references no drums or containers over a gallon, and provides that approval can be given by the City Manager. There is also an Exhibit Z of which he asked if that-

should be changed or is it acceptable to leave it as a back page under preapproved material. City Attorney Buhr said. If they want to add it that is fine.

**Motion**, made by Deputy Mayor Barnard and seconded by Councilmember McGuire to approve the agreement between the city and Duke Energy for the staging site.

AYE: McGuire, Mercure, Barnard, Anderson

NAY: Taylor

**Motion Passed: 4-1**

- Memorandum of Understanding Florida Division of Emergency Management- City Attorney, Gerald Buhr

City Attorney Buhr said the Council received a memorandum of understanding (by separate handout on their desk) between the Florida Division of Emergency Management (DEM) and the city. He would love to move forward with it to have a logistical staging area in the city; however, the agreement has a term of a minimum of 30 days and no termination date. Reasonably, there is an argument that once the event is over and everything is taken care of there is no reason for them to be there. However, it is vague. He also took issue that the venue for litigation being in Leon County (Tallahassee). The city would have to hire counsel to litigate in Tallahassee along with staff going there.

Mayor Anderson asked if City Attorney Buhr had seen agreements from any of the other towns. He said no. Mayor Anderson said this is short notice; he asked if the intent of the term is for a response to Hurricane Ian or is it for the long term? City Attorney Buhr believed the intent was for this event. Mayor Anderson asked if language could be added? City Attorney Buhr said they can approve it with changes and send the redline version back to them.

Discussion continued regarding Section 10 and whether they meant it to be used for Hurricane Ian.

City Attorney Buhr said he could pull it out and then refer to services that are being provided by FEMA directly to local people from this area for Hurricane Ian.

Deputy Mayor Barnard thought it would be difficult to litigate with the state. Since they are asking to stage for Hurricane Ian, he welcomes FEMA, and it is something the city needs for the long term. The city should plan to have a staging area for ourselves to have vendors bring in ice and food, etc. It is a great opportunity for the city.

J.T. Clarke of Florida Airport Management (FAM) went over the negotiations with the DEM. He said the term for 30-days is standard. It is the same Memorandum of Understanding for every municipality, county, and staging site. It is a 30-day term because they do not know if the storm will resolve. There are other disaster situations, such as the pandemic. He recommended the city accommodate them for Hurricane Ian as they have been trying to get it executed for over a year. Clarke said the only way the airport can supersede larger airports like Orlando is to have an emergency support function.

Mayor Anderson asked if the intent of the agreement was to go beyond the current storm? Clarke said it is a typical MOU that would be renewed annually. City Attorney Buhr said the agreement provides for a minimum of 30-days, then asked if he was saying it is perpetual? Clarke said no.

Discussion continued regarding the details of the agreement, such as indemnification and granting ingress and egress.

City Attorney Buhr felt FEMA/Duke Energy employees should show identification; given the airport is a secure area. Mayor Anderson referenced Clarke's comment concerning having the agreement for over a year. Clarke said he has been trying to get approved, and he does not want to email them with a redline version. Mayor Anderson said it is the Council's intention to limit the agreement to just the current storm event until a better agreement is available. The redline language would spell that intention out. Clarke said they can make it work.

Mayor Anderson asked City Attorney Buhr for his proposed language to add to the agreement. He said he would draft language now if the mayor wished to go over the other items. Mayor Anderson said the only other item besides the City Manager's report is Resolution No. 2022-28.

- Resolution No. 2022-28, Declaring a State of Emergency- City Manager, Mark Schrader

Mayor Anderson read the short title for Resolution No. 2022-28, respectively.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVON PARK FLORIDA, DECLARING A STATE OF EMERGENCY; AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE WHATEVER PRUDENT ACTIONS WHICH MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF THE CITY AND CUSTOMERS OF THE CITY'S UTILITIES SYSTEMS PURSUANT TO THIS DECLARATION; RATIFYING AND AFFIRMING SUCH ACTIONS TAKEN BY THE CITY MANAGER PRIOR TO THIS DECLARATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Anderson said the resolution is issuing a state of emergency allowing the City Manager to take whatever steps necessary to protect public health and safety during the storm. City Manager Schrader said the county approved their state of emergency earlier this morning.

Discussion continued regarding the similarity of the resolution to the one issued during COVID-19. Deputy Mayor Barnard asked if there was any way to have a more permanent resolution after the storm passes? City Attorney Buhr explained how these resolutions are temporary for emergency situations.

**Motion**, made by Deputy Mayor Barnard and seconded by Councilmember McGuire to approve Resolution No. 2022-28.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

**Motion Passed:** 5-0

City Attorney Buhr prepared language for the MOU; paragraph 2 on the first page. He read aloud, "the minimum of 30 days with the exclusive right of DEM to extend until the DEM no longer needs the licensed area for emergency response activities." He inserted language under this section and the definition of term, "related to Hurricane Ian or related tropical storm, or depression in case the storm downgrades."

**Motion**, made by Deputy Mayor Barnard and seconded by Councilmember McGuire to approve the Memorandum of Understanding with the DEM, with the aforementioned redline revision.

Discussion continued regarding individual MOUs for each named storm, negotiations for the current MOU, insurance and contaminants, and requesting Duke Energy and FEMA employees show identification.

AYE: McGuire, Mercure, Taylor, Barnard, Anderson

NAY:

**Motion Passed:** 5-0

#### **H. CITY MANAGER'S REPORT:**

##### **16. Regular Updates from the City Manager**

City Manager Schrader said we heard from the FAA concerning the scope which was redone by Lowell Clary. They accepted it and added a few formatting adjustments. The city has to get independent fees for another engineer; Clary is working on getting more and it will cost the city money. The FAA confirmed that expense will be reimbursed.

City Manager Schrader reported the city will be closed on September 28th. We will see how things are on September 29th to determine if the city will reopen. He went over the expected storm track according to the Emergency Operations Center (EOC) briefing. The Board of County Commissioners, Fire Rescue Administration, libraries, Courthouse, Clerk of Courts, Tax Collectors, Property Appraisers, Supervisor of Elections, City of Sebring, City of Avon Park, School Board, town of Lake Placid, HCSO (admin), and Spring Lake will also be closed. City Attorney Buhr said the city of Bowling Green was told by the EOC the storm will arrive between 8:00 p.m. and 10:00 p.m.

Deputy Mayor Barnard asked if we have inspected lately the generators? City Manager Schrader said it is tested automatically. He said Reed, Chief Marcy, and their staff have been inspecting equipment. City Manager Schrader said he is meeting with staff tomorrow at 9:00 a.m. to go over essential operations and on-call schedules. Deputy Mayor Barnard asked if there was a plan in place for when emergency services are contacted. City Manager Schrader said if the winds get up to 43 or 45 miles per hour there will be no response. As soon as the winds decrease, staff will take care of utilities, roads, and downed trees. Highlands County will handle storm debris because the city has an interlocal agreement with them. Whatever the county does not get paid for through FEMA, then the city will reimburse the county.

Councilmember Taylor asked where are the designated shelters in Avon Park and are they online? City Manager Schrader said, the City Clerk is updating the website with the latest information for the County, including a link to their website. As of 1:00 p.m., the county will open the special needs shelter on George Boulevard and later in the day Alan Jay Building (fairgrounds) in Sebring. The backup shelters, if needed, will be the Avon Park Boys and Girls Club and Lake Placid Highschool.

Councilmember Mercure asked if the Boys and Girls Club is a pet-friendly shelter. City Manager Schrader said no. Chief Marcy said they were calling it a pet-friendly shelter. City Manager Schrader said he would follow up on that as he as told the EOC it is not. Councilmember Taylor said there are also churches. City Manager Schrader said some churches may be independently offering-

shelter; however, the county designates the emergency shelter, based on being a hurricane rated building, having generators, workers, etc.

**I. PUBLIC PARTICIPATION:**

**J. ADJOURN:**

The Next City Council Regular Meeting is Scheduled for Monday, October 10, 2022, at 6:00 p.m.

Meeting adjourned at 7:53 p.m.

ATTEST:

CITY OF AVON PARK

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Christian Hardman, City Clerk

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Garrett Anderson, Mayor

## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** State of Emergency - Resolution No. 2022-28

**Item No.:** D-9

**Placed on Agenda by:** City Manager

**Staff Review:**

**Attorney Review:**

**Recommended Motion(s):** City Manager recommends to terminate the local state of emergency

**Documentation:**

- Copy of Resolution No. 2022-28

**Background:**

After conferring with the mayor, per the authority noted in the Resolution, the city manager extended the local state of emergency for 7-days, up to the next council meeting.

Per the *Declaring a Local State of Emergency* Resolution, Council may terminate it or leave it in place.

**RESOLUTION 2022-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVON PARK FLORIDA, DECLARING A STATE OF EMERGENCY; AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE WHATEVER PRUDENT ACTIONS WHICH MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY AND CUSTOMERS OF THE CITY'S UTILITIES SYSTEMS PURSUANT TO THIS DECLARATION; RATIFYING AND AFFIRMING SUCH ACTIONS TAKEN BY THE CITY MANAGER PRIOR TO THIS DECLARATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, by Executive Order, Number 22-218 (Emergency Management - Tropical Depression 9), and amended by Executive Order, Number 22-219 (Hurricane Ian), Ron DeSantis, Governor of the State of Florida declared that a state of emergency existed in the State of Florida (State); and

**WHEREAS**, Section 252.38, Florida Statutes, provides for emergency management powers of political subdivisions of the State of Florida, including, without limitation, counties such as Highlands County, municipalities such as the City of Avon Park (City); and

**WHEREAS**, pursuant to Section 252.38(3)(a) Florida Statutes, empower municipalities to declare a state of local emergency for seven (7) days, which may be extended, as necessary in seven (7) day increments; and

**WHEREAS**, Section 252.38(3)(a), Florida Statutes, empowers municipalities to waive the procedures and formalities otherwise required by law pertaining to:

- A. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- B. Entering into contracts;
- C. Incurring obligation;
- D. Employment of permanent and temporary workers;
- E. Utilization of volunteer workers;
- F. Rental of Equipment;
- G. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities;
- H. Appropriation and expenditure of public funds.

**WHEREAS**, it is necessary and appropriate to take action to ensure that any potential damage from Hurricane Ian can be remediated and debris cleaned up, emergency housing and supplies obtained, and utility restoration can be effective and that residents and visitors in the City of Avon Park, remain safe and secure.

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

1. A state of local emergency is hereby declared for all of the City of Avon Park, Florida effective September 27, 2022 for a period of seven (7) days, that is, until October 4, 2022, however, the City Manager may extend this declaration for any reasonably necessary additional seven (7) day periods, until the next Council meeting, at which this declaration may be terminated, or continue to be left in place as provided herein.
2. The City Manager is hereby authorized and directed to take whatever prudent actions that may be necessary to protect the health, safety, and welfare of the citizens of the City and customers of the City's utilities systems.
3. The procedures and formalities otherwise required by law pertaining to the actions enumerated as A through H herein above are hereby waived for the duration of this declaration and any extensions thereof. The City Manager may take such actions on behalf of the City. The City Manager shall attempt to keep the Mayor informed of actions taken under this authority, and extensions of the declaration.
4. Upon its adoption by the City Council, this resolution shall be effective as of September 27, 2022.

This Resolution was read at the emergency session of the City Council held on September 26, 2022. The vote was as follows:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Councilperson/Mayor Anderson	✓			
Councilperson /Deputy Mayor Barnard	✓			
Councilperson McGuire	✓			
Councilperson Mercure	✓			
Councilperson Taylor	✓			

(Seal)

ATTEST:

By:

Christian Hardman, City Clerk

CITY OF AVON PARK, FLORIDA  
SEAL  
1926  
By: Garrett Anderson, Mayor  
Highlands County, Florida

APPROVED AS TO FORM  
AND CONTENT:

Gerald Buhr, City Attorney

## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** Appoint Brenda Gray to the Avon Park Housing Authority

**Item No.:** D-10

**Placed on Agenda by:** City Manager, Mark Schrader

**Staff Review:** Yes

**Attorney Review:**

**Recommended Motion(s):** Appoint Brenda Gray to the Avon Park Housing Authority

**Documentation:**

- Volunteer Application, Brenda Gray
- Email from Penny Pieratt

**Background:**

Due to George (Greg) Wade's passing in August, there is a vacancy for the Avon Park Housing Authority. Brenda Gray has submitted her Volunteer Application to fill the vacancy.

## **VOLUNTEER APPLICATION**

### **FOR BOARDS AND COMMISSIONS**

SEP 23 '22 AM 10:29

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

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

<input type="checkbox"/> Main Street CRA Advisory Board	<input type="checkbox"/> Southside CRA Advisory Board
<input type="checkbox"/> Airport CRA Advisory Board	<input checked="" type="checkbox"/> Housing Authority
<input type="checkbox"/> Pension Boards*	<input type="checkbox"/> Planning & Zoning Board*
<input type="checkbox"/> Police <input type="checkbox"/> Fire	

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

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

**1. PERSONAL:**

Name: **Brenda Gray** E-Mail: **brenda880@yahoo.com**

Address: **410 East Lakeview Drive Avon Park, FL. 33825**

Telephone: **863-873-1138** Business #: **863-657-2138**

Are you a registered voter in Avon Park? ☒ Yes ☐ No

How long have you been a resident of Avon Park? **69 years**

Are you currently serving on a City Board? ☐ Yes ☒ No

If yes, when and which Board? **N/A**

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

**Pastor Annie Storey, 4923 Sebring, FL 33870 (863) 944-2733 (Personal)**

**Raymond Jones, 123 A Avenue Avon Park, FL 33825 (843) 465-7743 (Friend)**

**Eileen Game 1013 S. Delaney Ave Suite 2 Avon Park, FL 33825 (863) 368-1835 (Business)**

3. Education:

High School: \_\_\_\_\_

Date Graduated: \_\_\_\_\_

College: X \_\_\_\_\_

Date Graduated: 12/4/2018

Other: \_\_\_\_\_

Degree: Master Degree (Business)

4. Work Experience:

U.S. Army 21 years; Avon Park City Council 21 years; Business Owner 12 years; Executive Director Heartland Coalition for the Homeless 6 years.

5. Interests/Activities:

Fishing, cooking, sewing

6. Community Involvement:

Member of the Finance Department at St. Mark Missionary Baptist Church; Gold Life Member NAACP; Chairperson of Avon Park Democrats Political Action Committee (PAC);

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

Serving on a board is the most accessible political body that I have the ability to tangible impact on the day-to-day quality of the life of the citizens in my community. I feel that democracy only works when enough of us are aware of the issues affecting our communities and are willing to contribute to the solution. As Mr. Obama said in his eloquently farewell speech – “It falls to each of us to be those anxious, jealous guardians of our democracy; to embrace the joyous task we’ve been given to continually try to improve this great nation of ours. Because for all our outward differences, we all share the same proud title; Citizen.” Serving is what I do best.

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

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

Brenda Gray  
Signature

9/23/2022  
Date

NOTE: If you have any questions concerning the duties and responsibilities of any of the above Boards and/or Commissions, please contact the City Manager’s Office at 452-4400.

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

## Christian Hardman

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**From:** Penny Pieratt <penny.pieratt@avonparkha.org>  
**Sent:** Wednesday, October 5, 2022 9:38 AM  
**To:** Christian Hardman  
**Subject:** RE: Brenda Gray Appointment to the APHA

**Caution:** This email was sent from outside the City of Avon Park's organization.

Good Morning

Yes, she had said she wanted to be on the board and yes there is a vacancy. George (Greg) Wade passed away in August. Thank you for checking in.

*Have a great day!!*

*Penny Pieratt,*  
*Chief Executive Officer*  
**Avon Park Housing Authority**  
**PO Box 1327**  
**Avon Park, FL 33826**  
**863-452-4432 ext 107**  
**863-452-5455 (fax)**

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**From:** Christian Hardman <chardman@avonpark.city>  
**Sent:** Wednesday, October 5, 2022 8:34 AM  
**To:** Penny Pieratt <penny.pieratt@avonparkha.org>  
**Cc:** Mark Schrader <mschrader@avonpark.city>  
**Subject:** Brenda Gray Appointment to the APHA

Good morning Penny,

Brenda Gray has submitted a volunteer application for the APHA. I wanted to touch base with you because we are placing it on the agenda for the October 10<sup>th</sup> City Council meeting. Is there a vacancy? Are you aware of her interest? Thank you for your time, I look forward to your response.

*Christian Hardman*

City Clerk  
(863) 452-4405  
110 East Main Street,  
Avon Park, FL 33825



## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** First Reading: Ordinance No. 17-2022, Amending Regulations for Home-Based Businesses

**Item No.:** D-11

**Placed on Agenda by:** CFRPC

**Staff Review:** Yes

**Attorney Review:**

**Recommended Motion(s):** See City Council Motion Options-CFRPC Overview Report

**Documentation:**

- Ordinance No. 17-2022
- CFRPC Overview Report

**Background:**

See CFRPC Overview Report

## **ORDINANCE 17-2022**

**AN ORDINANCE OF THE CITY OF AVON PARK, FLORIDA, AMENDING THE AVON PARK UNIFIED LAND DEVELOPMENT CODE, AMENDING REGULATIONS FOR HOME-BASED BUSINESSES, SPECIFICALLY AMENDING ARTICLE 7, SECTION 7.10.00, CONCERNING HOME OCCUPATIONS; AND AMENDING ARTICLE 2, SECTION 2.02.08 AND SECTION 2.02.09, REGARDING EMPLOYMENT WITHIN GROUP CARE FACILITIES; AND AMENDING ARTICLE 9, PROVIDING A NEW DEFINITION FOR HOME OCCUPATION, FOR CONSISTENCY WITH SECTION 559.955, FLORIDA STATUTES REGARDING THE REGULATION OF HOME-BASED BUSINESSES IN THE CITY OF AVON PARK; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3167(c), Florida Statutes, empowers the City of Avon Park to adopt land development regulations to guide the growth and development of the City; and

**WHEREAS**, pursuant to Section 166.041(3)(c)2, Florida Statutes, the City Council of the City of Avon Park has held meetings and hearings to amend the Unified Land Development Code as presented in the attached exhibit, such exhibit being Exhibit "A" made a part hereof; and the meetings were advertised and held with due public notice, to obtain public comment; and having considered written and oral comments received during public hearings, find the changes necessary and appropriate to the needs of the City; and

**WHEREAS**, in exercise of its authority, the City Council of the City of Avon Park has determined it necessary to adopt these amendments, which are shown in Exhibit "A" attached hereto and made a part hereof, to encourage the most appropriate use of land consistent with public interest.

**NOW, THEREFORE BE IT ENACTED** by the City Council of the City of Avon Park, Florida,

**Section 1.** Amendments to regulations for home-based businesses, specifically amending Article 7, Section 7.10.00, concerning home occupations; and amendments to Article 2, Section 2.02.08 and Section 2.02.09, regarding employment within group care facilities; and amending Article 9, providing a new definition for home occupation, for consistency with Section 559.955, Florida Statutes regarding the regulation of home-based businesses in the City of Avon Park, as shown in Exhibit "A" are hereby approved.

**Section 2.** **Severability:** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 3.** **Codification:** It is the intention of the City Council that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the City of Avon Park; and regardless of whether such inclusion in the Code is accomplished, sections

of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

**Section 4.**     **Effective Date:** The effective date of this Ordinance shall be the date of its adoption.

**Section 5.**     A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of the City of Avon Park. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**INTRODUCED AND PASSED** on First Reading at the regular meeting of the Avon Park City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED AND DULY ADOPTED**, on second reading at the meeting of the Avon Park City Council duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF AVON PARK, FLORIDA**

\_\_\_\_\_  
Garrett Anderson, Mayor

**ATTEST:**

\_\_\_\_\_  
Danielle Phillips, City Clerk

**Approved as to form:**

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

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

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

**EXHIBIT "A"**

**PROPOSED TEXT AMENDMENTS  
to the City's Land Development Code**

Text shown below as underlined is text to be added.  
Text shown below as ~~strikethrough~~ is text to be removed

**ARTICLE 2: REGULATIONS FOR SPECIFIC DISTRICTS**

***2.02.08 Adult Family-Care Home, Family Day Care Home and Family Foster Home***

- (A) Adult Family-Care Homes, Family Day Care Homes, and Family Foster Homes are permitted in residential areas, in owner-occupied homes only, and are not subject to local zoning laws when so located. Licensing, registration, occupancy and other matters are regulated under specific provisions of the *Florida Statutes*. Article 9 of this Code defines each family care or foster care home. In home Occupational Licenses do not apply. They are included as a group in the Table of Land Uses, 2.04.01(A) under the heading "Group Care Facilities," and are permitted in all residential zoning districts.
- (B) Where State Law permits such uses in residential zoning districts, the following applies:
- (1) No sign larger than two square feet ~~shall be displayed indicating the purpose or nature of the facility~~ shall be permitted in any residential districts, in accordance with Article 4, "Sign Regulations."
  - (2) ~~No employees are allowed except family members, as allowed for a home occupation;~~
  - (2) ~~(3)~~ For Adult Family-Care Homes and Family Day Care Homes, on-street or off-street parking and loading areas must be available for drop-off and pick-up of children or adults, unless the facility is incorporated into a complex where a general parking area is provided.
  - (3) ~~(4)~~ Play areas and playgrounds for these type facilities shall be shaded a minimum of 50% by canopy trees or awnings. The list of acceptable trees is found in Article 3, Section 3.07.00, Table 3.07A, "Canopy Trees".
- (C) ~~(D)~~ Any violation of applicable state regulations shall be deemed a violation of this Code, and shall constitute grounds for termination of the use or Special Exception.

### **2.02.09 Special Needs Facilities**

- (B) Special Needs Facilities are licensed or registered by the State of Florida according to separate and specific provisions of the *Florida Statutes*. Article 9 of this Code defines each special needs facility. They are listed as a group in the Table of Land Uses, 2.04.01(A) under the heading “Group Care Facilities.”
- (C) Special Needs Facilities that wish to locate in a residential zoning district are subject to additional regulations. An application must be filed for a Special Exception use in residential zoning districts. In home Occupational Licenses do not apply. The following regulations apply:
  - (2) No sign larger than two square feet shall be ~~displayed indicating the purpose or nature of the facility shall be~~ allowed in any residential districts, in accordance with Article 4, “Sign Regulations.”
  - (3) ~~No employees are allowed except family members, as allowed for a home occupation;~~
  - (3) (4) On-street or off-street parking and loading areas must be available for drop-off and pick-up of children or adults, unless the facility is incorporated into a complex where a general parking area is provided.
  - (4) (5) Play areas and play grounds for these type facilities shall be fenced; and, all outdoor activities shall be limited to the hours between one half hour before sunrise to one half hour after sunset;
  - (5) (6) Play areas and play grounds for these type facilities shall be shaded a minimum of 50% by canopy trees or awnings. The list of acceptable trees is found in Article 3, Section 3.07.00, Table 3.07A, “Canopy Trees”.

## **ARTICLE 7: DEVELOPMENT APPROVAL PROCESS**

### **7.10.00 Home Occupations**

A home-based occupation may be conducted within a residential dwelling that is zoned for residential use under the following conditions:

- (A) Accessory to a Residential Use. The home occupation shall be conducted within the residential dwelling that is the residence of the home occupation practitioner and shall be clearly incidental and secondary to use of the dwelling for residential purposes.
- (B) Employees. Employees of the business who work at the residential dwelling must also reside in the residential dwelling, except up to a total of two (2) people or independent contractors

who do not reside at the residential dwelling may work at the business. The business may also have remote employees who do not work at the residential dwelling.

- (C) Residential Character. Under no circumstances shall the residential character of the property be changed by the home occupation. As viewed from the street the use of the residential property shall be consistent with the uses of the residential areas that surround the property. External modifications to the residential dwelling to accommodate a home occupation shall conform to the residential character and architectural aesthetics of the neighborhood.
- (D) Signage. A non-illuminated sign, not to exceed two (2) square feet in area, may be affixed flat against the exterior wall of the residential dwelling.
- (E) Retail Transactions. The business shall not conduct retail transactions at a structure other than the residential dwelling; however incidental business uses and activities may be conducted at the residential property.
- (F) Parking. The home occupation shall not generate parking needs in greater volume than would normally be expected to serve a similar residence where no business is conducted. No additional parking spaces shall be provided in excess of those required to serve the residential unit under Section 3.03.02, Number of Required Parking Spaces. Vehicles and trailers associated with a home occupation business shall be parked in legal parking spaces and not within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence.
- (G) Parking or Storage of Heavy Equipment. Parking or storage of heavy equipment shall comply with the standards under Section 3.03.02, Special Parking Restrictions in Residential Districts. For purposes of this paragraph, the term “heavy equipment” means commercial, industrial, or agricultural vehicles, equipment, or machinery.
- (H) Performance Standards. No home occupation shall involve chemicals, matter or energy that may create or cause to be created noise, odors, vibration, glare, fumes, odors, electrical interference or hazards dangerous to the public health, safety and welfare in accordance with standards of performance under Section 3.06.00. In case of electrical interference, no equipment or process shall be used that creates visual or audible interference in radio, camera, computerized equipment, or television receivers, or causes fluctuations in line voltages off the premises.
- (I) Licensing. All home occupation practitioners shall obtain an occupational license/business tax receipt.

Authorized home occupations shall comply with all of the following provisions:

- (A) ~~No person other than a member of the family residing on the premises shall be employed in the home occupation.~~

- ~~(B) — The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to the use of the unit for residential purposes by its occupants. Under no circumstances shall the residential character of the property be changed by the home occupation.~~
- ~~(C) — No sign or display shall be provided to indicate from the exterior that the building is being used in whole or in part for any purposes other than that of a dwelling.~~
- ~~(D) — Business activities associated with a home occupation, including storage of merchandise and materials, shall take place only in the principal structure.~~
- ~~(E) — No home occupation shall occupy more than a total of 500 square feet of floor area.~~
- ~~(F) — Traffic shall not be generated by the home occupation in greater volumes than would normally be generated by a dwelling unit in a residential area. No additional parking spaces shall be provided in excess of those required to serve the residential unit under Section 3.03.00.~~
- ~~(G) — No equipment or process shall be used in a home occupation that creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses. In case of electrical interference, no equipment or process shall be used that creates visual or audible interference in radio or television receivers or causes fluctuations in line voltages off the premises.~~
- ~~(H) — No articles or materials pertaining to the home occupation shall be stored on the premises, except inside the principal structure.~~

~~————~~ ***7.10.01 Procedure for Approval of a Home Occupation***

~~————~~ A home occupation may be approved administratively by the Development Director upon payment of a review fee established by the City Council and submission of an application containing the following information and documentation:

- ~~————~~ (A) — Name(s) of owner(s) and a copy of the deed to the property.
- ~~————~~ (B) — Legal description of the property.
- ~~————~~ (C) — Complete written description of the activity proposed as a home occupation.
- ~~————~~ (D) — Copy of Highlands County Property Appraiser's map showing subject property and all surrounding properties within a 100-foot radius of subject property's boundaries.
- ~~————~~ (E) — Certified survey of subject property (at Development Director's discretion).
- ~~————~~ (F) — Signatures of all property owners within 100 feet on a petition indicating no objection to the home occupation.

The Development Director may refer the matter to the Planning and Zoning Board for approval if signatures from all property owners within 100 feet of the subject property cannot be obtained, or for any other reason that may justify such referral. Home occupation approvals shall be handled through the same process as a zoning district change or special exception approval.

## ARTICLE 9: DEFINITIONS

**Home Occupation:** An occupation, profession, or business activity conducted within a residential dwelling by a resident residing in the dwelling unit, where such use is clearly incidental and subordinate to the residential use and where the residential character of the dwelling shall not change. The term is synonymous with “home-based business”.

~~**Home Occupation:** Any occupation in connection with which there is kept no stock in trade or commodity sold upon the premises; no person employed other than a member of the immediate family residing upon the premises; and no mechanical equipment used except such as is permissible for purely domestic or household purposes; and in connection with which there is used no sign, other than an unlighted name plate not more than two (2) square feet in area, nor display that will indicate from the exterior that the building is being utilized in part for any purpose other than that of a dwelling.~~



**CITY OF AVON PARK  
PROPOSED TEXT AMENDMENTS TO THE CITY'S  
LAND DEVELOPMENT CODE**

**OVERVIEW REPORT**

October 10, 2022

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**TO:** City of Avon Park, City Council

**FROM:** Central Florida Regional Planning Council

**SUBJECT:** **Ordinance 17-2022:**

City-initiated text amendments to the City of Avon Park Land Development Code as they pertain to Home Occupations, specifically amending Article 7, Section 7.10.00; and amending Article 2, Section 2.02.08 and Section 2.02.09; and amending Article 9, Definitions; to provide consistency with Section 559.955, Florida Statutes, regarding Home-Based Businesses.

**HEARING DATES:**

- September 13, 2022, 5:30 PM: Planning and Zoning Board (Public Hearing)
- **October 10, 2022, 6:00 PM: City Council (First Reading)**
- October 24, 2022, 6:00 PM: City Council (Second Reading, Public Hearing)

**CITY COUNCIL MOTION OPTIONS:**

1. I move the City Council **approve Ordinance 17-2022 on First Reading.**
2. I move the City Council **approve Ordinance 17-2022 on First Reading with changes.**

**PLANNING AND ZONING BOARD ACTION:**

On Tuesday, September 13, 2022, the Avon Park Planning & Zoning Board voted unanimously to forward the proposed amendments to the City Council with a **recommendation of approval.**

**BACKGROUND & INTENT:**

Florida House Bill 403 created a new section in the Florida Statutes to regulate home-based businesses with the intent to make it easier to establish a business from the home. Florida Statutes, Section 559.955, which went into effect July 1, 2021, provides statewide standards for how local governments can regulate home-based businesses and limits local regulation in conformity with the new provisions of Section 559.955.

For conformance with Florida Statutes, text amendments to the City's Land Development Code have been proposed.

## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** First Reading: Ordinance 16-2022, City Council Health Insurance

**Item No.:** D-12

**Placed on Agenda by:** H.R. Director, David Shoup

**Staff Review:** Yes

**Attorney Review:** Yes

**Recommended Motion(s):** Approve First Reading of Ordinance 16-2022, City Council Health Insurance

**Documentation:**

- Ordinance 16-2022

**Background:**

## ORDINANCE NO. 16 - 2022

**AN ORDINANCE TO AMEND THE CITY CODE SECTION 2-33 OF THE CITY CODE INCREASING COUNCIL PAY AND ALLOWING PARTICIPATION BY COUNCILMEMBERS IN CITY INSURANCE PROGRAM; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has found that it necessary and prudent to compensate the City Council for health insurance expenses, and

**WHEREAS**, legal counsel has advised that providing payment as an incentive to forego electing insurance through the City is inappropriate, but that providing compensation, which Councilmembers may voluntarily elect to use for costs of their City insurance policy coverage, is not inappropriate under the law; and

**WHEREAS**, in 2019, the City Council adopted Ordinance 15-2019 to increase Councilmember salaries to account for the extra cost to Councilmembers for insurance in place at that time; and

**WHEREAS**, **2023** changes in insurance plan have brought about a change to the amounts provided in Ordinance 15-2019; and

**WHEREAS**, this Ordinance is intended to amend the City 's code to provide such compensation for direct cost of participating in the City **2023** insurance program.

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

Form: Redline and underline shall mean language added to the code, and language-strike through shall mean language deleted from the code.

### **SECTION ONE: Amendment of Section 2-33 of the City Code**

#### **Sec. 2-33. - Compensation.**

- (a) Members of the City Council of the City of Avon Park, Florida shall be compensated at the rate of \$760.20 **867.00** per month and on a monthly basis in the amount of \$25.00 for every regular, special, and workshop council meeting attended during that month.
- (b) The Mayor of the City of Avon Park shall be compensated at the rate of \$916.20 **1023.00** per month and on a monthly basis in the amount of \$25.00 for every regular, special, and workshop council meeting attended during that month.

- (c) The changes in salary described in (a) and (b) above shall be applied retroactive to the first day of the ~~2021-2022~~ **2022-2023** budget, October 1, ~~2021~~ **2022**.
- (d) The Mayor and members of the City Council shall be entitled to participate in the City's insurance coverage, provided they enroll in and pay any costs for such insurance. The Mayor and City Councilmembers may, at their sole option, elect to use the compensation set forth in this section to pay the cost of the insurance.

## **SECTION TWO: CONFLICTS**

Any ordinances or parts of ordinances in conflict herewith are hereby repealed.

## **SECTION THREE: INCLUSION IN THE CODE**

It is the intention of the City Council that the provisions of this ordinance shall become and be made a part of the City of Avon Park Code; and that Sections of this ordinance may be renumbered or relettered and the word ordinance may be changed to section, article, or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or relettered and typographical errors which do not affect the intent may be authorized by the City Manager or his designee without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

## **SECTION FOUR: SEVERABILITY**

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

## **SECTION FIVE: EFFECTIVE DATE**

This ordinance shall become effective upon passage.

This Ordinance was read for the first time at the regular ☐ special ☐  
session of The City Council held on \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

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

The vote was as follows:

	Yes	No	Abstain	Absent
Mayor Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Barnard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember McGuire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Mercure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Taylor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This Ordinance was read for the second time at the regular ☐ special ☐  
session of The City Council held on \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

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

The vote was as follows:

	Yes	No	Abstain	Absent
Mayor Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Barnard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember McGuire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Mercure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Taylor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CITY OF AVON PARK, FLORIDA**

\_\_\_\_\_  
Garrett Anderson, Mayor

**ATTEST:**

\_\_\_\_\_  
Christian Hardman, City Clerk

**Approved as to form:**

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

## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** Resolution 2022-29, to Accept FDOT Public Transportation Apron Rehabilitation Grant Agreement

**Item No.:** D-13

**Placed on Agenda by:** Finance Director, Melody Sauerhafer

**Staff Review:** Yes

**Attorney Review:** Yes

**Recommended Motion(s):** Approve Resolution 2022-29 to Accept FDOT Transportation Apron Rehabilitation Grant Agreement in the amount of \$267,374.

### **Documentation:**

- Resolution 2022-29
- Florida Department of Transportation Public Transportation Grant Agreement Contact # G2C70

### **Background:**

On September 12, 2022, Council approved FAA's Apron Rehabilitation Grant in the amount of \$2,406,366. FDOT's agreement, in the amount of \$267,374, is 10% matching funds which will complete the total project cost of \$2,673,740.

These funds will be used for full-depth pavement reconstruction, and asphalt pavement rejuvenation to the northern terminal area apron west of Taxiway F and north to Runway 10-28. Based on data from the 2021 FDOT Statewide Airfield Pavement Management Program report for AVO large portions of the apron pavements have deteriorated to a point where rehabilitation is no longer feasible. New pavements are to be installed in this project are designed for a 20-year structural lifespan.

**RESOLUTION 2022-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVON PARK FLORIDA, PROVIDING FOR THE ADOPTION OF A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AVON PARK, FLORIDA**, in a public meeting assembled this 10<sup>th</sup> day of October, 2022: Having considered the advantages and disadvantages of adoption, the City Council does hereby adopt the Grant Agreement attached hereto as Exhibit "A."

**IN WITNESS WHEREOF**, the City of Avon Park, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on the 10<sup>th</sup> day of October, 2022. The vote was:

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	Yes	No	Abstain	Absent
Mayor Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Barnard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember McGuire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Mercure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Taylor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

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Christian Hardman, City Clerk

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Garrett Anderson, Mayor

APPROVED AS TO FORM:

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Gerald T. Buhr, City Attorney

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**Form 725-000-01  
STRATEGIC  
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OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence) <u>448711-1-94-01</u>	Fund(s): Work Activity Code/Function: <u>215</u> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u> Federal Award Date: <u>N/A</u> Agency SAM/UEI Number: _____	DPTO <u>215</u>	FLAIR Category: <u>088719</u> Object Code: <u>740100</u> Org. Code: <u>55012020129</u> Vendor Number: <u>VF596000269001</u>
Contract Number: <u>G2C70</u>			
CFDA Number: <u>N/A</u>			
CFDA Title: <u>N/A</u>			
CSFA Number: <u>N/A</u>			
CSFA Title: <u>N/A</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and City of Avon Park, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in AVON PARK EXECUTIVE ARPT APRON REHABILITATION AND EXPANSION, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ \*Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ \*Exhibit B2: Advance Payment Financial Provisions
- ☐ \*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ \*Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ \*Exhibit G: Audit Requirements for Awards of State Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

- ☐ \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
☐ \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor  
☐ \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

**5. Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

**6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the  day of , or within  days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

**7. Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

**8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

**9. Project Cost:**

- a. The estimated total cost of the Project is \$2,673,740. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$267,374 and, the Department's participation in the Project shall not exceed 10.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

**15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
 Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
 Local Government Audits/342  
 111 West Madison Street, Room 401  
 Tallahassee, FL 32399-1450  
 Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
  - c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- 16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.
- 17. Restrictions, Prohibitions, Controls and Labor Provisions:**
- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
  - b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT**

Form 725-000-01  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

#### 18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Avon Park

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John M. Kubler, P.E.

Title: \_\_\_\_\_

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

Don Conway, Senior Attorney (as to legality and form)

DS  
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): AVON PARK EXECUTIVE ARPT APRON REHABILITATION AND EXPANSION

**B. Project Location** (limits, city, county, map): Avon Park Executive Airport/Avon Park, FL/Highlands

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

Apron (Construction/Extension/Strengthening): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), high-mast lights and signage, drainage, utilities, and fencing and gates, including all materials, equipment, labor, and incidentals required to construct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

Apron Lighting Installation/Upgrade: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, demolition, trenching and backfilling, high-mast lights, signage, airfield lighting, cables, guidance signs, conduits, lightning protection, structural concrete, required vault equipment modifications, and pavement repairs, including all materials, equipment, labor, and incidentals required to complete the work. The Sponsor will comply with Aviation Program Assurances.

Apron Markings: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey, construction inspection costs, mobilization and demobilization, maintenance of traffic, pavement marking removal, surface preparation, pavement markings, and safety barricades, including all materials, equipment, labor, and incidentals required to mark the apron. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s):** Avon Park Executive ARPT Apron Rehabilitation and Expansion

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
448711-1-94-01	DPTO	088719	2023	740100	N/A	N/A	\$267,374.00
448711-1-94-01	FAA	088719	2023	740100	N/A	N/A	\$2,406,366.00
<b>Total Financial Assistance</b>							<b>\$2,673,740.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$267,374.00	\$0.00	\$2,406,366.00	\$2,673,740.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$267,374.00</b>	<b>\$0.00</b>	<b>\$2,406,366.00</b>	<b>\$2,673,740.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	
--	--

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Dawn Gallon, CPM, FCCM

Department Grant Manager Name

DocuSigned by:  
 Dawn Gallon

9/27/2022 | 11:23 AM EDT

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Dawn Gallon, CPM, FCCM (email: [dawn.gallon@dot.state.fl.us](mailto:dawn.gallon@dot.state.fl.us)) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

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

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

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

**a. Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

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

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

**a. Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

**b. Florida Requirements**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

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

**3. Preserving Rights and Powers.**

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

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

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

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

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

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

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

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

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

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

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

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

**13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance.**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
  - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
  - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
  - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

**18. Airfield Access.**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

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

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

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

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 07/22

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

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

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

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

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

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

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

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

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

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

**EXHIBIT F**

**Contract Payment Requirements  
Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

To: Dawn.Gallon@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2C70

9/23/2022

### CONTRACT INFORMATION

Contract:	G2C70
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF AVON PARK
Vendor ID:	F596000269001
Beginning Date of This Agreement:	09/22/2022
Ending Date of This Agreement:	06/30/2025
Contract Total/Budgetary Ceiling:	ct = \$267,374.00
Description:	Avon Park Executive ARPT Apron Rehabilitation and Expansion

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 9/23/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	\$267,374.00
Financial Project:	44871119401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55100100
Category/Category Year:	088719/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

**Total Amount: \$267,374.00**

## Certificate Of Completion

Envelope Id: AEE73082CEC0454793318C775B7F0E17	Status: Completed
Subject: Complete with DocuSign: AVO_G2C70_448711-1_Apron Rehabilitation and Expansion_Original PTGA_Dr...	
Contract Number (ex. C9A12, optional): G2C70	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 448711-1-94-01	
Office (contact Procurement if add is needed):	
Aviation	
HR Action?: No	
Source Envelope:	
Document Pages: 38	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	
Envelope Originator: Dawn Gallon 605 Suwannee Street MS 20 Tallahassee, FL 32399-0450 dawn.gallon@dot.state.fl.us IP Address: 156.75.252.6	

## Record Tracking

Status: Original 9/27/2022 11:16:11 AM	Holder: Dawn Gallon dawn.gallon@dot.state.fl.us	Location: DocuSign
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## Signer Events

Dawn Gallon  
dawn.gallon@dot.state.fl.us  
Florida Department of Transportation  
Security Level: Email, Account Authentication (None)

## Signature

  
DocuSigned by:  
Dawn Gallon  
9EA4289114E440A...  
Signature Adoption: Pre-selected Style  
Using IP Address: 156.75.252.6


## Timestamp

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Viewed: 9/27/2022 11:23:33 AM  
Signed: 9/27/2022 11:23:43 AM

## Electronic Record and Signature Disclosure:

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Don Conway  
don.conway@dot.state.fl.us  
Senior Attorney  
Florida Department of Transportation  
Security Level: Email, Account Authentication (None)

  
Signature Adoption: Pre-selected Style  
Using IP Address: 156.75.180.190

Sent: 9/27/2022 11:23:45 AM  
Viewed: 10/3/2022 9:47:06 AM  
Signed: 10/3/2022 9:50:11 AM

## Electronic Record and Signature Disclosure:

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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/27/2022 11:23:15 AM
Certified Delivered	Security Checked	10/3/2022 9:47:06 AM
Signing Complete	Security Checked	10/3/2022 9:50:11 AM
Completed	Security Checked	10/3/2022 9:50:11 AM
Payment Events	Status	Timestamps

## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** Award RFQ #22-07 for Professional Engineering Services for the Design of Avon Park Fire Station Hardening project to Cool and Cobb Engineering.

**Item No.:** D-14

**Placed on Agenda by:** Finance Director, Melody Sauerhafer

**Staff Review:** Yes

**Attorney Review:**

**Recommended Motion(s):** Approve award of RFQ #22-07 to Cool and Cobb Engineering Company, authorizing city staff to commence contract negotiation with vendor for Fire Station Hardening.

### **Documentation:**

- Cool and Cobb Engineering's RFQ submittal packet
- Purchasing Department's Award Recommendation, including Scoring
- Reference checks (Vendor's submission contains additional letters of reference)
- Authority to Use Grant Funds letter

### **Background:**

The City applied for the Fire Station Hardening Grant in August 2021. Grant funds in the amount of \$894,487 were awarded and approved by City Council on 3/28/2022. These funds will be used for improving the fire station to include: exterior walls, roof removal and replacement, new doors and window shutters, interior ceiling and wall repair, electrical upgrades, new main electrical panel, new paging system, kitchen upgrades and bunk room upgrades.

This RFQ is for Engineering services pertaining to this project. The City has received the Authority to Use Grant Funds Approval letter, dated September 29, 2022.

CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07

**Cool and Cobb Engineering Company**

Carl E. Cool  
203 West Main Street  
Avon Park, Florida 33825  
(863)657-2323

**REQUEST FOR QUALIFICATIONS (RFQ #22-07)**

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT**

**SEPTEMBER 02, 2022**



**AVON PARK**  
The City of Charm

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

September 02, 2022

Mr. Andy Mogle  
Purchasing Agent  
City of Avon Park  
110 East Main Street  
Avon Park, Florida 33825

**RE: RFQ NO. 22-07 – Transmittal Letter  
Professional Engineering Services City of Avon Park Fire Station Hardening Project**

Dear Selection Committee,

Thank you for allowing the **Cool and Cobb Engineering Team** to provide you with this Proposal for the City of Avon Park Professional Services for the City of Avon Park Fire Station Hardening Project. We greatly appreciate the projects we have been granted in the past and are genuinely excited about working for the City on future projects.

Our staff includes two full-time Licensed Engineers, one part-time Licensed Engineer, a Registered Architect along with several Designers. We have 125-years of combined Civil and Structural Engineering experience relating to Design Build Projects, Project Cost Estimating, Cost Engineering, CEI Services, Permitting, Planning, Feasibility Studies, Conceptual & Schematic Designs, Interior Design Services, Parking Lot Design, Boat Docks, Structural Analysis, Environmental Site Assessment & Permitting, and Stormwater Projects. We are well versed in permitting procedures through Building Departments, Fire Reviews, Water Management Districts, Florida Department of Environmental Protection, and the Florida Department of Transportation. We are FDOT approved for Planning Services, Minor Highway Design, and Traffic Engineering Services.

We believe our Team exemplifies the capability to provide the City of Avon Park with successful projects with quality and excellent service. Our vast knowledge and experience in both architectural & engineering services along with our well-qualified sub-consultants ensures that we can meet the demand of future projects. We have put forth significant effort in the preparation of our proposal and are confident that you will find our submittal and work product informative and exceptionally responsive. Our company and other team members provide an excellent value on every project entrusted to us. We bring this track record and level of commitment that goes with it to upcoming projects for the City of Avon Park.

The philosophy of our Team at Cool and Cobb Engineering can be summarized as “**Committed to Service.**” In other words, we are dedicated to meet the needs of our clients by doing “**whatever it takes to get the job done right!**”

We look forward to working with you and are confident that together we can deliver a successful and cost effective project that all project stakeholders can be proud of.

Sincerely,



**James “Mason” Cobb, P.E.  
President**

**COOL AND COBB ENGINEERING COMPANY**

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**TABLE OF CONTENTS**

<b><u>SECTION NO:</u> .....</b>	<b>PAGE #</b>
<b>TAB 1: Narrative/Self-Analysis/Statement of Qualifications</b>	<b>4</b>
<b>TAB 2: References</b>	<b>6</b>
<b>TAB 3: Staffing</b>	<b>22</b>
<b>TAB 4: Pending/Past Litigation</b>	<b>45</b>
<b>TAB 5: City Response Forms</b>	<b>47</b>
<b>TAB 6: Proposed Contract</b>	<b>56</b>
<b>TAB 7: Additional Materials</b>	<b>64</b>

CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07

**TAB 1: Narrative/Self-Analysis/Statement of Qualifications**

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

Cool and Cobb Engineering Company (Cool and Cobb) is a medium-size engineering firm located at 203 West Main Street in Avon Park. Cool and Cobb is a private for-profit engineering company owned by Carl Cool, Maureen Cool and Mason Cobb. Carl grew up in and currently resides in Sebring with his wife Maureen. Mason grew up in and currently resides in Avon Park, Florida. Both graduated from South Florida State College and received their engineering degrees from Florida Universities. Mason Cobb serves as President and Carl Cool as Vice-President and both are currently licensed professional engineers in the State of Florida. Maureen Cool serves as Secretary/Treasurer. Cool and Cobb Engineering Company currently has ten full-time employees and two-part time employees.

Currently, Cool and Cobb has one hundred forty three (143) projects that are under contract for design, permitting or construction. In the past five (5) years, Cool and Cobb has completed fifty-nine government projects. Of the fifty-nine projects, eighteen were for the City of Avon Park.

Cool and Cobb is the company the City of Avon Park calls when grant applications are needed, designs for new projects, or a problem needing engineering arises. We respond and work to meet the need very quickly in most cases. Recently grant applications for the ball fields at Durrah Martin and Martin Luther King Jr. City Parks were needed. We provided the designs for the two grants at no cost to the City.

Our company's eleven years of history has been one of growth each year. We began with three employees, only had a few jobs and not many were for government agencies. We started out then and continue today, to make it our goal to complete every job with honesty, integrity and excellence so the client is happy and satisfied. We ask questions and do our research to ensure we understand the project to complete each job in a cost-efficient timely manner. We strive for a finished project that we can be proud of! That type of company philosophy is why our client volume continues to grow each and every year. A lot of our work comes from referrals and repeat clients.

Cool and Cobb Engineering supports our Community. Almost every fund-raising group in Avon Park comes by Cool and Cobb Engineering Company because of our many years of support. We have provided free services for several projects including the Boy & Girl Scouts, the Avon Park Founders Garden Club and completing grant applications for governmental agencies at no cost. Our president, Mason Cobb is a Dixie Youth baseball coach who has represented Avon Park at the State Championship and World Series for the last three years in a row. Cool and Cobb was awarded the "Local Business of the Year" by the Avon Park Chamber of Commerce in 2018.

Our sub-contractual agreements are with qualified, solid companies that have worked with us for many years. We have not had a bad relationship project with any of our proposed partners listed for this project.

**Members of this Team have worked with CDBG Grants for the last thirty (30) years.** In those thirty years we have never had a problem that we could not resolve to the satisfaction of the State. We have never had a project where funds had to be returned or where any penalty has been assessed against the local government that was awarded the grant.

CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07

**TAB 2: REFERENCES**

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**1. Hardee County Bowling Green Fire Station #3 Design Build**

**Location:** 620 W. Main Street, Bowling Green, FL 33834

**Respondent's Responsibility:** Provide Engineered Plans for Permitting & Construction

**Project Owner Representative:** G.D. "Willie" Nabong, P.E.

**Project User Agency's Representative:** Lexton H. Albritton, Jr., County Manager

**Address & Phone:** 412 W. Orange Street, Wauchula, FL 33873 (863) 773-9430

**Date of Project Completion:** Final completion was May 02, 2018.

**Project Costs:** Design Cost               \$ 8,500.00

Construction Cost   \$929,014.00

**Work Activities of Respondent's Staff:** Mason Cobb was Lead Engineer for Structural Design of a 6,948sf Fire Station.

**Present Status of Project:** Completed and in full operation.

**2. Highlands County Fire Services Leisure Lakes VFD #30**

**Location:** 1231 Lake Josephine Dr., Sebring, FL 33870

**Respondent's Responsibility:** Provide Engineered Plans for Permitting & Construction for a 585sf Addition and Remodel

**Project Owner Representative:** James E. Branca, Sr., Fire Marshall

**Address & Phone:** 6850 W. George Blvd., Sebring, FL 33875

**Email:** jbranca@hceoc.org

**Project User Agency's Representative:** Same as above

**Address, Phone, and Email:** Same as above

**Date of Project Completion:** August 14, 2017

**Project Costs:** Design Cost               \$ 65,940.00

Construction Cost   \$171,644.00

**Work Activities of Respondent's Staff:** Mason Cobb was Lead Engineer of the Structural Design and renovation. Designed structural plans for expansion to fire engines would fit inside. Oversaw the Bidding and Construction Phase for the County VFD during construction.

**Present Status of Project:** Completed and in full operation.

**3. Highlands County Jackson/Josephine Creek Repair Project**

**Location:** Jackson/Josephine Creek Canal and SR 66, Sebring, Florida

**Respondent's Responsibility:** Permitting and Repair Design of a major washout.

**Project Owner Representative:** Dawn Ritter

**Address:** 4344 George Blvd., Sebring, FL 33875

**Phone:** 863-402-6529

**Email:** dritter@highlandsfl.gov

**Project User Agency's Representative:** Dawn Ritter

**Address, Phone, and Email:** Same as above

**Date of Project Completion:** Original Schedule November 2019 – Final March 2020  
(An extension was granted)

**Project Costs:** Design Cost               \$ 62,230.00

**COOL AND COBB ENGINEERING COMPANY**

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

Construction Cost     \$442,800.00

**Work Activities of Respondent's Staff:** Carl Cool and Chris Brown worked together on Site Design. Chris was in charge of obtaining SWFWMD Permits and DEP Permits. Carl completed inspections and Final Certification as required by NRCS Agreement.

**Present Status of Project:** Completed and in full operation.

**Size of Project:** 1 Acre

**Value Engineering or Cost Containment:** Project designed in accordance with requests from permitting agency. A redesign was completed and approved to reduce cost of project.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**JOHN SHOOP, MAYOR**

**COUNCIL:**

**TOM DETTMAN, PRESIDENT  
LENARD CARLISLE, PRO-TEMPORE  
ROLAND BISHOP  
TERRY MENDEL  
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  
FINANCE DIRECTOR**

August 31, 2022

To: Whom it May Concern:

Subject: Chloe Terrace – Letter of Reference

Carl Cool was instrumental in the successful design and construction oversight of the drainage improvements on Chloe Terrace. The engineering firm's design solved the drainage problem and helped to improve the water quality leaving Chloe Terrace into Lake Jackson.

Carl was a pleasure to work with during the process of design, permitting and construction he made himself readily to answer any staff questions or meet with concerned property owners. Moreover, the City of Sebring found the services of Cool and Cobb Engineering to be very satisfactory at a financially reasonable cost.

Sincerely,

Scott Noethlich  
City Administrator

BSN:rp

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**EVALUATION QUESTIONNAIRE  
Cool and Cobb Engineering Company**

To: Richard Dunn Company: R & R Dunn Construction, Inc.  
Email: skippy2367@gmail.com Ph: 941-650-2403

Project Name: 13th Ave Arcadia, FL  
Address: 621 and 625 N. 13th Ave Arcadia FL 34266

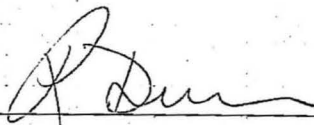
Cost of Project: \$ 35,000 Yr. Work Performed: 2022

Scope of Work: Install water/sewer to D.E.P Standards to  
connect to City water and sewer.

NO	CRITERIA	UNIT	SCORE
1	Ability to Manage Cost Control	[1-10]	10
2	Ability to Maintain Project Schedule (On Time or Early)	[1-10]	10
3	Quality of Workmanship	[1-10]	10
4	Professionalism & Ability to Manage	[1-10]	10
5	Ability to Communicate with Client Staff	[1-10]	10
6	Ability to Resolve Issues Promptly	[1-10]	10
7	Ability to Follow Protocol	[1-10]	10
8	Ability to Maintain Proper Documentation	[1-10]	10
9	Ability to Provide Construction Management	[1-10]	N/A
10	Close Out Process	[1-10]	10
11	Overall Customer Satisfaction	[1-10]	10

Rate each of the criteria below on a scale of 1 to 10, with 10 representing you were very satisfied and 1 representing you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank or mark it NA.

Richard Dunn  
Printed Name of Evaluator

  
Signature of Evaluator

Thank you for your time and effort in completing this evaluation of Cool and Cobb Engineering Company

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**EVALUATION QUESTIONNAIRE  
Cool and Cobb Engineering Company**

To: Matt Carlton Company: C+G Homes LLC  
Email: mattcarlton@hotmail.com Ph: 863-781-0436

Project Name: Hidden Creek North  
Address: \_\_\_\_\_

Cost of Project: \$1,229,910.6 Yr. Work Performed: 2005-2019

Scope of Work: Re-engineered 54 lot development  
in Hardee County, Revised all drawings,  
Performed every thing needed to  
complete project and close out.

NO	CRITERIA	UNIT	SCORE
1	Ability to Manage Cost Control	[1-10]	8
2	Ability to Maintain Project Schedule (On Time or Early)	[1-10]	9
3	Quality of Workmanship	[1-10]	10
4	Professionalism & Ability to Manage	[1-10]	8
5	Ability to Communicate with Client Staff	[1-10]	10
6	Ability to Resolve Issues Promptly	[1-10]	10
7	Ability to Follow Protocol	[1-10]	8
8	Ability to Maintain Proper Documentation	[1-10]	8
9	Ability to Provide Construction Management	[1-10]	9
10	Close Out Process	[1-10]	10
11	Overall Customer Satisfaction	[1-10]	10

Rate each of the criteria below on a scale of 1 to 10, with 10 representing you were very satisfied and 1 representing you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank or mark it NA.

Matt Carlton  
Printed Name of Evaluator

Matt Carlton  
Signature of Evaluator

Thank you for your time and effort in completing this evaluation of Cool and Cobb Engineering Company

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**ALTA CITRUS LLC**

1110 W. Bell Street  
P.O. Box 579  
Avon Park, FL 33826  
863-452-1230 (office)  
863-452-0306 (fax)  
carlos@cgamez.com, michelle@cgamez.com

August 29, 2022

To Whom It May Concern:

Please accept this letter as a letter of recommendation for Cool and Cobb Engineering. Alta Citrus has worked closely with Cool and Cobb during several projects within the past few years. We are extremely pleased with the outcome.

We have found them to be professional and punctual with their project deadlines. The staff with Cool and Cobb is very courteous and very quick to reply to any issues or problems that may arise.

We look forward to working with them with any more future projects.

Respectfully,

  
Carlos Gamez  
Owner

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**EVALUATION QUESTIONNAIRE  
Cool and Cobb Engineering Company**

To: Cool and Cobb Company: Clyde Johnson Contracting  
Email: titus.johnson@johnsongroup.com Ph: 863-805-0001

Project Name: Hendry County Emergency Operations Center  
Address: 4425 SR-80 E Labelle, FL 33935

Cost of Project: \$162,300.00 Yr. Work Performed: 2022

Scope of Work: Remove the existing hot tar applied built up roofing and 2-layers of 1-1/2" Polystyrene insulation and the hot tar applied vapor barrier down to the existing deck. Removed the existing lightning protection system. Furnish and install Johns Manville D75216 SBS 2-ply torch applied BUR on 1/2" coverboard foam adhered on 1 layer of 3.5" Polystyrene. Roof Assembly shall have a 20-year NDL (no dollar limit) and a 100 m.p.h. wind rick warranty.

NO	CRITERIA	UNIT	SCORE
1	Ability to Manage Cost Control	[1-10]	10
2	Ability to Maintain Project Schedule (On Time or Early)	[1-10]	10
3	Quality of Workmanship	[1-10]	10
4	Professionalism & Ability to Manage	[1-10]	10
5	Ability to Communicate with Client Staff	[1-10]	10
6	Ability to Resolve Issues Promptly	[1-10]	10
7	Ability to Follow Protocol	[1-10]	10
8	Ability to Maintain Proper Documentation	[1-10]	10
9	Ability to Provide Construction Management	[1-10]	10
10	Close Out Process	[1-10]	10
11	Overall Customer Satisfaction	[1-10]	10

Rate each of the criteria below on a scale of 1 to 10, with 10 representing you were very satisfied and 1 representing you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank or mark it NA.

Titus Johnson  
Printed Name of Evaluator

  
Signature of Evaluator

Thank you for your time and effort in completing this evaluation of Cool and Cobb Engineering Company

59,120

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**EVALUATION QUESTIONNAIRE**  
Cool and Cobb Engineering Company

To: John Barben  
(Name of Person Completing Evaluation)

Phone: 863-453-3659

Project: Avon Park Airport Drainage Project

Cost of Project: \$ 824,900

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would re-hire the firm again) and 1 representing that you were very unsatisfied (and would not hire the firm again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to Manage Cost Control	[1-10]	10
2	Ability to Maintain Project Schedule (On time or early)	[1-10]	10
3	Quality of Workmanship	[1-10]	10
4	Professionalism & Ability to Manage	[1-10]	10
5	Ability to Communicate with Client Staff	[1-10]	NA
6	Ability to Resolve Issues Promptly	[1-10]	10
7	Ability to Follow Protocol	[1-10]	10
8	Ability to Maintain Proper Documentation	[1-10]	NA
9	Ability to Provide Construction Management	[1-10]	NA
10	Close out Process	[1-10]	NA
11	Overall Customer Satisfaction	[1-10]	10

John P Barben  
Printed Name of Evaluator

John P Barben  
Signature of Evaluator

Thank you for your time and effort in completing this evaluation of Cool and Cobb Engineering

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**EVALUATION QUESTIONNAIRE  
Cool and Cobb Engineering Company**

To: Cool and Cobb Company: Clyde Johnson Contracting  
Email: titus.johnson@johnsongroup.biz Ph: 863-805-0001

Project Name: Hendry County Addition/HVAC Fair Grounds  
Address: 710 South Francisco St. Clewiston, FL 33440

Cost of Project: \$800,000.00 Yr. Work Performed: 2022

Scope of Work: Complete Hendry County Fair and livestock, inc  
addition and duct work according to the engineered  
drawings.

NO	CRITERIA	UNIT	SCORE
1	Ability to Manage Cost Control	[1-10]	10
2	Ability to Maintain Project Schedule (On Time or Early)	[1-10]	10
3	Quality of Workmanship	[1-10]	10
4	Professionalism & Ability to Manage	[1-10]	10
5	Ability to Communicate with Client Staff	[1-10]	10
6	Ability to Resolve Issues Promptly	[1-10]	10
7	Ability to Follow Protocol	[1-10]	10
8	Ability to Maintain Proper Documentation	[1-10]	10
9	Ability to Provide Construction Management	[1-10]	10
10	Close Out Process	[1-10]	10
11	Overall Customer Satisfaction	[1-10]	10

Rate each of the criteria below on a scale of 1 to 10, with 10 representing you were very satisfied and 1 representing you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank or mark it NA.

Titus Johnson  
Printed Name of Evaluator

  
Signature of Evaluator

Thank you for your time and effort in completing this evaluation of Cool and Cobb Engineering Company

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**



**HIGHLANDS COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**ROAD AND BRIDGE DEPARTMENT**

---

**Subject: Carl Cool w/ Cool & Cobb Engineering**

To Whom It May Concern:

Mr. Carl Cool was instrumental in the successful completion of a Highlands County project located on the Jackson Creek Canal. County personnel had effective communication with him and his staff throughout the entire process. He was always available to answer questions and concerns from staff, as well as competent in addressing any field issues that developed. I appreciate Mr. Cool's demeanor and the expertise he provided to the project. His cooperation with us and the funding partners was much appreciated. I feel that it was beneficial in utilizing the professional services of Mr. Cool and Cool & Cobb Engineering and appreciate their successful efforts.

Sincerely,

Jonathan Harrison, Road and Bridge Director  
Asphalt Plant  
Invasive Plant Management  
Natural Resources

Highlands County Board of County Commissioners  
863-402-6529

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**EVALUATION QUESTIONNAIRE**  
Cool and Cobb Engineering Company

To: Mike Facundo  
(Name of Person Completing Evaluation)

Phone: 239-503-4333

Project: RCMA - Highway Park Child Development Center

Cost of Project: \$700,000.00

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would re-hire the firm again) and 1 representing that you were very unsatisfied (and would not hire the firm again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to Manage Cost Control	[1-10]	10
2	Ability to Maintain Project Schedule (On time or early)	[1-10]	9.5
3	Quality of Workmanship	[1-10]	10
4	Professionalism & Ability to Manage	[1-10]	10
5	Ability to Communicate with Client Staff	[1-10]	10
6	Ability to Resolve Issues Promptly	[1-10]	10
7	Ability to Follow Protocol	[1-10]	10
8	Ability to Maintain Proper Documentation	[1-10]	10
9	Ability to Provide Construction Management	[1-10]	10
10	Close out Process	[1-10]	10
11	Overall Customer Satisfaction	[1-10]	10

Mike Facundo  
Printed Name of Evaluator

Michael Facundo  
Signature of Evaluator

Thank you for your time and effort in completing this evaluation of Cool and Cobb Engineering

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**EVALUATION QUESTIONNAIRE  
Cool and Cobb Engineering Company**

To: Kim Gay  
Email: kgay@avonpark.cc

Company: City of Avon Park  
Ph: 863-452-4400

Project Name: City Water and Sewer CEI Services  
Address: North Central Avenue, Avon Park, FL 33825

Cost of Project: \$ 2,057,639.77 Yr. Work Performed: 2019

Scope of Work: Construction Management (CEI) Services  
The project included the installation of new 12" PVC  
water mains and new 8" PVC sewer force mains  
along US-27 and local roads. Project inspections in-  
cluded the jack and boring inspection of the CSX Main  
line crossing and one new major lift station.

NO	CRITERIA	UNIT	SCORE
1	Ability to Manage Cost Control	[1-10]	10
2	Ability to Maintain Project Schedule (On Time or Early)	[1-10]	10
3	Quality of Workmanship	[1-10]	10
4	Professionalism & Ability to Manage	[1-10]	10
5	Ability to Communicate with Client Staff	[1-10]	10
6	Ability to Resolve Issues Promptly	[1-10]	10
7	Ability to Follow Protocol	[1-10]	10
8	Ability to Maintain Proper Documentation	[1-10]	10
9	Ability to Provide Construction Management	[1-10]	10
10	Close Out Process	[1-10]	10
11	Overall Customer Satisfaction	[1-10]	10

Rate each of the criteria below on a scale of 1 to 10, with 10 representing you were very satisfied and 1 representing you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank or mark it NA.

Kimberly Gay  
Printed Name of Evaluator

Kimberly Gay  
Signature of Evaluator

Thank you for your time and effort in completing this evaluation of Cool and Cobb Engineering Company

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**EVALUATION QUESTIONNAIRE  
Cool and Cobb Engineering Company**

To: Herb Somers  
Email: Herbert.somers@turn2brew.com

Company: Turn2 Brewing Company  
Ph: 863-214-1283

Project Name: Turn2 Brewing Company Design  
Address: 4508 Tanglewood Dr., Sebring, FL 33872

Cost of Project: \$ 1.5M Yr. Work Performed: 2018

Scope of Work:  
Detailed Floor Plan for a 5,000 sf Commercial Building  
Detailed Site Plan  
Highlands County Permitting  
SWFWMD Calculations for Permitting

NO	CRITERIA	UNIT	SCORE
1	Ability to Manage Cost Control	[1-10]	10
2	Ability to Maintain Project Schedule (On Time or Early)	[1-10]	9
3	Quality of Workmanship	[1-10]	10
4	Professionalism & Ability to Manage	[1-10]	10
5	Ability to Communicate with Client Staff	[1-10]	10
6	Ability to Resolve Issues Promptly	[1-10]	10
7	Ability to Follow Protocol	[1-10]	10
8	Ability to Maintain Proper Documentation	[1-10]	10
9	Ability to Provide Construction Management	[1-10]	10
10	Close Out Process	[1-10]	10
11	Overall Customer Satisfaction	[1-10]	10

Rate each of the criteria below on a scale of 1 to 10, with 10 representing you were very satisfied and 1 representing you were very unsatisfied. If you do not have sufficient knowledge of past performance in a particular area, leave it blank or mark it NA.

Herbert Somers  
Printed Name of Evaluator

  
Signature of Evaluator

Thank you for your time and effort in completing this evaluation of Cool and Cobb Engineering Company

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**EVALUATION QUESTIONNAIRE**  
Cool and Cobb Engineering Company

To: Mike Facundo  
(Name of Person Completing Evaluation)

Phone: 239-503-4333

Project: RCMA - Highway Park Force Main

Cost of Project: \$150,000.00

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would re-hire the firm again) and 1 representing that you were very unsatisfied (and would not hire the firm again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to Manage Cost Control	[1-10]	10
2	Ability to Maintain Project Schedule (On time or early)	[1-10]	10
3	Quality of Workmanship	[1-10]	10
4	Professionalism & Ability to Manage	[1-10]	10
5	Ability to Communicate with Client Staff	[1-10]	10
6	Ability to Resolve Issues Promptly	[1-10]	10
7	Ability to Follow Protocol	[1-10]	10
8	Ability to Maintain Proper Documentation	[1-10]	10
9	Ability to Provide Construction Management	[1-10]	10
10	Close out Process	[1-10]	10
11	Overall Customer Satisfaction	[1-10]	10

Mike Facundo

Printed Name of Evaluator

Michael Facundo

Signature of Evaluator

Thank you for your time and effort in completing this evaluation of Cool and Cobb Engineering

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Cool and Cobb Engineering** has experience in planning, designing, permitting, bidding, and construction administration services in connection with Architectural and Civil Engineering. We are knowledgeable of current rules and regulations of local, State, and Federal Agencies including FDEP, SWFWMD, United States Environmental Protection Agency, and the US Army Corps of Engineers.

Cool and Cobb Engineering Co. provided services for the renovation and repair of the **Historic City of Sebring Fire Station Tower**. Cool and Cobb inspected the tower to identify ongoing moisture issues and provide engineered solutions for the repair of existing damage and to improve the air circulation in the tower to prevent future moisture problems. Cool and Cobb also provided specifications for the weather sealing of the original brick masonry exterior and repainting of existing doors and windows. Bid documents were provided for all elements of this project, and Cool and Cobb assisted in the selection of contractor and inspection of the completed work.

**Hardee County Bowling Green Fire Station #3 Design Build** – Design 6,948 sf new Bowling Green Fire Station. Project included three fire engine bays, six bunk rooms, fire department offices, kitchen, day room, and storage areas.

**Leisure Lakes Fire Department #30** – Design for existing facility upgrades as well as structural improvements. In charge of the Bidding and Construction Phase during construction.

**Highlands Lakes VFD #2** – Design for improvements to existing fire station and structural improvements.

**MM Development** – Commercial Development stormwater design which included ICPR4 modeling, stormwater piping collection and a catch basin system. Provided BMP Trains Modeling of phosphate and nitrate contamination. Designed gravity sewer system, roadways, water mains with fire supply and stormwater along with permitting for the City of Wauchula, SWFWMD and FDEP.

**NUCOR Steel Plant** – Cool and Cobb served as the Construction Engineer of Record on the \$2,000,000 grant project to inspect all work for the twelve-inch water main extension and the eight-inch sewer main extension to back up the new NUCOR steel plant to the City of Avon Park's water and sewer systems.

**Newsome Eye Center** – Designed new water main and sewer mains to enable water and sewer system connections. Designed new City of Sebring lift station and six-inch force main to tie into the existing City of Sebring Lift Station. Worked with City Fire Chief to design new water main and fire hydrants to service the site.

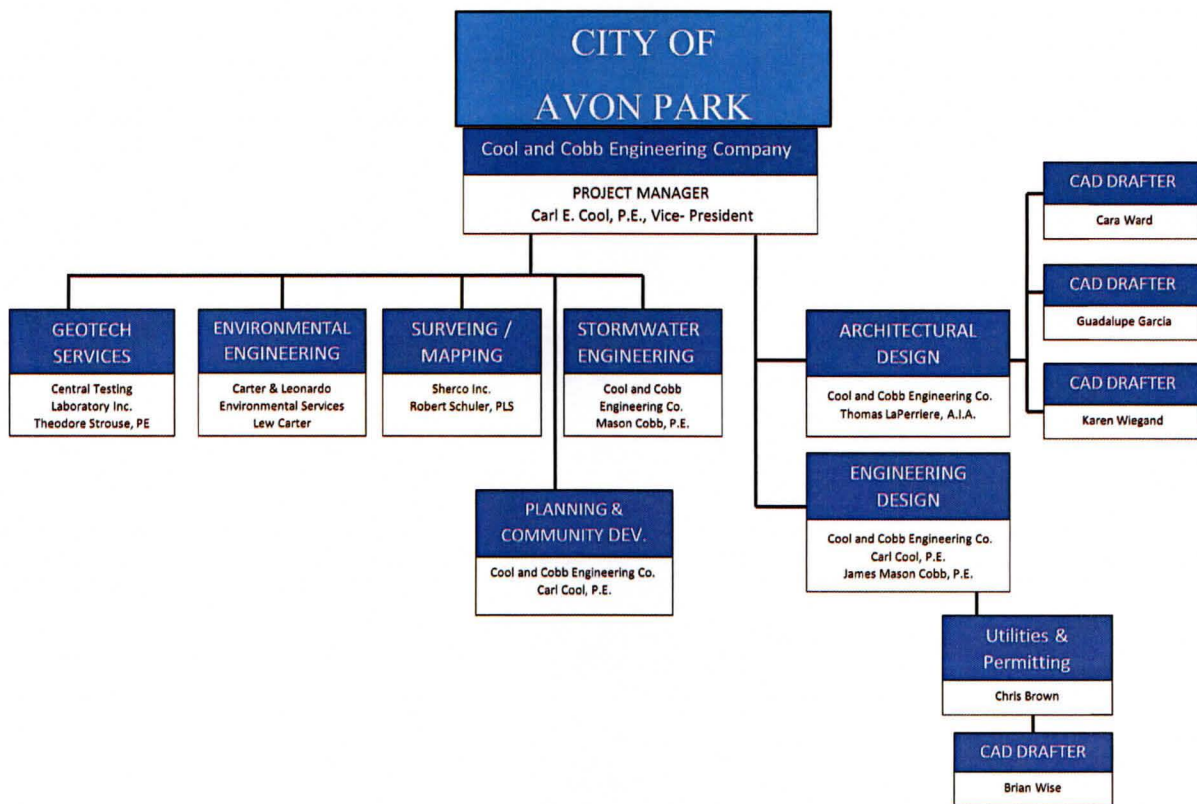
**Adrian Goett** – Design and permitting of a major channel repair on the upper Jackson-Josephine Creek main channel south of Sebring.

**City of Avon Park Airport** – Completed an Endangered & Protected Species Survey and Mitigation Plan for Construction Plan. Designed a complete revision to the Drainage Plan and flooding issues at the airport and surrounding park area.

CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07

**TAB 3: STAFFING**

**CITY OF AVON PARK**  
**PROFESSIONAL ENGINEERING SERVICES FOR**  
**CITY OF AVON PARK FIRE STATION HARDENING PROJECT**  
**RFQ #22-07**



**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Cool and Cobb Engineering Company** is a multi-discipline Civil Engineering Firm that is based upon engineering quality, great customer service, and growth that comes from referrals and repeat customers. We utilize the latest Software Design CAD Systems and Chief Architect for Building Designs, Storm Water Calculations, and Traffic Study Analysis. We are a State leader in Building Foundation Analysis, serving clients all over the State of Florida. We offer Site Plan Design and Environmental Permitting. Our Utility expertise includes Water Main Line Extensions, New Water Systems, Sewer Force Mains, and Lift Stations.

Cool and Cobb Engineering provided services for the renovation and repair of the Historic City of Sebring Fire Station Tower. Cool and Cobb inspected the tower to identify ongoing moisture issues and provide engineered solutions for the repair of existing damage and to improve the air circulation in the tower to prevent future moisture problems. Cool and Cobb also provided specifications for the weather sealing of the original brick masonry exterior and repainting of existing doors and windows. Bid documents were provided for all elements of this project, and Cool and Cobb assisted in the selection of Contractor and inspection of the completed work.

**Mason Cobb, P.E.** is partner to Carl Cool at Cool and Cobb Engineering and he has over twelve years Civil Engineering experience. He is well versed in Commercial and Residential Structural Designs, ICPR Modeling, and Project Management. Mason has worked on several local fire department projects. He was Lead Designer for Highlands Lakes VFD Station #2. He served as Lead Engineer of Record for the structural design and renovation for the Leisure Lakes Fire Department #30. He worked closely with the fire department representatives and provided an expansion design so the new fire engines would fit inside the building. In addition, he successfully oversaw the Bidding and Construction Phase during construction. Both of the aforementioned projects included existing facility upgrades along with structural improvements. Mason was also Lead Engineer for a new 6,948 sf fire station in Bowling Green, Florida. Other areas of expertise include serving as lead engineer on the MM2 Development Phase1 which is a 13.7-acre commercial development consisting of medical offices, commercial, retail, and a multi-family subdivision. He was charged with designing roadways, water main with fire supply, gravity sewer system, and stormwater along with permitting through SWFWMD, FDEP, and the City of Wauchula. Mason is detailed oriented and a support specialists who is dedicated to solving problems, developing innovative ideas and cost-saving techniques (value engineering) for our clients. Mason's priority is to see that our client's objectives are met within budget, that projects are implemented on schedule and all quality and service requirements are fully satisfied.

**Carl Cool, P.E.** has fifty-five years of Civil Engineering experience with thirty-three years of County Government experience from working with Highlands County. He served as Assistant County Engineer, County Engineer, Public Works Director and County Administrator. During his tenure with the County, he actively designed, permitted several miles of new paved roads each year. He has many years' experience in Project Management, Roadway Design and Planning, and Stormwater Master Planning and Permitting. Carl has also been very instrumental in applying for and receiving Federal Grant Funding for the Cities of Avon Park and Sebring.

In order to have all the water and sewer system connections to the Newsome Eye Center on the north side of Sebring, new water mains and sewer mains had to be designed. Cool and Cobb designed a

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

new City of Sebring lift station and six inch force main to tie into the existing City of Sebring Lift Station.

Cool and Cobb Engineering Company also worked with the City Fire Chief to design the new water mains and new fire hydrants to service the site. Cool and Cobb completed the grant close-out certifications to make sure the project was completed and all grant money was received by the City.

Cool and Cobb served as the Construction Engineer of Record on the \$2,000,000 grant project to inspect all work for the twelve-inch water main extension and the eight-inch sewer main extension to back up the new NUCOR Steel Plant to the City of Avon Park's water and sewer systems. Cool and Cobb inspected the work every day to make sure it was completed in accordance with the Design Plans and Specifications. When the work was completed, Cool and Cobb took the lead to get the permits and grants closed out and made sure the City recovered all the grant money they were due.

**Kenneth Wheeler, P.E.** has thirty-nine years' experience as a licensed engineer. He works part-time with Cool and Cobb and serves as Sr. Project Manager in our Helical Pile Department. His work includes foundation remediations, structural reviews, road, drainage, and subdivision projects. He has served as Public Works Director and County Engineer in Hardee County, Florida.

**Thomas LaPerriere, AIA** has seven years' experience with five of those being with Cool and Cobb Engineering. He leads our Residential and Commercial Design Department and has a strong knowledge of the Major 3D Modeling Software including AutoCAD, and Autodesk. He served as Architect of Record for over one hundred residential projects in 2021. He is proficient in GIS, Chief Architect, Civil 3-D and Revit. He has fundamental knowledge of the Florida Building Codes as well as Local Building Codes. Thomas possesses excellent communication skills to take direction from supervisors and clients to facilitate workflow between different construction coordinators.

**Chris Brown, Stormwater & Site Designer** has been with Cool and Cobb Engineering for six-years. He is lead Site Designer and manages our Stormwater and Permitting Division. Chris prepares engineered plans for water, sewer, and stormwater pump station projects, and project permitting. He is experienced in zoning requirements and meeting with municipalities. Chris has knowledge of stormwater drainage systems; water quantity and quality data; Federal, State and Local laws relating to stormwater; electronic data management and utilizes GIS software.

**Brian Wise, CAD Drafter** has been with Cool and Cobb Engineering for thirty-two months. Brian works in the Site Development Division. He is proficient in Auto-CAD, Arc GIS Pro, Infra Works, Civil 3-D, Visual Lighting 2020, and Revit.

**Cara Ward, CAD Designer** has been with Cool and Cobb Engineering for eleven years. She has over 20-years' experience in Residential and Commercial Design. She brings innovative ideas to clients looking to build their dream home. Cara is experienced in Auto-CAD, Chief Architect, and 3D Renderings and is knowledgeable of the Florida Building Codes.

**Hannah Pepper, Technical Engineer** has been with Cool and Cobb Engineering for fifteen months. She performs design analysis for over 1,200 projects per year for five major helical pile companies. She has CAD experience in the areas of Packaging and Drafting. She annotated arial maps and cross-sectional diagrams for water main extensions for a residential neighborhood.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Karen Wiegand, CAD Drafter** has been with Cool and Cobb Engineering Company for fourteen months. She brings over seventeen-years' experience in Residential Design and is knowledgeable in the Florida Building Codes. She is our onsite evaluator for the purpose of renovation projects, both residential and commercial, and structural and foundation inspections.

**Guadalupe Garcia, CAD Drafter** has been with Cool and Cobb Engineering Company for eleven months. She has 3-years' experience in residential and commercial design. She is experienced in Auto-CAD, ArchiCAD, and Chief Architect.

**Earlene Robinson, Office Manager** has been with Cool and Cobb Engineering eleven years. She has 36-years' experience in office management. She oversees the HR Department managing payroll and processing data, retirement accounts, and PTO. She is responsible for Accounts Receivable and Payable. Other duties include producing reports, drafting proposals, and creating new accounts. She is experienced in Microsoft Word, Excel, and Outlook. She ensures the office operates smoothly and efficiently.

**Kayley Cobb, Project Manager** is a University of Florida Graduate with a Degree in Finance. She has worked part time for Cool and Cobb since 2020. She currently heads up our Project Manager Program to log, track, and assign projects. She actively works to maximize production and use of time for each employee which helps with finishing projects on time and producing quality work.

**Our Team includes the following Sub-Contractors:**

**Sherco Land Surveying.** Mr. Schuler has been surveying for 47-years. He is experienced in Topographical & Land Surveying, Mapping, As Built Drawings, Legal Descriptions and more! He has performed all types of land surveying throughout Florida for private sector clients, municipalities and governmental agencies including Florida Department of Transportation, U.S. Army Corps of Engineers and the Florida Water Management Districts.

**Carter and Leonardo Environmental Services, LLC** began operations on January 01, 2021. Lew Carter has provided Environmental Consulting and Soil Science Consulting throughout the State of Florida.

**Central Testing Laboratory, Inc. (CTL)** was established in 1977, providing geotechnical services, construction management & inspection services as well as materials testing laboratory services. Their staff includes professionals who are well trained in the areas of Soil Investigations, High Groundwater Determinations, and Soils/Geological Studies.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

### **Areas of Expertise**

- Structural Design of Commercial & Residential Buildings
- Constructability Analysis
- Project Close Out
- Value Engineering
- FDOT Design & Permitting
- SPW911 Sheet Pile Design
- Project Management & Scheduling
- CADD Software
- ICPR with Perc Pack Drainage Modeling

### **Education**

- University of Florida Bachelor of Science, Civil Engineering
- South Florida Community College Associates of Arts

### **Licensure**

- Florida Licensed Engineer PE 78600
- Stormwater Management Inspector 22483

### **Affiliations**

- Florida Board of Professional Engineers (FBPE)
- American Society of Civil Engineers (ASCE)

**James “Mason” Cobb, P.E.**  
**Cool and Cobb Engineering Company**  
**President**  
**Job Class: CEI Senior Project Engineer**



Mason has over twelve years of experience in engineering with Cool and Cobb Engineering Company. He not only has experience in engineering but has worked in the construction and roofing industry as well.

Responsibilities include management of daily business operations. He provides strong leadership and helps establish short and long-term goals, plans, and strategies. He presides over the workforce, manages budgets and ensures resources are allocated properly. He makes sure design requirements are met with quality and excellence.

#### **Selected Relative Experience:**

**Bowling Green Fire Station #3** – Served as lead engineer for a new 6,958 sf fire station. Design included three fire engine bays, six bunk rooms, offices, kitchen, day room, and storage area.

**Leisure Lakes Fire Department #30** – Served as lead engineer for structural design and renovation for the expansion of the fire department. Oversaw Bidding and Construction Phase during construction.

**Highlands Lakes VFD #2** – Served as lead designer for existing facility upgrades and structural improvements.

**Turn2 Brewing** – Served as lead engineer for Site Design, permitting and the design of a 5,000 sf commercial metal building. SWFWMD Permitting and Retention Design. Project included a Minor Traffic Study, which required traffic counts on nearby roadways.

**Ona Compound** – Served as lead engineer for a 9.25-acre compound to service 155 workers for Mosaic. Facility consisted of a 100' x 100' maintenance building, (2) modular break rooms, a 24 x 70 modular office, 25 x 50 command building, 60,000 gal fire tanks, a fuel station, vehicle wash-down station, low-dosing septic system, FDEP permitted water & well system, along with a ninety-eight space parking lot.

**Quick Lane of Avon Park** – Served as lead engineer for both Site and Building Design of a new 7,068 sf metal building for an auto lube and repair facility. Site included a drive around parking lot with thirty-four spaces. Site Design included a Fire Main Extension with hydrant, stormwater piping, new sewer tie-in, and new potable water lines.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Areas of Expertise**

- Project Management
- Quality Assurance/Quality Control
- Stormwater Master Planning & Permitting
- Roadway Design & Planning
- CCEI Engineering
- Project Scheduling & Budgeting
- Grant & Funding Assistance
- Structural Building Design
- Pump Station & Landfill Design

**Education**

- University of South Florida  
Bachelor of Science,  
Civil Engineering
- South Florida  
Community College,  
Associates of Arts

**Licensure**

- Florida Licensed  
Engineer PE 16921

**Affiliations**

- Florida Board of  
Professional Engineers  
(FBPE)
- American Society of  
Civil Engineers (ASCE)
- Sebring Sunrise  
Rotary Club
- Sebring Airport  
Authority Bd Member

**Carl E. Cool, P.E.**

**Cool and Cobb Engineering Company**

**Vice-President**

**Job Class: Principal Engineer**



Mr. Cool has over 55-years' of experience in Engineering. He worked for Highlands County for 33-years in different capacities, with the last being County Administrator. He is the founding member of Cool and Cobb Engineering which has grown into a mid-size engineering company with nine employees who bring a vast amount of knowledge and experience to our Company.

Responsibilities include management of daily business operations and overseeing our Helical Pile Division, which completes 1,200-plus jobs a year. He oversees all areas of business including engineering, construction management services, and writing Grants for funding of City and County Projects. Specifically oversees all transportation/roadway and various stormwater projects including studies, reports, and design.

**Newsom Eye Center** – Served as Lead Engineer to design new water and force mains for water and sewer system connections to Newsom Eye Center. Design lift station and six" force main to tie into City of Sebring Lift Station.

**Landfill Design & Permitting** - Carl has obtained over twelve landfill permits in the State of Florida. He completed the Master Plan for the Arbuckle Creek Landfill as well as the Environmental Permitting and Construction Inspection. Two solid waste transfers stations were designed, permitted, and constructed under his supervision. He was also responsible for the Highlands County Shell Pit design and permitting (Dewatering Plan & Access Roads), the design and permitting of Williams Marl Pit and Clark Road Marl Pit.

**Lake Bonnet Clubhouse** – Responsibilities included Bid Documents and Specifications, permitting and the design of a 7,900+ square foot clubhouse. Carl was also in charge of Construction Management throughout the Project.

**NUCOR Steel Plant** – Construction Engineer for 2M Grant Project. Inspect work for twelve" water main extension and eight" sewer main extension to back up the NUCOR Plant to Avon Park's water and sewer systems.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Areas of Expertise**

- Residential and Commercial Building Design
- Structural Design and Detailing
- FL Building Code
- Fire and Life Safety Review
- Site Analysis
- Project Management and Coordination
- Water Management Permitting
- Dock Design
- 3-D Rendering
- Auto-CAD Software
- Chief Architecture

**Education**

- Rhode Island School of Design  
Master of Architecture
- University of Florida  
Bachelor of Design, Architecture

**Professional Licenses**

- Florida Registered Architect – AR101160

**Professional Affiliations**

- American Institute of America (AIA)
- National Council of Architecture Registration Boards
- Florida Board of Architecture

**Thomas LaPerriere**  
**Cool and Cobb Engineering Company**  
**Job Class: Architect**



Thomas has five years' experience in Building Design and Structural Design with Cool and Cobb Engineering Company.

Responsibilities include overseeing the production of construction documents for both Residential and Commercial Buildings. He reviews project requirements, does in depth analysis of building code requirements, and provides clients with design and structural solutions for a wide array of projects.

**Selected Relative Experience:**

**Residential Design-** Served as the Architect of Record and project coordinator for over one hundred residential projects in 2021.

**Wedgworth Fertilizer Bag Plant-** Served as Designer, Draftsman and Project Coordinator. Worked with lead engineer, client, and fertilizer equipment consultant to meet the unique needs of the client and ensured adherence to local and state code and regulation.

**Livingston Professional Office -** Served as Designer, Draftsman and Project Manager. Project consisted of three separate office areas, each with a different tenant. Collaborated with client and tenants to create layouts for each area, as well as create an aesthetically pleasing exterior.

**Lomas Del Sol Labor Camp-** Served as Designer and Draftsman. Worked with lead engineer to design layout and structure of main community building and sixteen separate bunk houses. Ensured adherence to project specific regulations as well as local and state building codes. Assisted client in bidding and Contractor selection phase and performed Construction Administration

**Alan Jay Chrysler, Dodge, Ram + Jeep Dealership Showroom and Maintenance Facility –**

Served as Drafter and Architect of Record. the renovation of an existing 10,200 square foot metal building (formerly used for parking and storage) into the maintenance and service facility for the dealership, as well as a new 8,580 square foot dealership showroom. Change of Occupancy documents were produced for the service building renovation and full Architectural and Structural Drawings for the new showroom.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

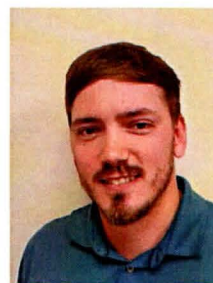
**Areas of Expertise**

- Stormwater and Drainage Design
- Stormwater Management Program
- Site Development
- FDOT Design & Permitting
- Engineering Design in Various Municipal Water and Wastewater Treatment, Distribution, and Pumping Projects
- Water Management Permitting
- DEP Permitting
- NPDES
- Florida One Call System
- Utility Locates & Permitting
- Auto-CAD Software
- ICPR with Perc Pack Drainage Modeling
- Civil 3-D

**Education**

- University of Florida Bachelor of Science, Civil Engineering
- South Florida Community College Associates of Arts

**Christopher Brown, Engineer Graduate  
Cool and Cobb Engineering Company  
Stormwater and Site Designer  
Job Class: CEI Asst. Project Engineer**



Chris has over six years' experience in Engineering and Stormwater Management with Cool and Cobb Engineering Company.

Responsibilities include the preparation of Engineering Design Plans for Water, Sewer, and Stormwater Projects. Chris is in charge of Permitting and Site Designing.

**Selected Relative Experience:**

**ABC Discount Appliance-** Served as Draftsman and Permitting Agent. Worked with lead engineer to redesign existing stormwater system to treat existing site and proposed metal building addition. Provided stormwater calculations to resize and regrade the existing retention pond. Permitted site through Highlands County, SWFWMD, and FDOT.

**Turn2 Brewing Company-** Served as Draftsman and Permitting Agent. Worked with lead engineer to grade and design all proposed parking and access. Designed and modeled retention system. Worked with SWFWMD to establish wetlands boundaries and prevent impacts. Permitted site through Highlands County and SWFWMD.

**Jackson/Josephine Creek-** Served as Draftsman and Permitting Agent. Worked with lead engineer to design a new spillway to mitigate flooding issues in the canal. Permitted design through SWFWMD.

**Hidden Creek-** Served as Draftsman and Permitting Agent. Worked with lead engineer to finalize design and permitting of a previously designed housing development. Permitted site through Highlands County and SWFWMD.

**All About Buildings & Structures, Inc.-** Served as Designer, Draftsman, and Permitting Agent. Worked with lead engineer to regrade existing site to add a new metal building for commercial business. Coordinated with FDOT to Design and Permit new driveway for access. Permitted site through the City of Avon Park and FDOT.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Areas of Expertise**

- Stormwater and Drainage Drafting
- Site Development Drafting
- Arc GIS Pro
- Infra Works
- Visual Lighting 2020
- Auto-CAD Software
- Civil 3-D

**US Army**

- **Basic  
Specialized  
Training**

**Brian Wise**  
**Cool and Cobb Engineering Company**  
**CAD Drafter**  
**Job Class: Chief Designer**



Brian has been employed with Cool and Cobb Engineering for 2.5-years. Brian works in the Site Development Division under the direction of Carl Cool and Chris Brown. He has worked on the following projects.

**Selected Relative Experience:**

**Florida Lakes RV Park** – Served as draftsman on the design of an RV Park with over five hundred lots. Designed lot layout, drainage system, central water system, and central sewer system. Also worked on roadway design.

**Wedgworth Bag Plant** – Served as CAD Drafter on Site Design, Foundation Design, Catwalk Design and Railroad Crossing.

**Hennessee Lane Road Design** – Served as draftsman for the Site Plan Design, Roadway, and Drainage Design. Completed 3-D drafting of new paved road designed in accordance with County Specifications.

**City of Sebring Street Drainage Design** – Served as draftsman for street design and lot layout. Provided 3-D drafting including plan view of site and roadway design of existing conditions.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Areas of Expertise**

- Residential & Commercial Design Layout
- Skills in Technical Drawings
- Fundamental knowledge of Florida Building Codes and Local Building Codes
- Florida One Call System
- Utility Locate & Permitting
- 3-D Rendering
- Auto-CAD Software
- Chief Architect
- Microsoft Office

**Education**

- ITT Technical Institute Associates of Science in CAD Drafting
- South Florida Community College Associates of Arts

**Cara Ward**  
**Cool and Cobb Engineering Company**  
**Job Class: Designer**



Cara has over 20-years in Residential & Commercial Design with eleven of those years at Cool and Cobb Engineering. Her primary function is designing our clients' dream home. She creates both residential and commercial designs that are ready for permitting and that meet the current Florida Building Codes. She utilizes Chief Architect and is experienced in AutoCAD as well. Cara is able to provide 3-D Renderings for our clients. She possesses skills in technical drawings and sketches. Cara has great communication skills and is the intermediary between the Client and the Contractor.

**Selected Relative Experience:**

**Gamez Office Building** – Served as lead draftsman under Mason Cobb. I drafted the metal building plans, floor plan layout and foundation plans for a 6,000 square foot commercial building.

**Skipper Custom Home** – Served as lead draftsman working with engineer Mason Cobb and the Contractor. Provided building design and layout for an 8,466 square foot residential building. Also provided a 3-D interior rendering.

**First Christian Church** – Served as lead draftsman under Mason Cobb to design an 11,545 square foot Youth Center. She also designed a 1,092 square foot Porte Cochere and did a small remodel of their existing church. We provided a 3D walk-thru for the church committee.

**Montanez Tropical Winery** – Served as lead draft person under Mason Cobb to draft metal building plans, floor plan layout and foundation plans for a 3,000 square foot commercial building.

**Top Notch Construction** – Lead Designer for this company for six years. Currently designing multiple model homes for a 54-lot new subdivision.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Areas of Expertise**

- 3 Years of CAD experience in areas of Packaging and Drafting
- Analysis of Helical Piles
- Microsoft Office

**Education**

- Packaging Engineering Degree from the University of Florida
- Industrial Engineering Minor from University of Florida
- Associate of Arts from South Florida State College

**Hannah Pepper, Engineer Graduate  
Cool and Cobb Engineering Company  
Job Class: Engineer Technician**



Hannah has been employed with Cool and Cobb for eighteen months. Her experience includes:

**Helical Piling, Florida** – Foundation work for new and existing residential and commercial buildings. Performing design analysis for over 1,200 projects for five major helical pile companies in Florida this past year. Occasional work with crawl space jacks and footers for wood frame housing. Coastal marina and seawall anchor sketching. Designing pile-based parking lots using applications of contractor joints and grade beams. Analysis of poly – urethane Injections drawn in Chief Architect. Per completion of jobs, County-based site inspections are completed.

**Preliminary Drafting, Florida** – Basic drafting tasks for residential home builds and sketching for placement of piling using Chief Architect.

**City Grants, Highlands County, FL** – Created multiple power points to apply for City Grants. Attended meetings and corresponded with City Engineer on information pertaining to power point.

**Landscaping Project, Avon Park, FL** – Applied for permit concerning landscaping along main highway. Drafted sketch of planted landscape, distinguishing boundary lines and documenting maintenance schedules.

**Inspections, Avon Park, FL** – Compiled documentation of roads and culverts needing repair in Avon Park Estates.

**Water Main Extension, Avon Park, FL** - Annotated arial maps and cross-sectional diagrams for water main extensions needed for residential neighborhood.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Areas of Expertise**

- Over 17 years' experience in Residential Design Miami, Palm Beach & Central Florida
- Knowledgeable in Florida Building Codes
- SOW Interpretation
- Customer Relations
- Technical Writing
- Microsoft Office Suite
- Design Platforms:  
Chief Architect,  
ACAD, Visio
- Project Management
- Low Voltage Commercial Design

**Professional  
Credentials**

- Business Management  
-- Nova Southeastern
- Architectural Design Certifications

**Karen Wiegand, CAD Drafter**  
**Cool and Cobb Engineering Company**  
**Total Years' Experience: 36, 17 months**  
**with Cool and Cobb Engineering**  
**Job Class: Designer**



**Other Design and Development Experience:**

Project Management, Contract Management, Structural Inspections, Field Quality Management, Low Voltage IT Design, Communications Engineering

**Representative Local Experience**

**New Residential Design** – Block/Metal/Frame Construction - Client Design Consulting, and development of all Construction Plans, Details, and Specifications for permitting and construction purposes. Coordinate Design approvals and compliance with Codes, Client(s), Internal Professionals, Contractors and OEM Manufacturers.

Valencia Home – Okeechobee, FL.  
Barndo Steel Building Home – Lake Placid, FL.  
Lyons Spec Home – Avon Park, FL.  
Salazar Home, Ft. Meade, FL.

**Residential Renovations** – On-Site Evaluations

Integrate desired renovation design to existing structure conditions to provide full permitting and construction drawings.

Ream Renovation – Ft. Mead, FL.  
Sutton Renovation – Sebring, FL.  
Murray Addition – Frostproof, FL.  
Elmore New Dock, Lake Placid, FL.  
Berry Addition – Avon Park, FL.

**Commercial Renovations Design** – Design and Develop Construction Details, and Construction Drawings supporting Principal Architect, and Engineers. Work closely with cross-functional teams and consultants to implement required Design, Planned Usage, and Code Compliance.

Jacaranda Retail Renovation – Avon Park, FL.  
Sebring Bakery – Sebring, FL.  
Lakeview Retail Renovation - Sebring, FL.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Areas of Expertise**

- Over 3 years' experience in Residential & Commercial Design
- Knowledgeable in Florida Building Codes
- Bilingual – Spanish and English
- Customer Relations
- Microsoft Office Suite
- Design Platforms:  
Chief Architect,  
AutoCAD,  
Sketchup,  
ArchiCAD
- Project Management

**Professional  
Credentials**

Associate Degree

- Certified in Drafting and Design Technology

**Guadalupe Garcia**  
**Cool and Cobb Engineering Company**  
**Job Class: Designer**



Guadalupe obtained her Associates Degree in Texas and now has over 3-years drafting experience in Central Florida. She has been employed with Cool and Cobb one year. Her responsibilities include developing Residential and Commercial Construction Plans, Details, and Specifications for Permitting and Construction purposes. Coordinate Design approvals and revisions with Clients and Internal Professionals. She is a bilingual associate who helps translate Spanish – English. Responsible for listening to, understanding, and translating spoken or written statements from one language to another.

**Selected Relative Experience:**

Garcia Tire and Flower Shop- Avon Park, Fl

Thornton Custom Home– Zolfo Springs, Fl

Cool Custom Home- Sebring, Fl

Mr. M Tacos Inc. – Avon Park, Fl.

Bongos Latin American Café Repair - Sebring, Fl.

Nu-Hope Meal Distribution Center- Sebring, Fl

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Areas of Expertise**

- Human Resources
- Accounts Payable
- Accounts Receivable
- Drafting Proposals
- Organizational Skills
- Communication Skills
- Microsoft Word
- Excel
- Outlook

**Education**

- South Florida Community College  
Business Administration

**Earlene Robinson**  
**Cool and Cobb Engineering Company**  
**Job Class: Office Manager**



Earlene has 36-years' experience in office management with eleven years at Cool and Cobb Engineering.

She is responsible for coordinating activities throughout the company to ensure efficiency and maintain compliance with company policies.

Human Resource Manager in charge of New Hires, Payroll Documents, Retirement Program and PTO Records.

Support bookkeeping plus accounts payable and receivable for the company.

Update databases and records for financial information, personnel, new accounts, and other data procedures.

Prepare and submit Requests for Proposals and Inspection Reports.

Manage emails, letters, packages, phone calls and other forms of correspondence. Track and replace office supplies as necessary to avoid interruptions in standard office procedures.

Knowledge of Microsoft Office and other office management tools and applications.

Assist colleagues whenever there is an opportunity.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**GEOTECHNICAL SERVICES**

**Central Testing Laboratory, Incorporated (CTL)** is a Central Florida based geotechnical engineering and materials testing firm. Established in 1977, 45 years to date, CTL initially concentrated on serving the construction industry with construction materials testing services. Since that time, CTL has grown and expanded into a very highly respected geotechnical engineering firm and construction management firm providing construction inspection and materials testing laboratory services. In 2000, the company was incorporated when purchased by Theodore J. Strouse, P.E. and Michael C. Davis, the current owners', and principals of the firm. Both were employees of the firm prior to the purchase. Mr. Strouse joined CTL in 1993 and Mr. Davis has been with CTL in the Inverness office since the beginning.

Mr. Strouse is the President for the firm and the Principal Engineer in responsible charge for the services provided. Mr. Davis is the Vice President/Treasurer responsible for daily operations of field and laboratory services and is director of quality assurance. Both principals perform administrative duties including contact administration, human resources, accounting, etc.

CTL maintains engineering offices and laboratory testing facilities in Leesburg and Inverness, Florida. From these locations we can effectively provide services to clients in the Citrus, Hernando, Lake, Marion, and Sumter County areas. Our services are provided to a broad range of clients including contractors in the private, commercial, and residential field, as well as, the public sector including cities, counties, school boards at the local level, and the state on a regional level.

CTL supports our clients with exceptional service and dependable results. The technical staff includes civil engineers, inspectors, and technicians, many of whom have advanced training in the geotechnical, and materials engineering fields. Professionals on the CTL staff are registered with the state of Florida to practice in their respective fields. Our technicians are trained and certified both in-house and through nationally recognized accreditation programs.

We are a team of resolute professionals with strong leadership qualities, committed to provide the best level of service to meet our client's needs.

CTL has completed numerous subsurface soil explorations and geotechnical engineering projects for clients including architects, civil engineers, and private interests as well as for cities, counties, water management districts and other governmental bodies.

Project scopes have ranged in size from a few borings for single-story residential structures to extensive explorations for large complexes and multi-story structures. CTL has performed explorations for numerous foundations including explorations for the construction of water plants, sewage treatment plants, schools, hospitals, commercial buildings, shopping centers, recreational areas, underground utility improvements, hydrogeological studies, and roadway projects.

Our Geotechnical Services include Subsurface Soil Exploration and Engineering Evaluations for:

<b>Site Preparation</b>	<b>Foundation Support</b>	<b>Pavement Section Design</b>
<b>Sinkhole Studies</b>	<b>Piling Analysis</b>	<b>Hydrologic Studies</b>
<b>Settlement Investigation</b>	<b>Muck Probes</b>	<b>Compaction Grouting</b>
<b>Lime Stabilization</b>	<b>Evaluation &amp; Analysis of Soil &amp; Rock</b>	

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

CTL uses truck-mounted and track drilling rigs of various sizes for accessibility to almost any condition. The rigs are ideal for a wide variety of drilling applications ranging from auger soil profiling to Standard Penetrating Test (SPT) borings of up to 150 feet deep.

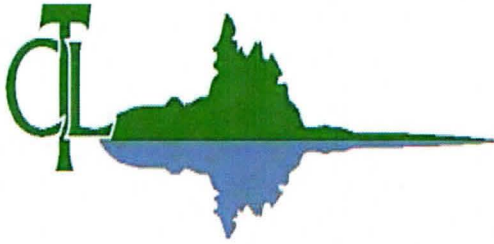
Our engineering staff is experienced and specially trained in the field of geotechnical engineering. Reports generated by our engineers are prepared to provide specific information based on sound judgment, experience, and expertise. The reports are designed to present our evaluations and analysis in a clear and concise manner to address the specific purpose of the report. All reports undergo a critical review process to ensure technical quality and content as well as consensus in opinions and conclusions stated.

Our engineering laboratories are equipped to provide testing of retrieved samples to assist in the engineering evaluation and analysis. Basic laboratory capabilities include, but are not limited to:

Moisture Content Determination	Permeability
Percent Passing No. 200 Sieve	Consolidation
Particle Size Analysis	Unit Weight
Specific Gravity	Void Ratio
Atterberg Limits	Porosity

All laboratory testing is done in strict accordance with AASHTO and/or ASTM procedures. Our laboratory facilities are inspected and Accredited by Construction Materials Engineering Council (CMEC) and are pre-qualified by the Florida Department of Transportation (FDOT) to provide analysis of soil and aggregate materials.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**



**Theodore J. Strouse, P.E.  
President / Project Engineer**

**EDUCATION:** Degree of Associate in Applied Sciences – 1983  
Construction Engineering Technology  
State University of New York at Alfred, New York

**PROFESSIONAL REGISTRATION:**

1994 Licensed Professional Engineer  
State of Florida (Registration No. 48220)

**EXPERIENCE:**

June 2000 **President, Central Testing Laboratory, Inc., Leesburg, Ocala & Inverness, FL**  
to Present As Owner and Principal Engineer perform all business administration and senior level engineering on projects for all three offices. Duties include management and engineering of projects including site evaluation for sinkholes, analysis and design of foundation systems for bridges, structures, roadways and pavements; management and engineering of projects involving permitting for mining operations, effluent disposal sites and sanitary landfills.

June 1993 **Branch Manager, Springstead Engineering, Inc. d/b/a Central Testing**  
to June 2000 **Laboratory, Leesburg & Ocala, Florida.** Duties include management and engineering of projects involving site evaluation for sinkholes, geotechnical analysis and evaluation of subsurface conditions for various structures, roadways and pavements; management of projects involving analysis and evaluation of engineering materials and materials testing

April 1992 to **Office Manager, Alamo/Saxena, Brooksville, Florida.**

June 1993 Responsible for operations of construction and geotechnical services. Daily activities include operations management, project coordination, data evaluation and reporting, contract negotiations, client counseling and business development.

Oct. 1983 to **Professional Service Industries, Inc.,**

Dec. 1991 Responsible for operations of construction services, geotechnical services and asbestos services. Daily activities include operations management, project coordination, data evaluation and reporting, employee development and performance, contract negotiations, client counseling and business development.

**PROFESSIONAL AFFILIATIONS:**

Member American Society of Testing and Materials (ASTM) – 2008

Member American Concrete Institute (ACI) – 2007

Professional Member American Institute of Steel Construction (AISC) - 2007

CTQP QC Manager – 2004 to present

Asphalt Paving Level I & II – 2004 to present

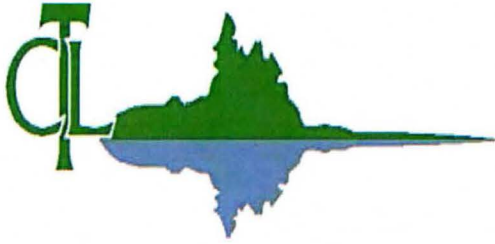
Past President - FES Forest Chapter, 2000 – 2001

President, Florida Engineering Society (FES), Forest Chapter 1999 – two thousand

Member National Society of Professional Engineers (NSPE) 1996

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Justin Carroll, E.I.  
Staff Engineer**



**EDUCATION:**

December 2018: B.S., Civil Engineering, **University of Florida**

**EXPERIENCE:**

January 2019 **Staff Engineer, Central Testing Laboratory, Inc., Leesburg & Inverness, FL**

to Present: Duties include management and engineering of projects involving site evaluation for sinkholes, geotechnical analysis, and evaluation of subsurface conditions for various structures, roadways, and pavements; management of projects involving analysis and evaluation of engineering materials and materials testing

December 2017 **Engineering Aid, GSE Engineering & Consulting, Gainesville, FL**

to May 2018: Responsible for operations of construction and geotechnical services. Daily activities include operations management, project coordination, data evaluation and reporting, contract negotiations, client counseling and business development.

May 2016 to **Estimator, Hartman Civil Construction, Ocala, FL**

December 2017: Duties include cost estimate preparation on projects involving sitework, earthwork, & pipe work by performing material takeoff.

**NOTEWORTHY PROJECTS:**

**Marion County Gateway sign over I-75, Ocala, FL (2021)**

This project consisted of a new gateway sign spanning across I-75 being supported by Steel H-Piles.

**RCMA Hopewell Campus, Avon Park, FL (2022)**

This project consisted of a 38,000 SF addition to the RCMA Hopewell school consisting of eight classroom buildings.

**Cemex Ready-Mix Plant, Ocala, FL (2021)**

This project consisted of a new concrete ready-mix plant supported on a rigid mat foundation.

**Four Corners K-8 School, Clermont, FL (2019)**

This project consisted of a new 3-story school, gymnasium, and associated parking and stormwater management areas.

**Sumter County C-466A Evaluation, Sumter County, FL (2021-2022)**

This project included an evaluation of the existing roadway materials to provide recommendations for rehabilitation of the roadway. Also included on this project was recommendations for soil parameters for new signal pole foundations.

**CERTIFICATIONS:**

Troxler nuclear density gauge operator

ACI Concrete Field-Testing Technician (CTQP)-Level I

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**SURVEYING AND MAPPING**

**Sherco, Inc.** is a Professional Land Surveying Company located in Avon Park, Florida, specializing in all types of land surveying throughout Florida. Robert Schuler is responsible for all aspects of the business including client contact and meetings, management of office and field personnel, scheduling, finance and work procurement. He has been a licensed surveyor since 1976 and has extensive knowledge of Boundary, Site, Topographic, and Right-of-Way Surveys as well as Sketch and Legal Descriptions in conformance with the Florida Minimum Technical Standards.

**Key Projects:**

**Archbold Biological Station, Adrian Archbold Learning Center, Venus, Florida.**

- Highlands County's first LEED Platinum building. Responsible for survey project control for development.

**City Of Avon Park, Florida.**

- Self-Avenue force main extension and Record Survey.
- Lake Avenue sidewalk reconstruction survey.
- Ridge water plant site survey.

**City Of Sebring, CDBG Streetscape Improvements. Sebring, Florida.**

- Responsible for survey calculations and control for streetscape improvements. Coordinate field crews and quality control.

**F.D.O.T. Snapper Creek Service Plaza, Homestead Extension To Florida Turnpike, Miami, Florida**

- Responsible for baseline control and construction layout of the facilities and gasoline pump improvements.

**U.S. Coast Guard, Housing Project, Kendall, Florida**

- Responsible for complete site development control for all phases of construction from underground water, sewer and drainage to building layout and parking lots.

**Eastern Airlines, L-1011 Docking Facility, Miami International Airport, Miami, Florida**

- Responsible for ground and attic control points for docking facility, calculations and crew quality control.

**Better Roads, Us Hwy 17 Widening Project, Arcadia, Florida.**

- Project surveyor responsible for project control, calculations, survey crew supervision for seven miles of four laneing of US HWY 17 running north from Arcadia. This was a metric measurement job.

**Highlands County B.O.C.C., Emergency Operations Center, Sebring, Florida.**

- Responsible for creating and modifying fire district legal descriptions and map preparation. Organize numerous tower site surveys for emergency communications.

**FI Land Partners, Highlands County, Florida**

- Responsible for construction control for 632 acre, 166 lot subdivision. Supervised field crews, calculations for construction of cut and fill, water, sewer, drainage, roads and platting of subdivision.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07  
ENVIRONMENTAL SERVICES**

**Lew Carter, Environmental Soil Scientist**

Education:

Associate of Science

Rhode Island Junior College, 1973

Bachelor of Science, Natural Resource Development University of Rhode Island, 1975

Soil Science Institute University of Florida, 1984

Area of Expertise:

Soil Classification, Soil Survey, Hydric Soil Determinations, Wetland Delineation, Seasonal High

Water Tables, Physical and Chemical Analysis of Soil

Professional Experience:

Staff Soil Scientist, USDA Soil Conservation Service, 1978 - 1981 Florida, in the following counties: Martin, Lee, Charlotte, Hendry and Indian River.

Project Leader, USDA Soil Conservation Service, 1981 - 1989, Soil Surveys of Highlands, Glades and Okeechobee Counties.

Resource Soil Scientist, USDA Soil Conservation Service, 1989 - 1994, Highlands County, F1.

Staff Soil Scientist, Polston Engineering Inc, 1994 - Present,

Private Consulting Soil Scientist 1994 - Present

Registration/Affiliations:

Certified Professional Soil Scientist, American Registry of Certified Professionals in Agronomy, Crops and Soils, 1992 No. 3474.

Florida Association of Professional Soil Classifiers, 1978 - 2007

President, Florida Association of Environmental Soil Scientists, 1993-94

Contributing Author - Published USDA Soil Conservation Service, Soil Surveys of Martin, Lee, Charlotte and Hendry County, Fl.

Principal Author - Published USDA Soil Conservation Service, Soil Surveys of Highlands and Glades County, Fl.

Numerous reports of environmental conditions for the purposes of obtaining various Federal, State, and Local development permits. (Available by request)

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Carter and Leonardo Environmental Services, LLC**

Carter and Leonardo Environmental Services, LLC began operations on January 1, 2021. Lew Carter has provided environmental consulting and soil science consulting throughout the State of Florida since 1994.

James Leonardo is an Environmental Scientist starting as a member of the company on January 1, 2021. James Leonardo is an authorized gopher tortoise agent registered with the FL Fish and Wildlife Conservation Commission.

**Contact Information:**

Address: 3701 Grand Concourse Sebring, FL 33875

Phone: 863-655-2920

James Leonardo Cell: 863-381-2798

Lew Carter Cell: 863-381-2996

**Services Provided:**

Local, State, and Federal Project Permitting

Field Data Collection

Wetlands and Protected Habitat Delineation

Protected Species Surveys and Permitting

Vegetative Monitoring

Ecosystem Restoration Plan Development

GIS Mapping

Due Diligence Surveys

Land Management Planning

Expert Witness Testimony

Due Diligence and Feasibility Studies for Residential and Commercial Properties

Phase I Environmental Site Assessments

Soil Classification

Soil Survey

Hydric Soil Determinations

Seasonal High Water Determinations

Physical and Chemical Analysis of Soil

**Lew Carter**

**Environmental Soil Scientist**

**Education:**

Associate of Science, Rhode Island Junior College

1973, Bachelor of Science, Natural Resource Development, University of Rhode Island,

1975, Soil Science Institute University of Florida, 1984

**Professional Experience:**

Staff Soil Scientist

USDA Soil Conservation Service, 1981-1989 Florida, in the following counties:

Martin, Lee, Charlotte, Hendry, and Indian River; Project Leader, USDA Soil

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

Conservation Service, 1981-1989, Soil Surveys of Highlands, Glades and Okeechobee Counties; Resource Soil Scientist, USDA Soil Conservation Service, 1989-1994, Highlands County, Florida; Staff Soil Scientist, Polston Engineering, Inc., 1994-Present

Registration/ Affiliations:

Certified Professional Soils Scientist

American Registry of Certified Professionals in Agronomy, Crops and Soils, 1992  
No. 3474

Florida Association of Professional Soil Classifiers, 1978-1993--President,

Florida Association of Environmental Soil Scientists, 1993-1994

James Leonardo

Environmental Scientist

Education:

Associate of Arts, South Florida State College, 2015

Bachelor of Science, Environment & Society, Florida State University, 2018

Professional Experience:

Environmental Scientist, Carter and Leonardo Environmental Services, 2021  
Present.

CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07

TAB 4: PENDING/PAST LITIGATION

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

Cool and Cobb Engineering Company had a claim filed October 28, 2019. We were not at fault and no money was paid out to anyone. The file has been closed.

We do not have any current pending litigation.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**


**TAB 5: CITY RESPONSE FORMS**

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**VENDOR INFORMATION AND SIGNATURE FORM**

Vendor Name	Cool and Cobb Engineering Company
Trade License (If applicable)	
Contact Person(s)	Carl E. Cool
Street Address with City, State and Zip Code	203 W. Main St., Avon Park, FL 33825
Mailing Address (If different from Above)	
Phone Number	863-657-2323
Fax Number	863-657-2324
E-Mail	carl@coolandcobb.com
Proposer will do the work as	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation
Date and State of Incorporation	DATE: <u>October 2011</u> STATE: <u>Florida</u>
Name of partnership or joint venture	

By signing below, the submission shall be deemed a representation and certification by the Proposing Firm that you have investigated all aspects of the solicitation, have read and understand the solicitation, and acknowledge all addenda.

Authorized Signature:	
Printed Name of Signer:	Carl E. Cool
Date Signed:	09-02-2022
Title of Signatory:	Vice-President

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**DRUG FREE WORKPLACE CERTIFICATION**

In the event of a tie, preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the employer's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place 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.

VENDOR Cool and Cobb Engineering TITLE Vice-President

AUTHORIZED SIGNATURE  DATE 09-02-2022

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of City of Avon Park. All firms must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of City of Avon Park, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of City of Avon Park in connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Employee of City of Avon Park:

\_\_\_\_\_  
\_\_\_\_\_

Name of City of Avon Park Employee that owns 5% or more in Respondent's firm:

\_\_\_\_\_  
\_\_\_\_\_

Not applicable: XX

Carl E. Cool



Name

Cool and Cobb Engineering

Company

09-02-2022

Date

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

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

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

1. This sworn statement is submitted to The City of Avon Park  
by Carl E. Cobb  
For Cool and Cobb Engineering  
Whose business address is 203 W. Main Street  
Avon Park, FL 33825

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3555036  
(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 Section 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 of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- (a.) A predecessor or successor of a person or a corporation 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 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 agreement 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 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.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statute, 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 “persons” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

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



Signature

Sworn to and subscribed before me this 02 day of September, 2022.

Personally known XX

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

Notary Public- State of Florida

My commission expires 02-25-23

Cara Ward 

[printed, typed or stamped commissioned name  
of notary public]



**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**NON-COLLUSION STATEMENT**


I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other company or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other company or person who is a bidder or potential prime bidder on this project have been disclosed to me or my company.
4. No attempt has been made to solicit, cause or induce any company or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this company, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other company or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
6. The bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary bid.
7. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from City of Avon Park, of the true facts relating to submission of bids for this contract.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

  
\_\_\_\_\_  
Signature  
Vice-President  
\_\_\_\_\_  
Title  
09-02-2022  
\_\_\_\_\_  
Date

Cool and Cobb Engineering  
\_\_\_\_\_  
Company Name  
203 W Main St, Avon Park, FL  
\_\_\_\_\_  
Address  
863-657-2323  
\_\_\_\_\_  
Phone Number

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**TAB 6: PROPOSED CONTRACT**

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**COOL AND COBB ENGINEERING STANDARD CONTRACT**

**Client:**                      **Name**    **Date:**  
                                    **Address**  
                                    **City, State, Zip**

**Project Description:**    **Name of Project**  
                                    **Address of Project**  
                                    **City, State, Zip (Project Location)**

Dear Mr. / Mrs. Name:

Thank you for choosing Cool and Cobb Engineering Company (Cool and Cobb) to submit this Proposal for the design work for the Project Name of Location \_\_\_\_\_. We have enclosed our Fee Schedule and General Terms and Conditions. We respectfully request that you indicate your approval of the terms and conditions as stated by signing and returning the form to us. You may forward to us by return mail, email, or Fax (863) 657-2324. **This form must be signed and returned to us before work is initiated.**

**A.) Assumptions:**

- 1) Project consists of a Size-acre site which meets all Planning and Zoning Requirements.
- 2) Owner would like to construct a Size-square foot Type \_\_\_\_\_ Building.
- 3) Type of construction includes \_\_\_\_\_.
- 4) Owner will provide a 30-Year Title Search if they would like Surveyor to include an Alta Survey.
- 5) Surveyor will be working for \_\_\_\_\_ and will provide us with a DWG of the Survey.
- 6) Project Communications (Emails, Phone Calls, Texts, etc.) included in this Proposal are limited to 2-hours. Additional correspondence will be billed at our hourly rate.
- 7) All Submittal Reviews will be billed per our hourly rates in Section "F" to Owner.
- 8) Bidding/Construction Administration Requests for Additional Information (RAI) will be billed per our hourly rates in Section "F" to Owner.
- 9) If weekly or monthly meetings are required, they will be billed separately per our Hourly Rates shown in Section "F" on this Proposal.
- 10) If special on-site or construction meetings are required, they will be billed separately per our Hourly Rates shown in Section "F" on this Proposal.
- 11) It is the Owner's responsibility to ensure all Environmental Regulations are met. Cool and Cobb Engineering advises Owner to coordinate an Environmental Study with a Licensed Environmental Consultant (if applicable).

**B.) Proposed Services:**

**1.) Site Plan Design**

**a. Governing Agency Name (City or County) Development Review**

- i. Provide a detailed Site Plan with proposed elevations, building locations, parking, and routing of vehicles, cross sections, grades, etc. for construction and permitting.
- ii. Provide Conceptual Site Plan of site with an allowance of one modification from Client.
- iii. It is assumed all utilities are readily available at site and no utility extensions beyond property will be required.
- iv. Provide Highlands County Site Plan Application for Final Development Approval.

**COOL AND COBB ENGINEERING COMPANY**

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**b. (Specify) Water Management Permit**

- i. Provide all calculations, documents, and application for ERP (*Minor, Modification, Exemption, General, Individual*) Permit
- ii. Provide details of Storm Water Structures and Erosion Control.
- iii. Geotechnical Borings for retention pond will be required but are not a part of this Proposal. [OR]
- iv. Geotechnical Borings may be required but are not a part of this Proposal. [OR]
- v. Geotechnical Borings are required and are included in this Proposal.
- vi. One submittal and one response to a "Request for Additional Information" (RAI) will be provided. If additional information is required, Owner will be billed at our hourly rates in Section "F" of this Proposal.
- vii. Provide one As-Built Inspection and Certification. In the event multiple Inspections are required with major plan changes, Owner agrees to compensate Cool and Cobb per our hourly rates in Section "F" of this Proposal.

**c. FDOT Permits**

- i. Provide calculations and apply for FDOT Driveway Connection. [Exemption]
- ii. Provide calculations and apply for FDOT Drainage [Exemption] Permit.
- iii. It is assumed FDOT will allow for a Driveway and Drainage Exemption. In the event an Exemption is not allowed, Cool and Cobb will bill per our hourly rates in Section "F".
- iv. One submittal and one response to a "Request for Additional Information" (RAI) will be provided. If additional information is required, Owner will be billed at our hourly rates in Section "F" of this Proposal.

**d. Health Department Permits**

- i. Provide Septic Systems Designs and Health Department Application (Not including on-site inspection).
- ii. One submittal and one response to a "Request for Additional Information" (RAI) will be provided. If additional information is required, Owner will be billed at our hourly rates in Section "F" of this Proposal.

**e. DEP Permits**

- i. NPDES – General Construction Permit
- ii. NPDES – Dewatering Permit
- iii. Well Permit and Application
- iv. Water Main Extension Permit
- v. Sewer System Extension Permit
- vi. As-Built Submittal
- vii. One submittal and one response to a "Request for Additional Information" (RAI) will be provided. If additional information is required, Owner will be billed at our hourly rates in Section "F" of this Proposal.

**D.) Modification Disclosure:**

- 1. Modifications are not complete re-draws or new designs.
- 2. Completely New Designs after Original Design is drawn will be handled in the following manner: The owner will pay for the hours spent on original drawing. The deposit made at initiation of the original project will go towards these fees. If hours are beyond deposit, the remaining due must be paid before the start of the re-draw. A deposit for the new design will be disclosed and will be required to start the re-draw.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**E.) Payment Schedule:**

We propose to provide you with all items under section B, "Proposed Services" for a lump sum of \$\_\_\_\_\_ or \$\_\_\_\_\_ per square foot. A 3% Surcharge Will Be Added To All Credit/Debit Card Payments. Upon final payment it is the Owner(s)/Contractor's responsibility to review and accept Plans as submitted.

I.)	Upon Acceptance of this Proposal	\$
II.)	Upon Approval of Conceptual Site Plan	\$
III.)	Prior to ( <i>County or City</i> ) Final Development Submittal	\$
IV.)	Upon Submittal of Water Management Permit	\$
V.)	Upon Submittal of Health Department Permit	\$
VI.)	Upon Submittal of DEP Permit	\$
VII.)	Upon Submittal of FDOT Permit	\$
VIII.)	Upon Approval of Building Preliminary	\$
IX.)	Upon Submission of Final Building Plans	\$

**F.) Fee Schedule and Additional Expenses: (These rates are valid for up to one year from date of Contract)**

Labor Rates		
Item	Services	Hourly Rate
1)	Principal Rate	\$ 200.00
2)	Engineer Rate	\$ 175.00
3)	Architect	\$175.00
4)	Engineer Intern	\$ 125.00
5)	Architect Intern	\$125.00
6)	Designer/Draftsman	\$ 75.00
7)	Administrative	\$ 50.00

Copy Costs			
Item	Page Sizes	Black	Color
1)	8.5" x 11"	\$ 0.25	\$ 2.00
2)	11" x 17"	\$ 2.00	\$ 8.00
3)	24" x 36"	\$ 3.25	\$ 12.00
4)	36" x 48"	\$ 6.00	\$ 16.00
Travel Rate: \$1.00 Per Mile			
Postage, Shipping, or other Items are at cost plus 10%			

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**GENERAL TERMS AND CONDITIONS**

**Client Responsibilities:**

1. Client agrees to render decisions in a timely manner so as not to delay the orderly and sequential progress of the Design Firm's services and to promptly notify the Design Firm if Client's schedule or budget changes. Client acknowledges that significant changes to the Project construction schedule or budget or to the Project's scope may require changes to the Payment Schedule or Additional Services of the Design Firm.
2. In the event the Client instructs the Design Firm to stop working, hold or delay the project, the Design Firm shall be entitled to compensation for work performed up to the date of cessation, hold or delay. Design Firm may require additional fees from Client once instructions to resume are given, to review and re-familiarize us with the Project. Said fees shall be billed according to the "Labor Rates" as outlined in this Proposal.

**Reimbursable Expenses:**

1. Time spent in responding to any subpoena or other judicial or governmental request for documents or testimony about the Scope of Services shall be compensated at the hourly rate without regard to any other limitations on compensation.
2. Non-personnel costs, including attorney's fees, incurred in responding to any subpoena or other judicial or governmental request for documents or testimony about the Scope of Services, without regard to any other limitation on compensation.
3. These reimbursable expense rates shall be considered valid for one year from the beginning of services. Any reimbursable services provided beyond this date shall be subject to renegotiated rates.
4. All invoices will be from and all payments shall be made to Cool and Cobb Engineering Company.
5. Retainers shall be paid prior to commencing work. All other invoices shall be paid as described in "Compensation and Payments".

**Use and Ownership of Documents:**

1. Upon the parties signing this Agreement, Design Firm Grants Client a nonexclusive license to use Design Firm's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Design Firm including but not limited to, drawings and specifications, are the property of the Design Firm. Design Firm retains all rights, including copyrights, in its documents. Client or others cannot use Design Firm's documents to complete this Project with others unless Design Firm is found to have materially breached this Agreement. Client therefore acknowledges and agrees that use of all drawings by the Client without payment strictly adhering to the previously mentioned compensation and payment schedule in the Basic Services portion of this contract shall constitute copyright infringement. Upon final payment, Client retains the rights to the plans for the specific project referenced in this agreement.

**Miscellaneous Provisions:**

1. Irrespective of any other term in this agreement, Design Firm shall not Control or be responsible for construction means, methods, techniques, schedules, sequences, or procedures; or for construction safety or any other related programs; or for other parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Design Firm's documents.
2. **Indemnification**- Client agrees to indemnify, defend and hold Design Firm harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Design Firm shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Design Firm's negligent errors or omissions.
3. An individual employee or agents of the Design Firm may not be held individually or personally liable for negligence, etc. and all liabilities, suits, claims, etc. shall be limited to the agreed upon compensation and payment amounts found herein under basic services for that specific portion of work which the Design Firm was found to be negligent within.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

4. Client acknowledges anything not specifically addressed herein or asked for prior to execution of this contract shall be provided at the Design Firm's sole discretion and may be in addition to the amount quoted herein and shall in no way delay payment for work in progress or already produced. Client further acknowledges that this proposal is based on strictly adhering to the afore mentioned compensation amounts and payment schedule and that any attempt to withhold an undisclosed retainage, delay payment as agreed upon herein, etc. may, at the Design Firm's sole discretion and schedule, result in withholding of the necessary inspections and / or paperwork to receive their project close out or certificate of occupancy until the disagreement is resolved to the Design Firm's satisfaction. Any delays, fines, penalties, suits, claims, etc. caused by this shall not be the fault of or held against the Design Firm.
5. **Right of Entry-** Unless otherwise agreed, Client will furnish right-of-entry on the property for Design Firm. Design Firm is allowed uninhibited access to the site for the purposes of obtaining information, photographs, measurements, etc. that may be necessary for the design services described herein. This access extends from start of design services through As-Built preparation and certification. Design Firm will take reasonable precautions to prevent damage to the property, but the cost of restoration or damage which may result from the planned operations is not included in the contract. Upon completion of certification, Design Firm shall no longer require access to the site.
6. **Damage to Existing Man-made Objects-** It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against Design Firm arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify, and hold Design Firm harmless from any third-party claim arising from damage to existing man-made objects.
7. **Warranty and Limitation of Liability-** Cool and Cobb shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and Cool and Cobb is promptly notified in writing prior to one year after completion of such portion of the services, Cool and Cobb will re-perform such portion of the services, or if re-performance is impracticable, Cool and Cobb will refund the amount of compensation paid to Cool and Cobb for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall Cool and Cobb be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with, or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request receive within five days of Client's acceptance hereof, increase the limit of Cool and Cobb's liability by agreeing to pay Cool and Cobb an additional sum as agreed in writing prior to the commencement of Cool and Cobb's services.

This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved. PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

1. Client acknowledges that in the case of any overdue invoices, interest shall accrue monthly at a rate of 1% above the US prime lending rate for that month and every month following that until the invoice is made current. All overdue invoices shall be resolved prior to continuation of design work and any delays, fines, penalties, suits, claims, etc. caused by this shall not be the fault of or held against the Design Firm.
2. Client acknowledges and agrees that any significant changes requested to the Design Firm's scope of work by the owners or their representatives will be billed at the agreed upon rate established herein or an agreed upon additional service price.
3. In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Consultant, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client, for all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of the Consultant's fee. Such causes include but not limited to the Consultant's negligence, error, omissions, strict liability, breach of contract, or breach of warranty.
4. While all work will be accomplished to the highest caliber, the Consultant cannot guarantee the action of government officials and agencies during the project review and approval process.
5. When we are assigned a new project, we will transmit to you a project specific acknowledgement form and a cost estimate. The cost estimate will be based on our understanding of the scope of the project provided by you or our review of the project plans and specifications and our experience with similar projects. However, the amount of testing and/or monitoring that will ultimately be performed will be determined by the contractor's approach to the project, which will affect the services (e.g., frequency of testing and/or the number of tests) performed during each site visit. For this reason, the cost estimate is provided for preliminary budgeting purposes only. The actual cost of the testing/inspection services will be a function of the quantities of work performed according to the unit rates presented in the attached fee schedule. The client should be aware that the final cost of our services may be different (i.e., lower, or higher) from the above estimate, again for reasons beyond Cool and Cobb Engineering Company's control.
6. **Legal Jurisdiction-** The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in the State of Florida. All causes of action, including but not limited to actions for indemnification, arising out of Design Firm's Work shall be deemed to have accrued and the applicable Statutes of Limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of Design Firm's final invoice for act or failures to act occurring after substantial completion of the Work. Each of the parties hereto irrevocably waives all right to trial by jury in any legal proceeding arising out of or relating to this agreement.
7. **Force Majeure-** Design Firm shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients, or other similar causes beyond its control.
8. **Drafting and Severability-** all Parties have drafted This Agreement hereto and shall not be construed against one Party or in favor of any other Party. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.
9. Design Firm may terminate this contract at any time and for any reason prior to acceptance of payment. Acceptance of payment shall be defined as the actual deposit of payment. If for any reason the Design Firm terminates this contract, the un-deposited payment(s) shall be returned upon termination.
8. Negative actions or verbal abuse toward Cool and Cobb employees will not be tolerated. Cool and Cobb reserves the right to cancel this Project due to such actions.

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

9. If weekly or monthly meetings are required, they will be billed separately per our Hourly Rates shown in Section F on this Contract.
10. If special on-site or construction meetings are required, they will be billed separately per our Hourly Rates shown in Section F on this Contract.
11. **Retainage Fees are not a part of the Contract and shall not be withheld from payments for services rendered.**
12. **This proposal is good for 30 days from the date on page 1. If not signed by both parties within 30 days of this date, proposal may be considered invalid.**
13. **The parties hereto acknowledge and agree to the GENERAL TERMS AND CONDITIONS incorporated into this AGREEMENT.**

**Thank you for this opportunity to provide you with this Proposal!**

<hr/>		<hr/>	
_____, P.E.	Date	Legal Representative	Date
Cool and Cobb Engineering Company			

CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07

TAB 7. ADDITIONAL MATERIALS

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

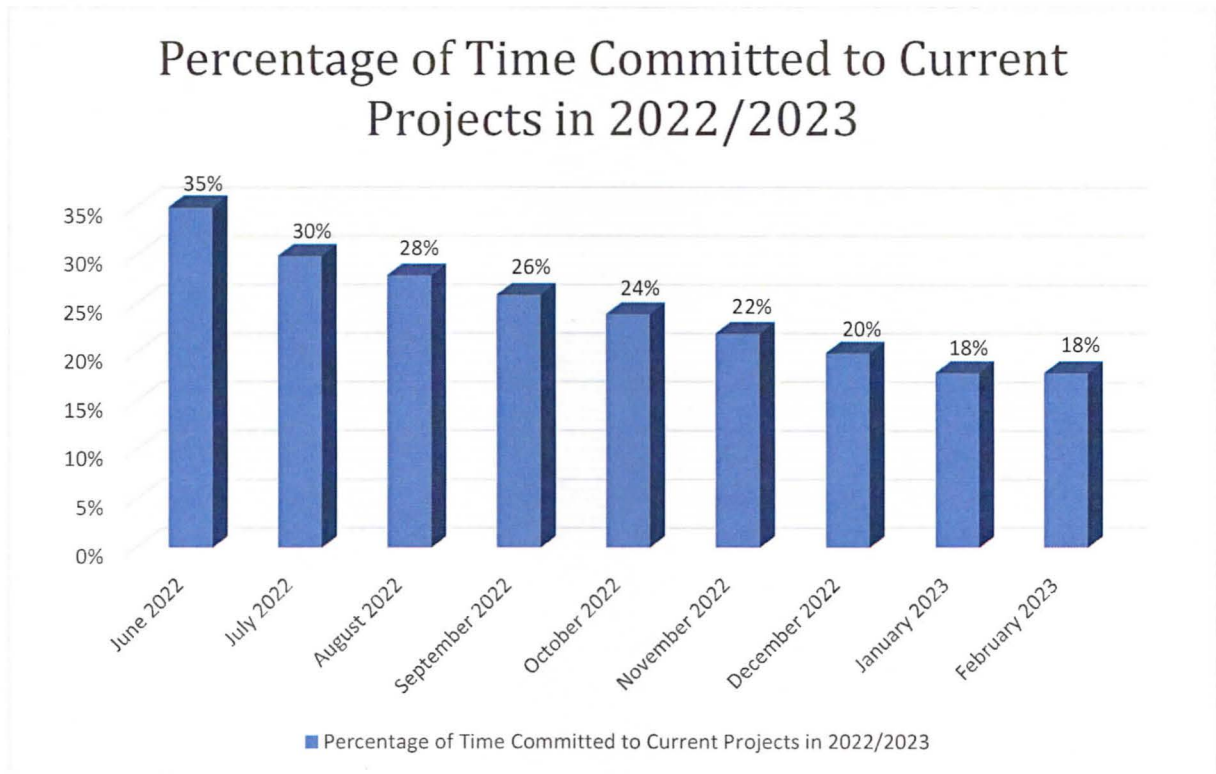
**Current and Projected Workload versus Capacity**

Cool and Cobb understands the requirements of completing all commitments on multiple projects at the same time. Our Team's track record of completing projects on time and within budget is a testament to our ability to complete commitments we make. We will approach all projects for the City of Avon Park with the same level of professionalism and commitment to assure all parties that we will do what it takes to fulfill our promise of a job well done and completed on time.

List of current committed projects with the anticipated completion date for Cool and Cobb Engineering Company:

1. Florida Lakes RV Park	Complete 10/22
2. Hennessee Lane Road Design	Complete 12/22
3. DeSoto County King Drainage System	Complete 08/22
4. Penner Arcadia Development	Complete 02/23
5. Gamez Labor Camp Construction Inspection	Complete 11/22

We have substantial capacity to take on additional work in 2022. We do not foresee any problems in meeting the City's needs on upcoming projects. The chart below shows the current projected workload for 2022-2023.



**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

*The Cool and Cobb Team will work together on each project assigned using only the Professional Services needed to complete the required task in order to save our Clients money!*

**Respondent Staff for Technical Services are as listed:**

- Change Order Negotiation: Mason Cobb, P.E.
- Claims Management: Mason Cobb, P.E.
- Cost Control: Mason Cobb, P.E.
- Cost Estimating of the Guaranteed Maximum Price: Mason Cobb, P.E.
- Constructability Analysis: Mason Cobb, P.E.
- Design: Carl E. Cool, P.E. & Thomas LaPerriere, AIA
- Life Cycle Cost Analysis: Carl E. Cool, P.E.
- Project Close Out: Mason Cobb, P.E.
- Quality Control (Construction): Mason Cobb, P.E.
- Value Engineering: Carl E. Cool, P.E.

**Location/Accessibility:** The location and future accessibility for the Cool and Cobb Engineering Team is:

Cool and Cobb Engineering Company  
203 West Main Street  
Avon Park, FL 33825  
Phone: 863-657-2323  
Fax: 863-657-2324  
Email: [mason@coolandcobb.com](mailto:mason@coolandcobb.com)  
Email: [carl@coolandcobb.com](mailto:carl@coolandcobb.com)

**Project Team Members:**

Mason Cobb, President, Professional Engineer  
Carl Cool, Vice President, Professional Engineer  
Thomas LaPerriere, Registered Architect  
Christopher Brown, Engineer Graduate, Stormwater & Site Designer  
Hannah Pepper, Technical Engineer  
Cara Ward, CAD Drafter  
Brian Wise, CAD Drafter  
Karen Wiegand, CAD Drafter  
Guadalupe Garcia, CAD Drafter

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

**Volume of Past 5-Years with Governmental Entities:**

Cool and Cobb has completed 59 Governmental Projects for a total of \$381,483.00 in Design Costs.

**Volume of Contracts with Highlands County**

1. Highlands County Road & Bridge Dept: Annual Assessment for SWFWMD Permit
2. Highlands County Road & Bridge Dept: Application for DEP exemption
3. Highlands County Road & Bridge Dept: Professional Services for Colony Point
4. Highlands County Road & Bridge Dept: Application -Asphalt Plant
5. Highlands County Road & Bridge Dept: Annual Hydrologic Data Summary & Mitigation Report for Shell Pit.
6. Highlands County: Sebring Parkway Phase III
7. Highlands County: Lorida School House Inspection
8. Highlands County: IT UPS Floor Load Calculations
9. Highlands County: USDA Grant Project
10. Highlands County: Avon Park Fuel Tank Inspection
11. Highlands County: Memorial Drive Culvert Replacement
12. Highlands County: Istokpoga Boat Ramp Parking
13. Highlands County: Istokpoga Canal & Structure Inspections
14. Highlands County: Avon Park Estate Roads Inspections

**Volume of Contracts with City of Avon Park**

1. City of Avon Park: Brickell Building Inspection
2. City of Avon Park: National War Dog Memorial
3. City of Avon Park: North Central CEI Services
4. City of Avon Park: City Water/Sewer CEI Services
5. City of Avon Park: Wash & Go Car Wash Plan Review
6. City of Avon Park: Lake Byrd Lift Station
7. City of Avon Park: Mitigation Grant Application
8. City of Avon Park: Water System Master Plan
9. City of Avon Park: Storm Water Infrastructure Grant
10. City of Avon Park: Sanitary Sewer Infrastructure Grant
11. City of Avon Park: City Water Infrastructure Grant
12. City of Avon Park: Fred Conner FDOT SCOP Appl
13. City of Avon Park: City Water DEO System Grant
14. City of Avon Park: City Sewer System Maps
15. City of Avon Park: West Stryker Road Review
16. City of Avon Park: City of Avon Park Utility Design
17. City of Avon Park: SR 64 & Main Street Utility Drafting
18. City of Avon Park: Crystal Lake Force Main

**Volume of Contracts with City of Sebring**

19. City of Sebring: Pine & Lake SWFWMD Inspection
20. City of Sebring: Chloe Street Drainage Design
21. City of Sebring: 1<sup>st</sup> National Bank Feasibility Study
22. City of Sebring: Bridge Design for Golf Course
23. City of Sebring: Girl Scout House Inspection
24. City of Sebring: Sebring Fire Dept Repairs

**COOL AND COBB ENGINEERING COMPANY**

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

- 25. City of Sebring: Highlands Art Leage Drainage
- 26. City of Sebring: Storm Sewer Grant
- 27. City of Sebring: Water System Grant
- 28. City of Sebring: Sanitary Sewer System Grant
- 29. City of Sebring: CRA Circle Park Dr Inspection
- 30. City of Sebring: Storm Sewer Grant Application
- 31. City of Sebring: Sanitary Sewer Grant Application
- 32. City of Sebring: City Potable Water Grant Application
- 33. City of Sebring: Public Works Workshop Loft
- 34. City of Sebring: Public Works Carport Replacement
- 35. City of Sebring: Mercedes Street & Lola Dr Water Main
- 36. City of Sebring: Lakewood Dr Water Main Extension

**Volume of Contracts with City of Wauchula**

- 37. City of Wauchula: T-Hanger Door Seal

**Volume of Contracts with City of Zolfo Springs**

- 38. City of Zolfo Springs: City Parking Lot Resurface

**Volume of Contracts with DeSoto County**

- 39. DeSoto County: CR 769 Bridge Scope of Work
- 40. DeSoto County: Baker King Drainage System Upgrade

**Volume of Contracts with Hardee County**

- 41. Hardee County: Rest Haven Building Evaluation & Structural Report
- 42. Hardee County: Hospital Overhang Enclosure

**Volume of Contracts with Town of Lake Placid**

- 43. Town of Lake Placid: Washington & Crestmore Force Main
- 44. Town of Lake Placid: FDEP SSA Grant Application

**Cool and Cobb applied for and received the following Grants among others:**

- Highlands County USDA Grant Project (2019)
- City of Avon Park Fire Station Hardening Project (2020)
- City of Avon Park Storm Water Infrastructure Grant (2020)
- City of Avon Park Sanitary Sewer Infrastructure Grant (2020)
- City of Avon Park City Water Infrastructure Grant (2020)
- City of Sebring Storm Sewer System Grant (2020)
- City of Sebring Water System Grant (2020)
- City of Sebring Sanitary Sewer Grant (2020)
- City of Avon Park Water System Grant (2021)
- City of Sebring Storm Sewer Grant (2021)
- City of Sebring Sanitary Sewer Grant (2021)
- City of Sebring Potable Water Grant (2021)

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**

v5/11/2022

**E-VERIFY FORM**

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE  
BUREAU'S E-VERIFY PROGRAM**

**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 the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by James Mason Cobb, President  
[Print individual's name and title]

for Cool and Cobb Engineering Company - Florida  
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 203 W. Main St., Avon Park, FL 33825 and


whose Federal Employer Identification Number (FEIN) is 45-3555036 (hereinafter referred to as  
"Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: 737672

**THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.**

  
Print Name: James M. Cobb Date: 07/26/22

STATE OF Florida

COUNTY OF Highlands

The foregoing Certification was sworn to before me this 26 day of July, 2022, by  
James Mason Cobb, as President, the duly authorized officer of  
Cool and Cobb Engineering Company, on its behalf, who is either personally known to me [ ] or has produced  
identification [ ].



Signature: Cara Ward

Print Name: Cara Ward

Notary Public, State of Florida

RFP 22-012 | 43 Professional Services for Water Quality and Drainage Studies

**COOL AND COBB ENGINEERING COMPANY**

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
07/18/2022

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

<b>PRODUCER</b> Risk Transfer Insurance Agency, LLC 47 E. Robinson Street Suite 200 Orlando, FL 32801 407-481-9363	<b>CONTACT NAME:</b> Nick Shelton <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> nshelton@lyonshr.com  <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 80%;"><b>INSURER(S) AFFORDING COVERAGE</b></td><td style="width: 20%;"><b>NAIC #</b></td></tr><tr><td>INSURER A: Service American Indemnity Company</td><td>39152</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: Service American Indemnity Company	39152	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Lyons HR, LLC PO Box 1648 Gadsden, AL 35902-1648															

**COVERAGES**                      **CERTIFICATE NUMBER:** JQFB9P38                      **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <b>OTHER:</b>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	RT22MWC68920029604	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Coverage is extended to the leased employees of alternate employer in all states except in monopolistic states (ND, OH, WA, WY): Cool and Cobb Engineering Company (Effective 7/1/2022)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
04/13/2022 05:14 PM

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<b>PRODUCER</b> Professional Insurance Experts 9355 John W. Elliott Dr Suite 25467 Frisco, TX 75033	<b>CONTACT</b> NAME: Tony Abrudeanu PHONE (A/C, No, Ext): 469-777-3025 FAX (A/C, No): 469-777-3976 E-MAIL: tony@prolexp.com <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Lloyd's of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Cool and Cobb Engineering Company 203 W Main Street Avon Park, FL 33825	

**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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> Property Coverage GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Property \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions, Professional Liability		W22D96220501	05/01/2022	05/01/2023	\$2,000,000 Each Claim \$2,000,000 Aggregate

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

Engineering Firm.

**CERTIFICATE HOLDER**

**CANCELLATION**

	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 

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Clear All

**COOL AND COBB ENGINEERING COMPANY**

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
5/11/2022

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<b>PRODUCER</b> Heacock Insurance - Sebring 32313 Broadway St., Suite 101 Sebring FL 33870	<b>CONTACT</b> NAME: Clark Devore PHONE (A/C, No, Ext): 863-683-2228 FAX (A/C, No): 863-683-3309 E-MAIL ADDRESS: cdevore@heacock.com														
<b>INSURED</b> Cool and Cobb Engineering Company 203 W Main St Avon Park FL 33825	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Southern-Owners Insurance Company</td> <td>10190</td> </tr> <tr> <td>INSURER B : Auto-Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Southern-Owners Insurance Company	10190	INSURER B : Auto-Owners Insurance Company	18988	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Auto-Owners Insurance Company	18988														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER: 208967908** **REVISION NUMBER:**

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INSR LTR		TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A		COMMERCIAL GENERAL LIABILITY		72741100	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000
		CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
		POLICY PROJECT LOC					PRODUCTS - COMPI/OP AGG \$ 2,000,000
		OTHER:					\$
B		AUTOMOBILE LIABILITY		4974110000	3/8/2022	3/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X	ANY AUTO					BODILY INJURY (Per person) \$
		OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
		HIRED AUTOS ONLY	X				PROPERTY DAMAGE (Per accident) \$
							\$
		UMBRELLA LIAB					EACH OCCURRENCE \$
		EXCESS LIAB					AGGREGATE \$
		DED RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E. L. EACH ACCIDENT \$
		If yes, describe under DESCRIPTION OF OPERATIONS below					E. L. DISEASE - EA EMPLOYEE \$
							E. L. DISEASE - POLICY LIMIT \$

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

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



Ron DeSantis, Governor



## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**COBB, JAMES M.**

2302 N. THOMAS RD.  
AVON PARK FL 33825

**LICENSE NUMBER: PE78600**

**EXPIRATION DATE: FEBRUARY 28, 2023**

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PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK  
RFQ #22-07



Ron DeSantis, Governor



## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**COOL, CARL EUGENE**

203 WEST MAIN STREET  
AVON PARK FL 33825

**LICENSE NUMBER: PE16921**

**EXPIRATION DATE: FEBRUARY 28, 2023**

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PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07



Ron DeSantis, Governor



## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

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PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**WHEELER, KENNETH F.**

2919 W. UNITAS RD  
AVON PARK FL 33825

**LICENSE NUMBER: PE60417**

**EXPIRATION DATE: FEBRUARY 28, 2023**

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PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07



Ron DeSantis, Governor



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF ARCHITECTURE & INTERIOR DESIGN**

THE ARCHITECT HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**LAPERRIERE, THOMAS**

2107 COLMAR AVE  
SEBRING FL 33870

**LICENSE NUMBER: AR101160**

**EXPIRATION DATE: FEBRUARY 28, 2023**

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CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07

**CITY OF AVON PARK  
PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF AVON PARK FIRE STATION HARDENING PROJECT  
RFQ #22-07**



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

**Detail by Entity Name**

Florida Profit Corporation

COOL AND COBB ENGINEERING COMPANY [Filing](#)

[Information](#)

**Document Number** P11000087464

**FEI/EIN Number** 45-3555036

**Date Filed**

**Effective Date** 10/05/2011

**State** 10/05/2011

**Status** FL

**Principal Address** ACTIVE

203 WEST MAIN STREET

AVON PARK, FL 33825

**Mailing Address**

203 WEST MAIN STREET

AVON PARK, FL 33825

**Registered Agent Name &**

**Address**

COBB, JAMES MASON

203 WEST MAIN STREET

AVON PARK, FL 33825

**Officer/Director Detail**

**Name & Address**

Title PD

COBB, JAMES MASON POST OFFICE

BOX 333 AVON PARK, FL 33826

Title STD

COOL, MAUREEN M  
3570 LAKEVIEW DR  
SEBRING, FL 33870-7913

Title Director, VP  
COOL, CARLE  
3570 LAKEVIEW DR  
SEBRING, FL 33870-7913

**COOL AND COBB ENGINEERING COMPANY**

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# CITY OF AVON PARK

*Highlands County, Florida*

## RFQ #22-07 Professional Engineering Services for City of Avon Park Fire Station Hardening Project

### Award Recommendation:

The Request for Qualifications closed on September 2, 2022. One submission was received. It was submitted by Cool and Cobb Engineering Company and was received in a timely manner. The submission did meet the requirements specified in the RFQ. It is therefore deemed **responsive**.

### Scoring

The scoring criteria set out in the RFQ is as follows (the points awarded to Cool and Cobb Engineering Company follows in bold):

1. The years of experience of the firm working with CDBG-DR grant-funded projects through the State of Florida Department of Community Affairs and/or the Florida Department of Economic Opportunity. (20 points)

**Points awarded: 20** (30 years)

2. The years of experience of the staff that will work on the project with similar transportation projects, stormwater systems and construction projects. (30 points)

**Points awarded: 30** (100.5 years)

3. Understanding or ability to understand the City of Avon Park's local conditions including environmental concerns and permitting requirements. (30 points)

**Points awarded: 30**

4. Number of favorable client reference letters dated 2016 or later provided from other Communities (one letter per community). (20 points)

**Points awarded: 20** (2 letters)

**Total Points Awarded: 100**

### Conclusion

The recommendation of the purchasing department is that the RFQ be awarded to Cool and Cobb Engineering Company.

RFQ #22-07 Professional Engineering Services Fire Station Hardening Project  
Reference Checks

1. Hardee County Bowling Green Fire Station #3 Design Build  
County Manager Lexton Albritton 863-773-9430 No answer.  
Current County Manager is Lawrence McNaul. His email is [lawrence.mcnaul@hardeecounty.net](mailto:lawrence.mcnaul@hardeecounty.net). Sent email for reference check.  
Lawrence called back to give reference: Our county has done quite a few Projects with Cool and Cobb. Their work has always been prompt and has Been of high quality. Their responsiveness to communication is excellent. Have never had any issues. We currently have a continuing contract with them.
  
2. Highlands County Fire Services Leisure Lakes VFD #30  
Fire Marshal James Branca 863-402-7600  
County does not have full-time fire marshal at this time.  
They provided email for reference check. Email is for Luke Andrews who is currently a part-time fire marshal. Sent email for reference check.
  
3. Highlands County Jackson/Josephine Creek Repair Project  
Dawn Ritter 863-402-6529  
Mr. Cool did a great job. We had a federal grant to make repairs to Josephine Creek which had been damaged by Hurricane Irma. The timeframe was very limited and Mr. Cool was able to obtain the permit and provide all of the documentation that was needed in time to satisfy the grant requirements. His communication with the County and with the contractor helped to ensure the success of the project. He and his office were very quick to respond to our calls and requests.

In addition to the above references, Cool and Cobb Engineering Company submitted three letters of reference and nine written evaluations in support of its submittal.

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

September 29, 2022

The Honorable Garrett Anderson, Mayor  
City of Avon Park  
110 East Main Street  
Avon Park, Florida 33825

**SUBJECT:** Authority to Use Grant Funds Approval Letter  
City of Avon Park – Fire Station Hardening Project  
Community Development Block Grant – Mitigation (CDBG-MIT) Program  
Federal Grant Number: B-18-DP-12-0002  
DEO Agreement Number: I0122

Dear Mayor Anderson,

On August 3, 2022, the Florida Department of Economic Opportunity (DEO) received an Environmental Review Record (ERR) and a Request for Release of Funds and Certification (RROF) form, HUD 7015.15, from the City of Avon Park related to the Fire Station Hardening Project. Additional information was requested on September 1, 2022 and received September 13, 2022. DEO has reviewed all information provided and has deemed the environmental review to be complete.

The RROF has been held by DEO for the required 15 days, pursuant to title 24 Code of Federal Regulations (CFR) Part 58, to allow the public the opportunity to object to the use of U.S. Department of Housing and Urban Development funds for this project. No valid objections have been received to the release of funds and related certification. The grant condition requiring this project to be environmentally cleared before committing program funds has been met. This environmental review remains valid until or unless one or more of the conditions of title 24 CFR 58.47 occurs.

This letter along with the Authority to Use Grant Funds form, HUD 7015.16, should be placed in the Town's ERR for this project. If you have any questions or need additional information, please contact Geoff Amison, Environmental Program Manager at (850) 717-8422.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Butler', is written over a horizontal line.

Ryan Butler, Director  
Office of Long-Term Resiliency

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
(850) 245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

## Authority to Use Grant Funds

### U.S. Department of Housing and Urban Development Office of Community Planning and Development

<b>To:</b> (name & address of Grant Recipient & name & title of Chief Executive Officer)  The Honorable Garrett Anderson, Mayor City of Avon Park 110 East Main Street Avon Park, Florida 33825	<b>Copy To:</b> (name & address of SubRecipient)  Andrew Marcy, Chief, Avon Park Fire Department Marina Edwards, Guardian CRM, Inc. Arnaud Kone, Program Manager, DEO
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We received your Request for Release of Funds and Certification, form HUD-7015.15 on	August 3, 2022
Your Request was for HUD/State Identification Number	I0122

All objections, if received, have been considered. And the minimum waiting period has transpired.  
You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.  
File this form for proper record keeping, audit, and inspection purposes.

The Department of Economic Opportunity has received the City of Avon Park's Environmental Review. The Request for Release of Funds certifies an environmental impact statement was not required. Based on this certification, it appears the requirements of 24 C.F.R. Part 58 have been met.

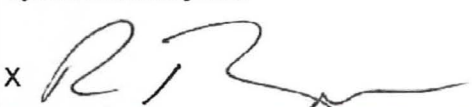
A detailed review of the Environmental Review Record (ERR) indicates the appropriate procedures were followed in assessing the environmental impact of the project, appropriate notices were filed, and to our knowledge, no objections were raised.

City of Avon Park - Fire Station Hardening Project - \$894,087.00

The City of Avon Park shall contact the Miccosukee Tribe of Indians, the Muscogee (Creek) Nation and the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850) 245-6333 if prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

Should a potential environmental issue arise during the grant period, it must be appropriately handled and documentation placed in the ERR located at the Department of Economic Opportunity (DEO). This notice constitutes your authority to expend Community Development Block Grant - Mitigation (CDBG-MIT) program funds, unless otherwise restricted by the Special Conditions of the award agreement with the Department.

Please contact Geoff Amison, Environmental Program Manager at (850) 717-8422 if you have questions about this notice. We look forward to working with you to ensure the successful completion of your project.

Typed Name of Authorizing Officer Ryan Butler, Director Title of Authorizing Officer Office of Long-Term Resiliency	Signature of Authorizing Officer  X 	Date (mm/dd/yyyy)  09/29/2022
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## **Agenda Item Summary**

**Date of Action:** October 10, 2022

**Subject:** City Manager Updates

**Item No.:** H-15

**Placed on Agenda by:**

**Staff Review:**

**Attorney Review:**

**Recommended Motion(s):**

**Documentation:**

Updates

- Hurricane Debris Pickup