



**AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 NORTH POLK AVENUE, ARCADIA FL**

**TUESDAY, MARCH 1, 2016
6:00 P.M.**

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

CONSENT AGENDA

1. City Council Minutes for Inventory Workshop on February 16, 2016 (Penny Delaney – City Clerk)
2. City Council Minutes for Regular Meeting on February 16, 2016 (Penny Delaney – City Clerk)
3. City of Arcadia Municipal Airport January Report (Terry Stewart – City Administrator)

ACTION ITEMS

4. Approval of Resolution 2016-05 – Adopting the City of Arcadia Investment Policy (Beth Carsten – Finance Director)
5. Approval of the First Amendment to the Retirement Plan for Employees of the City of Arcadia, dated December 31, 2001 but never signed (Beth Carsten – Finance Director)
6. RFP Number R2016-01 Golf Course Turf Management (Terry Stewart – City Administrator)

COMMENTS FROM DEPARTMENTS

7. City Marshal
8. City Attorney
9. City Administrator

PUBLIC (Please limit presentation to three minutes)

MAYOR AND COUNCIL REPORTS

ADJOURN

NOTE: Any party desiring a verbatim record of the proceedings of this hearing for the purpose of appeal is advised to make private arrangements therefore.

PLEASE TURN OFF OR SILENCE ALL CELL PHONES

AGENDA No. 1



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: March 1, 2016

DEPARTMENT: Administration

SUBJECT: Minutes from Inventory Workshop on February 16 2016

RECOMMENDED MOTION: Approval of February 16, 2016 Inventory Workshop Minutes as presented.

SUMMARY:

FISCAL IMPACT: _____ () Capital Budget
() Operating
() Other

ATTACHMENTS: () Ordinance () Resolution () Budget (x) Other

Department Head: Penny Delaney *PD*

Date: 02/19/16

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart *TS*

Date: *02/19/16*

COUNCIL ACTION: () Approved as Recommended () Disapproved
() Tabled Indefinitely () Tabled to Date Certain _____ () Approved with Modifications

**AGENDA MINUTES
ONE ITEM PROPERTY INVENTORY WORKSHOP
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, FEBRUARY 16, 2016
5:00 P.M.**

The following minutes reflect action items of the City Council of the City of Arcadia. For a verbatim copy of the minutes, you may contact City Administration to obtain a copy of the recorded meeting.

CALL TO ORDER AND ROLL CALL

The Mayor called the meeting to order at approximately 5:00 p.m. and the following members and staff were present:

Arcadia City Council

Mayor Susan Coker

Councilmember Judy Wertz-Strickland

Deputy Mayor Alice Frierson

Councilmember S. Delshay Turner

Councilmember Joseph E. Fink was not in attendance.

Arcadia City Staff

City Administrator Terry Stewart

Finance Director Beth Carsten

City Clerk Penny Delaney

Public Works Director Steve Underwood

Marshal Matt Anderson

ACTION ITEM

Discussion of Property Inventory

Mayor Coker stated the workshop was regarding inventory of the City's properties and she gave Council Members the opportunity to express any particular interests they had and there were none expressed with the exception of Deputy Mayor Frierson which was addressed later in the workshop. Mayor Coker stated that her concerns included the old City Hall, the old police department, and the old fire station #2 building which all are empty and also the property regarding a right-of-way owned by Gary Frierson. City Administrator Stewart provided a brief description of what had been provided to Council for their review. Mayor Coker asked Public Works Director Underwood to step to the podium in the event there were any questions regarding the site locations. At this time, a slide presentation was provided regarding the various properties owned by the City. After the presentation, Mayor Coker addressed the issue of empty buildings and her desire for Council to decide what to do with them. Regarding the old police department building, City Administrator Stewart advised Council that he had been approached by two (2) different people representing the historical society regarding possible use of the police

City Council Property Inventory Workshop Minutes

February 16, 2016

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department facility and also by a business man, Mr. Vowels, about possible use of the police facility for office space for his business.

Mr. Stewart also advised that he had looked at the lease that the City has with the school board for the old fire station and actually that lease was for one (1) year and it had never been renewed. Councilmember Wertz-Strickland stated she had also been approached about the police department by a business that was looking for office space.

Deputy Mayor Frierson then brought up the issue of the County having the coke bottling plant and thought perhaps the old livestock market might be a better choice for them away from the intersection and congestion. After much discussion regarding the EPA report of the livestock market. City Administrator Stewart advised that the State's response was that there was no Brownfield there, yet he hears conflicting comments. He suggested having a site assessment in order to be comfortable with what the property could or could not be used for. Mr. Stewart stated that he would like to get a consensus from the Council about the livestock yard in regards to doing an analysis of the property. He stated that if it exceeded his authority of approval, it would have to come back to Council anyway, but he advised he would let Council know what that entails before they move forward. He again stated that he would like to get Council's consensus for staff to move ahead regarding the assessment and Council agreed.

Mayor Coker expressed her desire to see the City re-inhabit the old City Hall. Councilmember Turner stated that he would like to see the City Administrator back in that building. Councilmember Wertz-Strickland stated that the problem with doing so is that there is much renovation that needs to be done and asked where the money was going to come from. Deputy Mayor Frierson expressed her desire for the City to utilize it rather than someone else. City Administrator Stewart advised that he wholeheartedly agreed. He stated that one of the things he had been hoping for since his tenure began here was to have City Hall operations back over there, but to keep the Council Chambers in the Margaret Way Building since there is no place to put it over at the old City Hall. He suggested freeing up the Margaret Way Building for additional office space and stated they may be able to leave some of the operations where they are currently located, but it would be nice to get the old City Hall back into use and possibly create some space for the Mayor and Council to meet with the public there as well. Deputy Mayor Frierson expressed her hopes of possibly getting a grant for it. Mr. Stewart, through his experience with such, advised that historical preservation grants are getting harder to come by through the State, but they may be able to get one from private foundations.

The discussion then turned to a grant writer. City Administrator Stewart stated that he knew he had not brought it to Council due to so many other issues having to be addressed, but advised that once the paving contract and the airport issues are dealt with, then he should be able to bring something to Council regarding such. Mayor Coker asked what he needed from Council and Mr. Stewart advised that he would need to know that this is something that Council wishes staff to work on. There was discussion about what is usually required, to include a site assessment and the retention of a historical preservation architect who is certified in that regard which makes it very expensive. City Administrator Stewart stated that if the Council would like for staff to begin working on this, he could start putting together a plan of action and bring it

back to Council for their review and for them to advise if they are comfortable with staff's proposed plan of action and then move forward from there. City Council expressed their desire to do so, but Councilmember Wertz-Strickland asked where the money would come from. City Administrator Stewart stated the plan of action would not require money, but it would inform Council of the various steps, what would need to be accomplished, what the expected costs would be and where the money might be pulled from. Mayor Coker asked if the building was uninhabitable and Mr. Stewart advised that it was not uninhabitable, but it was nowhere close to being ready to move in at this time.

Mayor Coker addressed the issue of the Speer Center and stated that it had no air-conditioning and it was in very bad shape. She asked if there were any groups that would like to rent it or if Council would even try to rent it. Deputy Mayor Frierson stated that she felt it could be put up for sale. City Administrator Stewart stated he had not given any thought to selling it. He advised that considering its location, it has excellent frontage, but if they were looking at selling it, they would need to see what it could sell for, determine if it would have to be re-zoned and he asked if the City really had a future use for it. He stated that what he sees is a building that has fallen into continued disuse and disrepair. Deputy Mayor Frierson stated that she felt just getting it up to code or to get it to where it was inhabitable, the expense would be astronomical. Regarding any building of historical significance, Mr. Stewart advised Council to be ready to be pushed back when you start talking about selling. It was discussed that the building used to be an armory and dances used to be held there when the City Parks and Recreation Department was held in it. Mr. Stewart stated that if the City were to move back into the profile where it would be providing parks and recreation services, they would need to be able to operate out of some facility.

Mayor Coker then directed discussion to the fire house on 10th Avenue and stated that she felt it was time for the City to take possession of it again and utilize it. Deputy Mayor Frierson asked what the City would do with it. City Administrator Stewart stated that the Public Works Department and Parks Department is currently operating out of one (1) central location. He stated to have a facility on that side of town to store equipment in and operate out of would be helpful. Councilmember Wertz-Strickland asked what was in there now and Mr. Stewart advised that the old fire truck and items that go with that are in the facility, along with desks, chairs and other equipment that the school board has stored in there and it was rather haphazardly stored and not well organized. Mayor Coker advised that one of the classes uses it once a year to decorate a float. Mr. Stewart recommended to Council that if they were to decide to take back possession, they should give the school board ample notice. He asked if it was the Council's desire to take back possession of the facility and it was the general consensus of the Council to do so. Mr. Stewart stated that based upon such, he would prepare a communication for the Mayor's signature to the school board and to the superintendent that will advise them of the City's desire to take it back and he would advise Council of the time periods.

Mayor Coker then stated there was one more property that she wanted to address which was a piece of property that Gary Frierson had brought forward which connects to his property. She advised it was originally a right-of-way with no access to it except through Mr. Frierson's property or from the radio station side. At this time, Mr. Frierson stepped to the podium and

provided information and history regarding the issue at hand. Mr. Stewart advised that Mr. Frierson had met with him on at least three (3) occasions to discuss the matter and complimented him on doing the research and gathering the paperwork necessary for providing a clear understanding of what happened, when and why. Mr. Stewart advised he had reviewed the record and stated that the person who owned the property was petitioned to provide the property to the City for the purpose of a right-of-way for an eventual roadway to provide access. Mr. Stewart further advised that the property was provided by the property owner, but it was never platted as a right-of-way and it shows as just a deeded property deeded to the City of Arcadia. He stated as such, the City cannot designate it as a right-of-way. Mr. Stewart advised that if the property had been platted as a right-of-way, Council would have been faced with a vacation of right-of-way. He stated the only person who a right-of-way can be vacated and turned over to is the owner of the property abutting that right of way; the owner of record, not the original owner, but the owner of record at the time the vacation is made. Mr. Stewart stated that in the vast majority of instances, vacations of right-of-way entail returning the property to the owners of the abutting property at no cost. However, he stated we do not have that situation and instead have a situation where it is a deeded property to the City, not counted as a right-of-way. He said he knew there was a previous discussion about this very thing and whether or not the property should be sold directly to Mr. Frierson or if it should be put out for auction. City Administrator Stewart recommended that it is not in the best interest of the City for the property to be put out for auction. He stated there is absolutely nothing that anybody could ever build on that property; it is a long narrow property like a roadway. He stated that if Council decided it was worth a value of which a value had been placed upon it by the property appraiser's office and also an appraisal had been done of which City staff selected the appraiser and Mr. Frierson paid for the appraiser to do the appraisal. City Administrator Stewart stated that whether or not the City returns the property at no cost or whether it charges for the property, it is a policy decision on the part of the City Council. However, he stated that he does not think it is in the best interest of the City because it is a property that is primed for commercial development and for that to ever happen, the property will have to be rejoined to include the piece that was originally intended for a right-of-way. He further stated that it served no one's interest to put it up for auction.

Councilmember Wertz-Strickland suggested putting it as a future agenda item and for Mr. Frierson to come before the Council so a decision can be made. Mr. Stewart asked Council if it was their desire to have it brought forward with a request from Mr. Frierson for the opportunity to purchase the property and it was the general consensus of the City Council to do so. Mr. Stewart advised that it would probably not make the next council meeting, but it would make the following meeting.

Discussion turned back to the old police department facility and after further comments, it was the general consensus of the City Council to rent it. City Administrator Stewart pointed out that once it was rented out to anything other than a non-profit organization, the City will have to pay taxes on it. Mayor Coker asked Council if there was a consensus to give the City Administrator the reins to check into renting it out and what it would need and it was the general consensus of the City Council to do so. Mayor Coker asked Deputy Mayor Frierson about the issue she had referenced at the beginning at the meeting and Deputy Mayor Frierson stated that it

was about the livestock market and the acreage that the County has for the fire station which had already been discussed.

PUBLIC

None

ADJOURN

Councilmember Wertz-Strickland made a motion to adjourn and Councilmember Turner seconded the motion. Having no further business at this time, the meeting was adjourned at approximately 6:02 P.M.

ADOPTED THIS ___ DAY OF _____, 2016.

By:

ATTEST:

Susan Coker, Mayor

Penny Delaney, City Clerk

AGENDA No. 2



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: March 1, 2016

DEPARTMENT: Administration

SUBJECT: Minutes from Regular Meeting on February 16 2016

RECOMMENDED MOTION: Approval of February 16, 2016 Regular Meeting Minutes as presented.

SUMMARY:

FISCAL IMPACT: _____ () Capital Budget
() Operating
() Other

ATTACHMENTS: () Ordinance () Resolution () Budget (x) Other

Department Head: Penny Delaney *PD* Date: 02/19/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *TS* Date: *2/19/16*

COUNCIL ACTION: () Approved as Recommended () Disapproved
() Tabled Indefinitely () Tabled to Date Certain _____ () Approved with Modifications

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, FEBRUARY 16, 2016
6:00 P.M.**

The following minutes reflect action items of the City Council of the City of Arcadia. For a verbatim copy of the minutes, you may contact City Administration to obtain a copy of the recorded meeting.

INVOCATION, PLEDGE CALL TO ORDER AND ROLL CALL

Reverend Jerry Alexander of the Elizabeth Missionary Baptist Church gave the invocation which was followed by the pledge of allegiance. The Mayor called the meeting to order at approximately 6:13 p.m. and the following members and staff were present:

Arcadia City Council

Mayor Susan Coker

Deputy Mayor Alice Frierson

Councilmember Judy Wertz-Strickland

Councilmember S. Delshay Turner

Councilmember Joseph E. Fink was not in attendance.

Arcadia City Staff

City Administrator Terry Stewart

City Clerk Penny Delaney

City Attorney T.J. Wohl

Finance Director Beth Carsten

Public Works Director Steve Underwood

Marshal Matthew Anderson

PRESENTATION

Walk-On Agenda Item – Proclamation - Black History Month

Mayor Coker announced that it was Black History Month and asked Dr. Sharon Goodman who was the City's first black City Councilwoman who also served as Mayor and Deputy Mayor; Mr. Eugene Hickson who was the City's first black Mayor and who also served as Deputy Mayor; Dr. Roosevelt Johnson who served as Mayor and Deputy Mayor; Samuel Morgan, President of the NAACP; and also Reverend Jerry Alexander of the Elizabeth Missionary Baptist Church to come forward to receive the proclamation. Dr. Sharon Goodman thanked the City for the proclamation and explained the importance of recognizing Black History Month and the positive impact it makes.

Agenda Item 1 – Painting by Artist Michelle Held Presented to City of Arcadia

Susan Hoffman of the DeSoto Arts and Humanities Council and Artist Michelle Held presented a painting of the Peace River Bridge to the City of Arcadia. The DeSoto Arts and Humanities Council purchased the painting from Michelle Held to present to the City of Arcadia.

CONSENT AGENDA

Agenda Item 2 – City Council Minutes for February 2, 2016

Agenda Item 3- City of Arcadia Municipal Airport December Report

Agenda Item 4 – Special Event Permit – Arcadia Main Street Beer Walk

Agenda Item 5 – Special Event Permit – Arcadia Clean Up by Arcadia Main Street

Agenda Item 6 – Special Event Permit – Coastal Conservation Association Peace River Chapter Kids Fishing Clinic

Mayor Coker asked that Agenda Item 5 be pulled for further discussion. Councilmember Wertz-Strickland made a motion to approve items 2, 3, 4 and 6 of the Consent Agenda and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

Regarding agenda item 5, Mayor Coker inquired as to what sign being re-painted as was referenced in the application. It was determined that it was the sign at Hickory and 17 South and that it was just going to be spruced up. Councilmember Wertz-Strickland made a motion to approve item 5 of the Consent Agenda and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

ACTION ITEMS

Agenda Item 7 – City of Arcadia Police Officers and Firefighters Retirement Excess Premium Tax Funds

City Administrator Stewart advised that what Council had before them was an item that deals with how excess state funds under State Bill 172 changes the use of those funds. He explained that there was a threshold year established which was 2012 and from that year forward, it enables you to deviate from the default outcome by consent. He further explained that Police Officers are now the only active members of the plan and they have voted to agree that excess premium tax revenues over the 2012 threshold can be used to fund existing benefits which is to the City's benefit. Mr. Stewart stated that he was grateful to the City's police officers for having the wisdom and recognition that it is important to fund the base plan first and foremost. He recommended to City Council that they approve this agreement and also with having the Mayor place her signature on the mutual consent agreement which is to the City's benefit. Councilmember Wertz-Strickland made a motion to accept item number 7 with a question. She expressed her concern that if only police officers participate in it, why does the title include firefighters? Mr. Stewart explained that it was the title of the pension plan. At this time, Marshal Anderson stepped to the podium to explain that there are active participants in it;

that the remaining two (2) are in the drop plan so they are no longer paying into the pension. The Mayor advised they had a motion to approve the Mutual Consent Agreement between the City and the Police Officers' and Firefighters' Retirement System which authorizes the Mayor to sign said agreement and she asked for a second. Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

Agenda Item 8 – Investment Policy

City Administrator Stewart stated staff was not asking City Council to approve the policy tonight, but instead they were asking for direction. He stated staff wanted to know if City Council was comfortable with having an investment policy and the general direction they are headed in and if so, it will be placed on an agenda for final approval. He explained that while the document surmises that it would be done via ordinance, the City Attorney has opined that he would be more comfortable doing it as a resolution. City Attorney Wohl explained that he prefers resolutions in the event an ordinance is not required simply because resolutions are much easier to amend. At this time, Finance Director Carsten addressed Council and referred to the proposed or draft version of the document which staff seeks City Council's approval or disapproval of and she informed Council through a slide presentation that currently the City's bank balance, which includes several different bank accounts, comes in at a little over \$9.7 million as of January 31, 2016. She explained the City has investments in the SBA Prime for the water and sewer replacement and bond user accounts of approximately \$428,000.00. She advised that total has brought in \$31,000.00 in interest of .003%. Ms. Carsten advised that 96% of that \$9.7 million is in a bank account and that this information revealed that the City's funds are extremely liquid, but they are definitely at the extreme low end of risk which is limiting the City to what it can get on its return investment. She stated that adopting this policy would give City staff the needed guidelines to manage the funds in a way that would be to the Council's liking while serving the City in the best possible way. She advised it would allow the right type of liquidity that is needed for cash flow and it would also provide the carefully chosen risk that is needed in order to achieve the right type of growth. She explained that carefully chosen risk is the amount of risk that allows the City to protect its principal and still garner the right kind of needed return. Finance Director Carsten advised the policy meets the guidelines of the Florida Statutes and it meets the investment objectives which are safety of principal, maintenance of liquidity and return of investment. City Administrator Stewart advised that staff had reviewed other policies of both larger and smaller communities, had consulted with municipal investment professionals, had scrupulously followed state statute and had put together a policy that Council can feel comfortable that the City will get the best bang for their buck while also protecting the principal and the people of the City of Arcadia. He stated it is irresponsible and unconscionable for the City to sit back and continue to operate in the way it has been operating. Mr. Stewart highly encouraged the City Council to authorize staff to come back with either an ordinance or a resolution for their consideration and final approval.

Deputy Mayor Frierson asked if it was staff's intention to leave a certain percentage in the checking account to cover the monthly or quarterly expenses and invest the balance of it and Ms. Carsten stated that was their intention. Deputy Mayor Frierson then asked who would make the decision of the investment choice. City Administrator Stewart advised that the rules are very

restrictive as to where they can or cannot invest. He stated that if it was the desire of the Council to invest over a certain dollar or percentage amount that it come to them for their approval, then it could be included, but the rules are very specific about the kinds of investments that can be invested in and the places in which they can invest in. After further discussion regarding different investment houses and designated funds within the City's budget, Councilmember Wertz-Strickland made a motion to approve the adoption of the investment policy and to bring it back before Council and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 4/0, approved. Deputy Mayor Frierson asked the City Administrator if he would keep the Council updated as to where the money is and what it is doing. City Administrator Stewart advised that at the very least, Council would receive a quarterly report on all of the investments. Councilmember Wertz-Strickland asked who would draft the investment policy and Mr. Stewart informed her that the City Attorney would provide it in the form of a resolution following the guidelines that have been recommended. Mr. Stewart stated that any investment house where the City invests its money will be provided with a copy of the investment policy and when they invest, they have to report to the City and validate that they have been following the policy.

COMMENTS FROM DEPARTMENTS

Marshal Anderson stated that he was there to address any concerns the Council or the public may have. He advised the department had been busy. Marshal Anderson also advised that the City Administrator had asked the Public Works Director to attend a FDOT meeting in Bartow and he (the Marshal) had tagged along in hopes of getting a pedestrian safety issue addressed on the City's South 17 corridor. He explained they were successful in speaking with the Secretary and were able to address their concerns. He stated the Secretary was familiar with the problem and Marshal Anderson was hoping action would be forthcoming.

City Attorney Wohl advised he had not report.

Finance Director Carsten presented the Finance Report as of February 3, 2016. She advised that per the budget amendment which Council approved the month prior, the numbers had been updated to include the amended numbers. Ms. Carsten informed Council that revenues were at 43% and expenses were at 28.6%. Deputy Mayor Frierson pointed out that the expenses were looking good and Ms. Carsten advised that the departments were doing a good job keeping within their budgets.

City Administrator Stewart expressed his gratitude to Marshal Anderson for investing his time to travel to Bartow with the Public Works Director. He advised that they were changing their profile with the FDOT regarding their awareness of Arcadia and their awareness of the City's focus of what is going on in relation to the State.

Mr. Stewart referenced documents that had been provided to City Council with one page being a memorandum that explained his authorization of spot repairs for paving of two (2) streets at Highway 70 and Hernando and at Cypress and Hillsborough. He explained the work had been delayed due to rain and the costs came to approximately Thirteen Thousand Four Hundred One

and 00/100 Dollars (\$13,401.00). He advised that in the interim, he received complaints regarding potholes at the intersection of Whidden and Polk and he had staff fill them in with shell rock. Mr. Stewart advised they were able to get the contractor who is doing the current work at the other two (2) locations to look at it and the cost will be Eight Thousand Five Hundred Thirty and 00/100 Dollars (\$8,530.00). He stated he would like to authorize the work while they are here to save on mobilization costs and because of the deteriorating condition. Mr. Stewart explained that he cannot make the authorization because it is of the same purchasing order and it will put the amount to over Twenty-One Thousand and 00/100 Dollars (\$21,000.00) and he does not have the authority to do so. He stated he is asking Council for the approval of the addition of Eight Thousand Five Hundred Thirty and 00/100 Dollars (\$8,530.00) so the work can be done. He referenced a quote that had been provided by GHC Construction, Inc. which is doing the work on the other two (2) locations and he referenced a copy of a portion of the purchasing manual that speaks to the City Administrator's authority to waive the bidding requirements based on exigent circumstances in the best interest of the City. Councilmember Wertz-Strickland made a motion to accept the Eight Thousand Five Hundred Thirty and 00/100 Dollars (\$8,530.00) for the additional work which would bring it to a total of Twenty-One Thousand Nine Hundred Thirty-One and 00/100 Dollars (\$21,931.00). Councilmember Wertz-Strickland asked for confirmation that the Thirteen Thousand Four Hundred One and 00/100 Dollars (\$13,401.00) and the Eight Thousand Five Hundred Thirty and 00/100 Dollars (\$8,530.00) would make it Twenty-One Thousand Nine Hundred Thirty-One and 00/100 Dollars (\$21,931.00) and City Administrator Stewart confirmed it. She then reconfirmed that she made a motion to include all the referenced figures and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 4/0, approved. City Administrator Stewart thanked Council for working together with staff to get these issues done.

PUBLIC

None

MAYOR AND COUNCIL REPORTS

Councilmember Wertz-Strickland advised of issues discussed at the Ridge Advocacy Meeting and her trip to Tallahassee which included the following: a) a bill being discussed regarding public records requests, accompanying lawsuits and the costs of defense of same; b) a bill being discussed regarding furnishing cancer insurance for all first responders for any form of cancer which will be a horrendous expense for cities and counties; and a bill regarding the communications tax. She went into detail regarding each bill and the ramifications of such on municipalities.

Mayor Coker thanked everyone for attending the workshop and stated she felt much was accomplished. She referred to a resolution that she was hoping to get a consensus from the Council regarding the Low Income Home Energy Assistance Program (LIHEAP) which helps low income families to help provide money for electrical bills. She advised a representative from Florida Power and Light will be going to Tallahassee on March 1, 2016 and had asked if the resolution could be approved and sent with them. She explained the funding that goes to

LIHEAP in the State of Florida had increasingly been decreased. Mayor Coker stated there is a law that governs how the money is appropriated and the appropriation of the law had not been followed therefore Florida continues to decline in funds for the project. She explained LIHEAP is not an entitlement, but money that is given through the power companies to help families that are in need. After review by the City Attorney, he confirmed they were asking for Council's vote to support that the appropriations committee give the LIHEAP funding as presented in the FY2017 budget. He explained it is a resolution not with Council taking action per say, but supporting the LIHEAP program and making sure it is funded properly. Deputy Mayor Frierson made a motion to approve the City Council supporting the program and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 4/0, approved. The City Clerk was instructed to read the resolution by title only and she did so.

Mayor Coker brought up the issue of the possibility of the City Administrator and staff preparing an office that the City Council can use for meetings. After much discussion regarding the room next to the kitchen in the Council Chambers and the unavailability of furniture for such, it was the general consensus of Council to utilize the conference room.

Mayor Coker asked for a consensus to get together a special event committee which would be utilized for special events, floats, etc. City Administrator Stewart asked if she was asking the Council to form a formal committee. Mayor Coker responded by stating no, but just to support an informal special events committee. There was no response.

ADJOURN

Councilmember Wertz-Strickland made a motion to adjourn and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 4/0, approved. Having no further business at this time, the meeting was adjourned at approximately 7:20 P.M.

ADOPTED THIS ___ DAY OF _____, 2016.

By:

ATTEST:

Susan Coker, Mayor

Penny Delaney, City Clerk

AGENDA No. 3



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: March 1, 2016

DEPARTMENT: Administration

SUBJECT: City of Arcadia Municipal Airport Report

RECOMMENDED MOTION: Approval of City of Arcadia Municipal Airport Report for the month of January 2016 as presented.

SUMMARY:

FISCAL IMPACT: _____ () Capital Budget
() Operating
() Other

ATTACHMENTS: () Ordinance () Resolution () Budget (x) Other

Department Head: _____ Date: _____

Finance Director (As to Budget Requirements) _____ Date: _____

City Attorney (As to Form and Legality) _____ Date: _____

City Administrator: Terry Stewart  _____ Date: 2/18/16

COUNCIL ACTION: () Approved as Recommended () Disapproved
() Tabled Indefinitely () Tabled to Date Certain _____ () Approved with Modifications



City of Arcadia Municipal Airport

Monthly Flowage Report- January 2016

To: City Council

Date: February 18, 2016

From: Shelley Peacock

AVFuel gallons sold for January 2,185.3 gallons (including Eagle Vistas)

Eagle Vistas Gallons Pumped 929.4

Eagle Vistas does not pay \$.07 for each gallon.

1,255.9 / \$.07 = \$87.91

Hangar Rent	\$ 6,440.72
Late Fees Collected	\$ 10.00
Vehicle Parking- \$ 60.00/5%	\$3.00
Eagle Vistas LLC (Butler Building)	\$ 1,120.15
Eagle Vistas LLC (FBO Agreement w/ partial waiver)	\$ 844.58
Eagle Vistas Agreement w/Dean Ott \$300.00/5% (Butler Building)	\$13.95
Tie Downs 1- monthly	105.00/50% = \$52.50

Total \$8,572.81

Special Notes

A2- paid 2 months, Jan & Feb.

A4- paid Jan, Feb, & March

December \$8,749.94

AGENDA No. 4



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: March 1, 2016

DEPARTMENT: Finance

SUBJECT: Resolution 2016-05, Adopting the City of Arcadia Investment Policy

RECOMMENDED MOTION: **Motion to approve Resolution 2016-05 Adopting the City of Arcadia Investment Policy**

SUMMARY: This document establishes an official policy guiding the financial investments of the City of Arcadia as adopted by the City Council . The policy is to be used by the Finance Director and City Administrator to determine that investments are made in accordance with the rules established therein. When city money is placed with any bank or investment institution, each investment vehicle will be examined to insure that it meets and remains within the parameters of this policy.

FISCAL IMPACT: () Capital Budget
() Operating
() Other

ATTACHMENTS: () Ordinance (X) Resolution () Budget (X) Other

Department Head: Beth Carsten *BC* Date: 2/18/16
Finance Director (As to Budget Requirements) Date:
City Attorney (As to Form and Legality) Date:
City Administrator: *AD* Date: *2/19/16*

COUNCIL ACTION: () Approved as Recommended () Disapproved
() Tabled Indefinitely () Tabled to Date Certain _____ () Approved with Modifications

RESOLUTION 2016-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, ADOPTING THE CITY OF ARCADIA INVESTMENT POLICY TO BE USED AS A GUIDELINE FOR INVESTING CITY FUNDS IN EXCESS OF THOSE REQUIRED TO MEET CURRENT EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 218.415, *Florida Statutes*, provides that investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body; and

WHEREAS, Section 218.415, *Florida Statutes*, further provides that a unit of local government may adopt an investment policy to be used as a guideline for investing any public funds in excess of the amounts needed to meet current expenses; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Arcadia to adopt a formal investment policy; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA:

SECTION 1. The recitals contained in the preamble to this Resolution are incorporated by reference herein.

SECTION 2. The City of Arcadia Investment Policy, which is attached hereto and incorporated herein by reference as Exhibit "A", is hereby adopted.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, in regular session this 1st day of March, 2016.

ATTEST:

CITY OF ARCADIA, FLORIDA

Penny Delaney, City Clerk

Susan Coker, Mayor

APPROVED AS TO FORM:

Thomas J. Wohl, City Attorney

INVESTMENT POLICY

CITY OF ARCADIA, FLORIDA



APPROVED ON

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Investment Policy

The City of Arcadia, Florida

1. PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the City of Arcadia, Florida (hereinafter "City"). These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

2. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the City with the exception of Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Funds held by state agencies (e.g., Department of Revenue) are not subject to the provisions of this policy.

3. INVESTMENT OBJECTIVES

A. Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

B. Maintenance of Liquidity

The portfolios must be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

C. Return of Investment

Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return of investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

4. DELEGATION OF AUTHORITY

In accordance with the Charter of the City of Arcadia, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City Administrator. The daily management responsibility for all City funds in the investment program and investment transactions is delegated to the Finance Director. The Finance Director shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and administrative controls to regulate the activities of employees. The City may employ an Investment Manager to assist in managing some of the City's portfolios, or a Financial Advisor in providing support and guidance to City Staff. Such Investment Manager must be registered under the Investment Advisors Act of 1940, and the Financial Advisor must be a registered Municipal Advisor with the Securities and Exchange Commission.

5. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported by the Finance Director to the City Administrator in a timely fashion and the liquidity

and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of a Fiduciary and a "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Advisor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

6. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process, under the direction of the Finance Director, shall disclose to the City Administrator any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

7. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping/ custody, repurchase agreements, and separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts and collateral/depository agreements. No person may engage in an investment transaction except as authorized under the terms of this policy.

Independent auditors, as a normal part of the annual financial audit to the City, shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

8. CONTINUING EDUCATION

The Finance Director and other appropriate staff shall annually complete eight hours of continuing education in subjects or courses of study related to investment practices and products.

9. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff and Investment Advisors shall only purchase securities from financial institutions, which are qualified as public depositories by the Treasurer of the State of Florida; institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York, direct issuers of commercial paper and bankers' acceptances or approved non-primary securities dealers.

All approved primary securities dealers and non-primary securities dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) must provide the following information prior to executing investment trades with the City or for the City with the Investment Advisor;

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the Financial Industry Regulatory Authority (FINRA) for securities firms.

3. Statement of any pending lawsuits materially affecting the firm's business.

Authorized City staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York.

10. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current "operating funds" shall have maturities of no longer than twenty-four (24) months.

Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the projected need for these funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

11. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director with the assistance of a Financial Advisor, or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis, following any assistance from the Financial Advisor or Investment Advisor. Acceptable current market price providers include, but are not limited to:

- A. Telerate Information Systems
- B. Bloomberg Information Systems including but not limited to the BOOM, FIT, NIM and TRACE fixed income securities transactional and market transparency systems.
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing.
- D. Nationally recognized independent fixed income market pricing services such as IDC.

The Finance Director, with the assistance of the Financial Advisor, or the Investment Advisor, shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Finance Director or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

- A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process,
- B. When no active market exists for the issue being traded due to the age or depth of the issue,
- C. When a security is unique to a single dealer, for example, a private placement, or
- D. When the transaction involves new issues or issues in the "when issued" market.

Overnight sweep repurchase agreements, money market funds, or local government investment pools will not be bid, so long as they qualify under this policy. Overnight sweep purchase agreements may be placed with the City's depository bank relating to the demand account for which the repurchase agreement was purchased.

12. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs, and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City's custodian or safekeeping institution.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. The Finance Director shall have the option to further restrict investment percentages from time to time based on market conditions, risk, and diversification investment strategies following assistance or advice from the Financial Advisor or Investment Advisor. The percentage allocations requirements of investment types and issuers are calculated based on the original cost of each investment. Investments not listed in this policy are prohibited.

A. The Florida Local Government Surplus Funds Trust Fund ("SBA") or Prime Fund:

1. Investment Authorization

The Finance Director may invest in the SBA.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in the SBA, with these funds available for withdrawal on a daily basis.

B. United States Government Securities

1. Purchase Authorization

The Finance Director may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

Cash Management Bills

Treasury Securities – State and Local Government Series ("SLGS") Treasury Bills

Treasury Notes and Treasury Bonds

Treasury Strips

2. Portfolio Composition

A maximum of 100% of available funds may be invested in the United States Government Securities.

3. Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of purchase.

C. United States Government Agencies

1. Purchase Authorization

The Finance Director may invest in bonds, debentures, notes or callables issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

United States Export – Import Bank

- Direct obligations or fully guaranteed certificates of beneficial ownership

Farmer Home Administration

- Certificates of beneficial ownership

Federal Financing Bank

- Discount notes, notes and bonds

Federal Housing Administration Debentures

- Government National Mortgage Association (Note: GNMA or "Ginnie Mae" is a government owned corporation within HUD. GNMA MBS securities are fully guaranteed by the U.S. government.)

General Services Administration
United States Maritime Administration Guaranteed

- Title XI Financing

New Communities Debentures

- United States Government guaranteed debentures

United States Public Housing Notes and Bonds

- United States Government guaranteed public housing notes and bonds

United States Department of Housing and Urban Development

- Project notes and local authority bonds

This shall include securities issued under the Temporary Liquidity Guarantee Program under which the FDIC guarantees the full and timely payment of principal and interest on qualified securities.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government agencies.

3. Limits on Individual Issuers

A maximum of 10% of available funds may be invested in any individual United States Government agency.

4. Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

D. Federal Instrumentalities (United States Government Sponsored Enterprises (GSEs) and Federally Owned Corporations (FOCs))

1. Purchase Authorization

The Finance Director may invest in bonds, debentures, notes or callables issued or guaranteed by GSEs and FOCs which are non-full faith and credit instrumentalities limited to the following:

- a. Federal Farm Credit Bank (FFCB)
- b. Federal Home Loan Bank or its district banks (FHLB)
- c. Federal National Mortgage Association (FNMA) or "Fannie Mae"
- d. Federal Home Loan Mortgage Corporation (FHLMC) "Freddie Mac" including Federal Home Loan Mortgage Corporation participation certificates
- e. Federal Agricultural Mortgage Corporation (FRMAC)
- f. Tennessee Valley Authority (TVA) – An instrumentality of the U.S. Government as a "Federally Owned Corporation" as distinct from a GSE.

2. Portfolio Composition

A maximum of 75% of available funds may be invested in Federal Instrumentalities GSEs and FOCs.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any GSE or FOC security is five (5) years from the date of purchase.

E. Interest Bearing Certificates of Deposits, Time Deposits or Saving Accounts

1. Purchase Authorization

The Finance Director may invest in certificates of deposit, time deposits or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in certificates of deposit, time deposits or savings accounts.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be deposited with any one issuer.

4. Maturity Limitations

The maximum maturity on any certificate shall be no greater than three (3) years from the date of purchase.

F. Repurchase Agreement

1. Purchase Authorization

a. The Finance Director may invest in repurchase agreements composed of only those investments based on the requirements set forth by the City's Master Repurchase Agreement. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Finance Director and retained.

c. Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and United States Government Instrumentalities as authorized in Section XII Paragraph D with maturities under five(5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short- term deviations from the 102 percent requirement are permissible only upon the approval of the Finance Director.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements.

3. Limits on individual issuers.

A maximum of 10% of available funds may be invested with any one institution.

4. Limits on Maturities

The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. Commercial Paper

1. Purchase Authorization

The Finance Director may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two nationally recognized rating agencies.

2. Portfolio Composition

A maximum of 10% of available funds may be directly invested in prime commercial paper.

3. Limits on individual issuers

A maximum of 10% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 180 days from the date of purchase.

H. Banker's Acceptance

1. Purchase Authorization

The Finance Director may invest in bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which is eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in Bankers' acceptances.

3. Limits on Individual Issuers

A maximum of 10% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length of maturity for bankers' acceptances shall be 180 days from the date of purchase.

I. State and/or Local Government Taxable and/or Tax-Exempt Debt

1. Purchase Authorization

The Finance Director may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa2" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in taxable and tax-exempt debts.

3. Limits on Individual Issuers

A maximum of 10% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any state or local government debt security is three (3) years from the date of purchase.

J. Registered Investment Companies (Mutual Funds)

1. Investment Authorization

The Finance Director may invest in shares in open-end, no-load mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and operated in accordance with 17 C.F.R. § 270.2a-7. In addition, the Finance Director may make investments in other types of mutual funds provided such funds are registered under the Federal Investment Company Act of 1940, invest exclusively in the securities specifically permitted under this investment policy, and are similarly diversified.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in mutual funds.

3. Rating Requirements

The mutual funds shall be rated "AAAm" by Standard & Poor's, or the equivalent by another rating agency.

4. Due Diligence Requirements

A thorough review of any investment mutual fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

K. Intergovernmental Investment Pool

1. Investment Authorization

The Finance Director may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives, and are rated "AAAm" by Standard and Poor's, or the equivalent by another rating agency.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. The Finance Director will review the major aspects of any intergovernmental pool/fund and detailed in that Fund's summary document or information statement.

L. Corporate Obligations or Corporate Notes

1. Investment Authorization

The Finance Director may invest in corporate obligations or corporate notes of U.S. corporations.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in corporate obligations or corporate notes.

3. Limits of Individual Issuers

A maximum of 10% of available funds may be invested with any one corporate note.

4. Rating Requirements

Corporate obligations or notes shall have two of the following three minimum ratings: AA-, Aa3 or AA- as rated by Standard & Poor's and/or Moody's and/or Fitch Investors Services rating services. However, if such obligations are rated by only one rating service, then such rating shall be at least AA, Aa2 or AA by Standard & Poor's, or Moody's or Fitch.

5. Maturity Limitations

A maximum length to maturity for an investment in any corporate obligation or note is three (3) years from the date of purchase.

M. Mortgage-Backed Securities (MBS)

1. Investment Authorization

The Finance Director may invest in mortgage-backed securities (MBS) which are usually based on mortgages that are guaranteed by a government agency or instrumentality for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 15% of available funds may be invested in MBS.

3. Limits of Individual Issuers

A maximum of 5% of available funds may be invested with any one MBS.

4. Rating Requirements

MBS shall be AA rated or better by Standard & Poor's or the equivalent by another rating agency.

5. Maturity Limitations

A maximum length to maturity for an investment in any MBS is three (3) years from the date of purchase.

N. Asset-Backed Securities (ABS)

1. Investment Authorization

The Finance Director may invest in asset-backed securities (ABS) which are bonds or notes backed by financial assets.

2. Portfolio Composition

A maximum of 10% of available funds may be invested in ABS.

3. Limits of Individual Issuers

A maximum of 5% of available funds may be invested with any one ABS.

4. Rating Requirements

ABS shall be AA rated or better by Standard & Poor's or the equivalent by another rating agency.

5. Maturity Limitations

A maximum length to maturity for an investment in any MBS is three (3) years from the date of purchase.

O. Bond Funds

1. Investment Authorization

The Finance Director may invest in bond funds.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in bond funds.

3. Limits of Individual Issuers

A maximum of 10% of available funds may be invested with any one bond fund.

4. Rating Requirements

Bonds funds shall be AAA rated by Standard & Poor's or the equivalent by another rating agency.

13. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements requires specific City Council approval prior to their use, and the recommendation of the Finance Director and City Administrator. If the City Council approves the use of derivative products, the Finance Director shall have developed and demonstrated a sufficient understanding of the derivative products and have the expertise to manage them. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the City Council approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Finance Director has sufficient resources and expertise to manage them.

14. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, the City will use performance benchmarks for short-term and long-term portfolios. At least 25% of the portfolio must mature within one (1) year, known as short-term. Securities greater than one (1) year shall be core the portion of the portfolio. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

1. The benchmark for the short-term portion of the portfolio shall be the 60 day Treasury Bill.
2. The two (2) year Treasury Note can be used as the benchmark for the core portion of the portfolio.

15. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by; the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place

of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Finance Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from custody, or shall be permitted unless by such a duly authorized person.

16. INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted and amended by Resolution. The Finance Director and the City Administrator shall review the policy annually and the City Council shall approve any amendment made thereto.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF ARCADIA, FLORIDA ON

AGENDA No. 5



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: March 1, 2016

DEPARTMENT: Finance

SUBJECT: Approving the First Amendment to the Retirement Plan for Employees of the City of Arcadia, Dated December 31, 2001 but never signed.

RECOMMENDED MOTION: **Motion to approve The First Amendment to the Retirement Plan for Employees of the City of Arcadia.**

SUMMARY: While working with USI Consulting Group who is the Plan Administrator for the Retirement Plan for Employees of the City of Arcadia, to file IRS form 5300 which is a form that must be submitted to the IRS for their review of our most recent Retirement Plan to determine if the City is compliant, it was discovered that the First Amendment had never been executed. Staff searched minutes of the City Council from 2001 and 2002 and could not find where this was taken to Council for approval and adoption. The amendment is adopting provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001. Attached are Amendments Two – Six. They are all signed.

FISCAL IMPACT: Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Beth Carsten *BC* Date: 2/18/16
Finance Director (As to Budget Requirements) Date:
City Attorney (As to Form and Legality) Date:
City Administrator: *[Signature]* Date: *2/19/16*

COUNCIL ACTION: Approved as Recommended Disapproved
 Tabled Indefinitely Tabled to Date Certain _____ Approved with Modifications

**FIRST AMENDMENT
TO THE
RETIREMENT PLAN FOR EMPLOYEES OF
THE CITY OF ARCADIA**

WHEREAS, the City of Arcadia (the "Employer") heretofore established a defined benefit pension plan known as the Retirement Plan for Employees of the City of Arcadia (the "Plan") in recognition of the contribution made to its successful operation by its employees and for the exclusive benefit of its eligible employees; and

WHEREAS, the Employer desires to amend the Plan to incorporate certain of the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA); and

WHEREAS, under the terms of the Plan, the Employer has the ability to amend the Plan;

NOW, THEREFORE, effective as of the first day of the Plan Year commencing after December 31, 2001, except as otherwise herein provided, the Employer in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amends the Plan to provide as follows:

Section 1: Preamble

1.1 This Amendment of the Plan is adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), the model amendment of Revenue Ruling 2001-62 and other relevant federal law. This Amendment is intended as good faith compliance with the requirements of EGTRRA and the model amendment provisions of Revenue Ruling 2001-62 and is to be construed in accordance with EGTRRA, the model amendment of Revenue Ruling 2001-62 and guidance issued thereunder. Except as otherwise provided, this Amendment shall be effective as of the first day of the first Plan Year beginning after December 31, 2001.

1.2 This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

1.3 Sectional references in this Amendment are numbered independently of the Plan document.

Section 2: Limitations on Benefits

2.1 This Section 2 shall be effective for "limitation years" ending after December 31, 2001.

2.2 Benefit increases resulting from the increase in the limitations of Code Section 415(b) will be provided to all current Participants who are actively employed (with benefits limited by Code Section 415(b)) who have an Accrued Benefit under the Plan immediately prior to the effective date of this Section (other than an Accrued Benefit resulting from a benefit increase solely as a result of the increases in limitations under Code Section 415(b)).

2.3 Definitions.

(a) Defined benefit dollar limitation. The defined benefit dollar limitation is \$160,000, as adjusted, effective January 1 of each year, under Code Section 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under Code Section 415(d) will apply to "limitation years" ending with or within the calendar year for which the adjustment applies.

(b) Maximum permissible benefit. The maximum permissible benefit is the lesser of the defined benefit dollar limitation or the defined benefit compensation limitation (both adjusted where required, as provided in paragraph (1) and, if applicable, in paragraphs (2) or (3) of this Amendment subsection 2.3.

(1) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is 10. In the case of a Participant who has fewer than 10 years of service with the employer, the defined benefit compensation limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of service with the employer and (ii) the denominator of which is 10.

(2) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (1) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table as defined in the Plan. Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (2) shall not reflect a mortality decrement if benefits are not

forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(3) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Participant at age 65 (adjusted under (1) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table as defined in the Plan. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

Section 3: Increase in Compensation Limits

3.1 The annual Compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for any prior determination period shall be limited to the applicable dollar limitation then in effect for such determination period pursuant to the provisions of Code Section 401(a)(17)(A).

3.2 Cost-of-living adjustment. The \$200,000 limit on annual Compensation described in Section 3.1 hereof shall be adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

Section 4: Direct Rollover of Lump Sum Plan Distributions

4.1 This Amendment Section 4 shall apply to distributions made after December 31, 2001.

4.2 For purposes of the Plan's direct rollover provisions, an eligible rollover distribution shall also include Participant after-tax contributions, if any, and an eligible retirement plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan

from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code Section 414(p).

Section 5: Applicable Mortality Table

5.1 This Amendment Section 5 shall apply to distributions with Annuity Starting Dates on or after December 31, 2002.

5.2 Notwithstanding any other Plan provisions to the contrary, the Applicable Mortality Table used for purposes of adjusting any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) is the table prescribed in Rev. Rul. 2001-62.

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed by a duly authorized person this ____ day of _____, 2002.

WITNESS

CITY OF ARCADIA

By: _____
Title:

CERTIFICATE OF RESOLUTION

The undersigned officer of the City of Arcadia (the "City") hereby certifies that the following resolutions were duly adopted by the officers of the City Council _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the Retirement Plan for Employees of the City of Arcadia (the "Plan") be amended to incorporate certain of the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) and other applicable legislative or regulatory changes in law, effective generally for Plan Years beginning on and after December 31, 2001; and

RESOLVED, that the proper officers of the City Council are hereby authorized and directed to execute such documentation as is necessary to effectuate the adoption of the amendment of the Plan.

Title

Date

**SECOND AMENDMENT
TO THE
RETIREMENT PLAN FOR EMPLOYEES OF
THE CITY OF ARCADIA**

As Amended and Restated Effective
January 1, 1997

WHEREAS, the City of Arcadia (herein referred to as the "Employer") heretofore established the pension plan presently known as the Retirement Plan for Employees of the City of Arcadia (herein referred to as the "Plan") in recognition of the contribution made to its successful operation by its employees and for the exclusive benefit of its eligible employees; and

WHEREAS, the Employer desires to amend the Plan to incorporate certain provisions required by the Community Renewal Tax Relief Act of 2000, and to make certain other technical corrections; and

WHEREAS, under the terms of the Plan, the Employer has the ability to amend the Plan;

NOW, THEREFORE, effective with limitation years beginning on and after January 1, 2001, the Employer in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amends the Plan to provide as follows:

1. Section 1.22, Article I, the Plan definition of "415 Compensation", shall be amended by deleting such paragraph in its entirety, and replacing it with the following:

1.22 "415 Compensation" means a Participant's wages as defined in Code Section 3401(a) and all other payments of compensation by the Employer (in the course of the Employer's trade or business) for a twelve (12) month period for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. "415 Compensation" shall be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). Effective with respect to Plan Years beginning after December 31, 1997, "415 Compensation" shall include amounts excluded from income pursuant to the provisions of Code Sections 125, 402(g)(3), 403(b) or 457.

For limitation years beginning on and after January 1, 2001, "415 Compensation" shall include elective amounts that are not includible in the gross income of the Employee by reason of Code section 132(f)(4). This amendment shall also apply to the definition of "415 Compensation" applied within in the definition of Leased Employee in Section 1.26, as well as in the determination of the maximum Plan accruals under Code Section 415, as described in Section 5.6."

IN WITNESS WHEREOF, the Employer has caused this Second Amendment to the Plan to be executed by a duly authorized person this 26th day of JUNE, 2003.

WITNESS

Kay M. Harrison
KAY M. HARRISON

CITY OF ARCADIA

By: Edward J. Strube
Title EDWARD J. STRUBE,
CITY ADMINISTRATOR

**THIRD AMENDMENT
TO THE
RETIREMENT PLAN FOR EMPLOYEES OF
THE CITY OF ARCADIA**

As Amended and Restated Effective January 1, 1997

WHEREAS, the City of Arcadia (the "Employer") heretofore established a defined benefit pension plan known as the Retirement Plan for Employees of the City of Arcadia (the "Plan"); and

WHEREAS, under the terms of the Plan, the Employer has the ability to amend the Plan; and

WHEREAS, the Internal Revenue Service, in the form of IRS Notice 2005-5, has issued guidance on the new automatic rollover rules added as a part of the Economic Growth and Tax Relief Reconciliation Act of 2001; and

WHEREAS, in lieu of adopting the new automatic rollover rules, the Employer wishes to amend the Plan to limit the amount of a mandatory single sum payment made to a Vested Terminated Participant prior to his Normal Retirement Age;

NOW, THEREFORE, effective as of January 1, 2006, the Employer hereby amends the Plan to provide as follows:

1. Section 8.3, Small annuity Rule, is amended by deleting such Section in its entirety, and replacing it with the following new Section:

"8.3 SMALL ANNUITY RULE

If the amount of retirement benefit payable to a Participant or his beneficiary is less than \$20 per month, the Actuarial Equivalent of a Participant's Vested Accrued Benefit may be distributed to the Participant or his beneficiary in a single lump sum payment, subject to the following conditions. The Administrator shall direct the payment of a lump sum distribution to a Terminated Participant prior to his Normal Retirement Age if the Actuarial Equivalent of his Vested Accrued Benefit of under \$20 per month does not exceed \$1,000; provided, however, that if the Actuarial Equivalent of such Vested Accrued Benefit exceeds \$1,000, such Terminated Participant must make a voluntary election to receive his benefit in a single lump sum payment. If the Actuarial Equivalent of the Participant's Vested Accrued Benefit of under \$20 per month exceeds \$1,000 and becomes payable following the Participant's attainment of his Normal Retirement Age, the Administrator shall direct the payment of the entire amount in a single lump sum distribution without the consent of the Participant."

IN WITNESS WHEREOF, the Employer has caused this Third Amendment to be executed by a duly authorized person this 6th day of December, 2005.

WITNESS

CITY OF ARCADIA

Rodell y ...

By: *Robert W. ...*

Title: Mayor

CERTIFICATE OF RESOLUTION

The undersigned officer of the City of Arcadia (the "City") hereby certifies that the following resolutions were duly adopted by the City Council on December 6, 2005, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, effective January 1, 2006 and in lieu of adopting the new automatic rollover rules, the Plan's involuntary small benefit cashout provisions (which provide for the payment of a lump sum distribution to any Participant or his beneficiary if the amount of the Participant's monthly annuity amount is \$20 or less) be amended to restrict the amount of a mandatory lump sum distribution made to any such Participant prior to attaining his normal retirement age to an amount of \$1,000 or less, provided, however, that such Participant be allowed to voluntarily elect a lump sum distribution if actuarially-equivalent present value of his monthly benefit of \$20 or less exceeds \$1,000;

RESOLVED, that the proper members of the City Council are hereby authorized and directed to execute such documentation as is necessary to effectuate the adoption of the amendment of the Plan.


Secretary/City Recorder

December 14, 2005
Date

RESOLUTIONS 2006-20

FOURTH AMENDMENT
TO THE
RETIREMENT PLAN FOR EMPLOYEES OF
THE CITY OF ARCADIA

WHEREAS, the City of Arcadia, (the "Employer") heretofore established a defined benefit pension plan known as the Retirement Plan for Employees of the City of Arcadia (the "Plan"); and

WHEREAS, under the terms of the Plan, the Employer has the ability to amend the Plan; and

WHEREAS, the Employer desires to amend the Plan to provide for an increased level of retirement benefit for those Participants retiring under the Plan on and after January 1, 2007;

NOW, THEREFORE, effective as of January 1, 2007, the Employer hereby amends the Plan to provide as follows:

1. Paragraph (a) of Section 5.1, Article V, is amended by deleting such paragraph in its entirety, replacing it with the following two new paragraphs, and re-letter the previously designated paragraphs "(b)" and "(c)" as paragraphs "(c)" and "(d)", respectively:

"(a)" With respect to a Participant who commences his retirement benefit on his Normal Retirement Date, and who retires on and after January 1, 2007, the yearly amount of retirement benefit payable in the Normal Form shall equal (i) multiplied by (ii), as follows:

- (i) 2.0 percent of his Final Average Earnings
- (ii) the number of his years of Credited Service

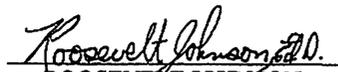
(b) With respect to a Participant who commences his retirement benefit on his Normal Retirement Date, and who retires on and after October 1, 2000 but prior to January 1, 2007, the yearly amount of retirement benefit payable in the Normal Form shall equal (i) multiplied by (ii), as follows:

- (i) 1.5 percent of his Final Average Earnings
- (ii) the number of his years of Credited Service.

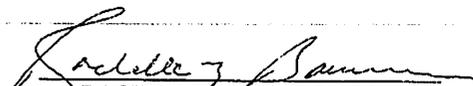
PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA,
IN REGULAR SESSION this 21st day of November, 2006.

IN WITNESS WHEREOF, the Employer has caused this Fourth Amendment to be executed by a duly authorized person this 21st day of November, 2006.

CITY OF ARCADIA


ROOSEVELT JOHNSON
MAYOR

WITNESS/ATTEST:


RACHELLE M. BAUMANN
CITY RECORDER

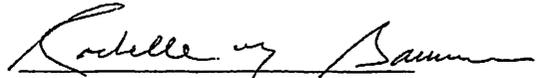
CERTIFICATE OF RESOLUTION

2006-20

The undersigned officer of the City of Arcadia (the "City") hereby certifies that the following resolutions were duly adopted by the City Council on November 21, 2006, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, effective January 1, 2007, the Plan be amended to increase the normal retirement benefit formula by increasing from 1.5% to 2.0% the percentage of the Participant's Final Average Earnings which are multiplied by his years of Credited Service; and

RESOLVED, that the proper members of the City Council are hereby authorized and directed to execute such documentation as is necessary to effectuate the adoption of the amendment of the Plan.


Secretary/City Recorder

November 21, 2006
Date

RETIREMENT PLAN FOR EMPLOYEES OF THE CITY OF ARCADIA

**AMENDMENT FOR
PPA, HEART ACT AND OTHER LAW CHANGES
(Governmental Defined Benefit Plan)**

**ARTICLE I
PREAMBLE**

- 1.1 **Adoption and effective date of Amendment.** The Employer, the sponsor of a governmental plan pursuant to the Code §414(d), adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
-
- ~~1.3 **Employer's election.** The Employer adopts the default provisions of this Amendment except as otherwise elected in Article II.~~
- 1.4 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
-
- 1.5 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates PPA provisions).

**ARTICLE II
EMPLOYER ELECTIONS**

The Employer only needs to complete the questions in Sections 2.2 through 2.7 below in order to override the default provisions set forth below.

- 2.1 **Default Provisions.** Unless the Employer elects otherwise in this Article, the following defaults will apply:
- a. **The applicable mortality table described in Amendment Section 3.3.3(c) is effective for years beginning after December 31, 2007.**
 - b. **Nonspousal beneficiary rollovers are permitted effective for distributions made after December 31, 2006.**
 - c. **In-Service distributions prior to Normal Retirement Age are not permitted.**
 - d. **Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.**
 - e. **Unless an election is made under Section 2.6, the applicable interest rate shall be based upon the same lookback month and stability period in effect under the Plan prior to the adoption of this Amendment.**

- f. **If the cash balance provisions are elected in Amendment Section 2.7, then the vesting schedule will be a 3-year cliff schedule and the interest credit provided in the Plan is not modified.**
- 2.2 **Effective date of applicable mortality table set forth in Amendment Section 3.3.3(c).** The applicable mortality table described in Amendment Section 3.3.3(c) is effective for years beginning after December 31, 2007, unless an alternative is elected below:
 The applicable mortality table described in Amendment Section 3.3.3(c) is effective for years, including a portion of a year, beginning after _____ (may be a date after December 31, 2007 and before January 1, 2009.)
- 2.3 **Non-spousal rollovers (Article IV).** Non-spousal rollovers are permitted after December 31, 2006 unless elected below (Article IV provides that such distributions are always permitted after December 31, 2009):
 Use the following instead of the default (select one):
1. Not permitted.
2. Permitted effective _____ (not earlier than January 1, 2007 and not later than January 1, 2010).
- 2.4 **In-Service distributions (Article VIII).** In-Service Distributions prior to Normal Retirement Age are not permitted unless elected below:
 In-Service distributions will be allowed for Participants at age 62 effective as of the first day of the 2007 Plan Year unless another age and/or date is elected below:
1. age ____ (may not be earlier than 62)
2. effective as of _____ (may not be earlier than the first day of the 2007 Plan Year).
- 2.5 **Continued benefit accruals (Article XII).** Continued benefit accruals for the Heart Act (Amendment Section 12.2) will not apply unless elected below:
 The provisions of Amendment Section 12.2 apply.
- 2.6 **Applicable interest rate.** For purposes of Amendment Section 13.2, unless otherwise elected below, the stability period and the lookback month are set forth in the Plan. (If an alternative election is being made, then a selection at both a. and b. must be made.)
- a. The stability period for purposes of determining the Applicable Interest Rate is:
1. One calendar month
2. One Plan Year quarter
3. One calendar year quarter
4. One Plan Year
5. One calendar year
- b. The lookback month relating to the Stability Period is the:
1. first calendar month preceding the first day of the Stability Period
2. second calendar month preceding the first day of the Stability Period
3. third calendar month preceding the first day of the Stability Period
4. fourth calendar month preceding the first day of the Stability Period
5. fifth calendar month preceding the first day of the Stability Period
6. average rate for two or more calendar months preceding the first day of the Stability Period (specify which of the first through fifth months are averaged)

**ARTICLE III
PENSION FUNDING EQUITY ACT OF 2004 AS MODIFIED BY SUBSEQUENT
LEGISLATION**

- 3.1 General Rule.** This Article applies to the determination of the Code Section 415 limits.
- 3.1.1 Effective date.** The Employer adopts this Article III to reflect certain provisions of the Pension Funding Equity Act of 2004 (PFEA), as modified by the Pension Protection Act of 2006 and the Worker, Retiree and Employer Recovery Act of 2008. Except as otherwise provided herein, effective for distributions in Plan Years beginning after December 31, 2003, the required determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with this Article.
- 3.1.2 Definition of "Applicable Mortality Table."** The "applicable mortality table" means the applicable mortality table within the meaning of Code Section 417(e)(3)(B) (as described in Article XIII).
-
- 3.2 Benefit Forms Not Subject to the Present Value Rules of Code Section 417(e)(3).**
- 3.2.1 Form of benefit.** The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 3.2 if the form of the Participant's benefit is either:
- (a) A nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or
 - (b) An annuity that decreases during the life of the Participant merely because of:
 - (1) The death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or
 - (2) The cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).
- 3.2.2 Limitation Years beginning before July 1, 2007.** For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount:
- (a) the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and
 - (b) a 5 percent interest rate assumption and the "applicable mortality table" defined in the Plan for that annuity starting date.
- 3.2.3 Limitation Years beginning on or after July 1, 2007.** For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of:
- (a) The annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and

- (b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in the Plan for that annuity starting date.

3.3 Benefit Forms Subject to the Present Value Rules of Code Section 417(e)(3).

3.3.1 Form of benefit. The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined as indicated under this Section 3.3 if the form of the Participant's benefit is other than a benefit form described in Section 3.2.1.

3.3.2 Annuity Starting Date in small plans for Plan Years Beginning in 2009 and later. Notwithstanding anything in this Amendment to the contrary, if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in or after 2009, and if the Plan is maintained by an eligible employer as defined in Code Section 408(p)(2)(C)(i), the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

- (a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

- (b) A 5.5 percent interest rate assumption and the applicable mortality table described in Article XIII.

3.3.3 Annuity Starting Date in Plan Years Beginning After 2005. Except as provided in Section 3.3.2, if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

- (a) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form;
- (b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Article XIII for Plan Years after the effective date specified below); and
- (c) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate for the distribution under Regulations Section 1.417(e)-1(d)(3) (determined in accordance with Article XIII for Plan Years after the effective date of that Article) and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Article XIII for Plan Years after the effective date specified below), divided by 1.05.

The effective date of the applicable mortality table above is for years beginning after December 31, 2007, unless a later date is elected in Amendment Section 2.2.

- 3.3.4 **Annuity Starting Date in Plan Years Beginning in 2004 or 2005.** If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:
- (a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and
 - (b) A 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2).

ARTICLE IV DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION

- 4.1 **Non-spouse beneficiary rollover right.** For distributions after December 31, 2009, and unless otherwise elected in Amendment Section 2.3, for distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an Individual Retirement Account (IRA) the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an "eligible rollover distribution" under Code Section 401(a)(31).
- 4.2 **Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.1 of this Amendment, the distribution, if made prior to January 1, 2010, is not subject to the direct rollover requirements of Code Section 401(a)(31) (including Code Section 401(a)(31)(B)), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a 60-day (non-direct) rollover.
- 4.3 **Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E).
- 4.4 **Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount that is a required minimum distribution, as determined under applicable Regulations and other Internal Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Regulations Section 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

ARTICLE V ROLLOVER OF AFTER-TAX AMOUNTS

- 5.1 **Direct rollover to qualified plan/403(b) plan.** For taxable years beginning after December 31, 2006, a Participant may elect to transfer employee after-tax contributions by means of a direct rollover to a qualified plan or to a 403(b) plan that agrees to account separately for amounts so transferred (including interest thereon), including accounting separately for the portion of such

distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

**ARTICLE VI
PARTICIPANT DISTRIBUTION NOTIFICATION**

- 6.1 **180-day notification period.** For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period requirements of Code Sections 402(f) (the rollover notice) is changed to 180 days.
- 6.2 [Reserved].
- 6.3 [Reserved].

**ARTICLE VII
QUALIFIED DOMESTIC RELATIONS ORDERS**

- 7.1 **Permissible QDROs.** Effective on or after April 6, 2007, to the extent provided for under applicable state law for a governmental plan, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order (QDRO) will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.
- 7.2 **Other QDRO requirements apply.** A domestic relations order described in Section 7.1 is subject to the same requirements and protections that apply to QDROs.

ARTICLE VIII

[deleted – not applicable to Governmental Plans]

**ARTICLE IX
DIRECT ROLLOVER TO ROTH IRA**

- 9.1 **Roth IRA rollover.** For distributions made after December 31, 2007, a Participant or beneficiary may elect to roll over directly an "eligible rollover distribution" to a Roth IRA described in Code Section 408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in Article V, if applicable.

ARTICLE X

[Deleted – Not Applicable to Governmental Plans]

ARTICLE XI

[Deleted – Not Applicable to Governmental Plans]

**ARTICLE XII
HEART ACT PROVISIONS**

- 12.1 **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit

the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.

12.2 **Benefit-accrual.** If, pursuant to Amendment Section 2.6, the Employer elects to apply this Section 12.2, then for benefit accrual purposes, the Plan treats an individual who, on or after January 1, 2007, dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(a) **Determination of benefits.** The Plan will determine the amount of Employee contributions of an individual treated as reemployed under this Section 12.2 for purposes of applying Code Section 414(u)(8)(C) on the basis of the individual's average actual employee contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.

12.3 **Differential wage payments.** For years beginning after December 31, 2008: (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment; (ii) the differential wage payment is treated as compensation for purposes of Code §415(c)(3) and Treasury Reg. §1.415(c)-2 (e.g., for purposes of Code §415, top-heavy provisions of Code §416, determination of highly compensated employees under Code §414(q), and applying the gateway requirement under the Code §401(a)(4) regulations); and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding Plan provisions) by reason of any contribution or benefit which is based on the differential wage payment. Differential wage payments (as described herein) will also be considered compensation for all Plan purposes unless otherwise elected at Amendment Section 2.1.

Section 12.3(iii) above applies only if all employees of the Employer performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions or receive benefits based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)).

ARTICLE XIII CHANGE IN APPLICABLE INTEREST RATE AND APPLICABLE MORTALITY ASSUMPTION

13.1 **Effective date.** Except as provided by the Pension Benefit Guaranty Corporation (PBGC) and IRS, the limitations of this Article shall first apply in determining the amount payable to a Participant having an annuity starting date in a Plan Year beginning on or after January 1, 2008.

13.2 **Applicable interest rate.** For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described by Code Section 417(e) after its amendment by PPA. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section

430(h)(2)(C) for the calendar month (lookback month) before the first day of the Plan Year in which the annuity starting date occurs (stability period), or such other lookback month and stability period as elected in Amendment Section 2.6. For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:

- (a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and
- (b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)," and
- (c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

13.3 **Applicable mortality assumption.** For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable mortality table," any provision directly or indirectly prescribing the use of the mortality table described in Revenue Ruling 2001-62 shall be amended to prescribe the use of the applicable annual mortality table within the meaning of Code Section 417(e)(3)(B), as initially described in Revenue Ruling 2007-67.

This amendment has been executed this 27th day of June, 2012.

Name of Plan: Retirement Plan for Employees of the City of Arcadia

Name of Employer: City of Arcadia

By: 

Name of Participating Employer, if any: _____

By: _____
PARTICIPATING EMPLOYER

**SIXTH AMENDMENT
TO THE
RETIREMENT PLAN FOR EMPLOYEES OF
THE CITY OF ARCADIA**

As Amended and Restated Effective January 1, 1997

WHEREAS, the City of Arcadia (the "Employer") heretofore established a defined benefit pension plan known as the Retirement Plan for Employees of the City of Arcadia (the "Plan"); and

WHEREAS, under the terms of the Plan, the Employer has the ability to amend the Plan; and

WHEREAS, the desires to clarify the Plan's definition of Compensation, to modify the Plan's Eligibility provisions and to modify the Plan's Participation provisions; and

NOW, THEREFORE, effective as of January 1, 2015, the Employer hereby amends the Plan to provide as follows:

First, Section 1.10 of Article I of the Plan entitled, "Compensation," is amended by deleting the introductory paragraph of said Section in its entirety, and substituting therefor the following new introductory paragraph:

1.10 "Compensation" means basic earnings from the Employer while an Eligible Employee, excluding the following items of Compensation: overtime pay, sick/vacation payouts made due to and upon termination of employment, bonuses, commissions and earnings attributable to periods during which a Participant declined to make required Employee contributions.

Second, Section 3.1 of Article III entitled, "Conditions of Eligibility," is hereby amended by deleting said Section in its entirety and substituting therefor the following:

3.1 CONDITIONS OF ELIGIBILITY

Each Employee who was a Participant in the Plan immediately prior to the most recent amendment and restatement of the Plan shall continue to be a Participant in the Plan. Each other Employee shall become an Eligible Employee on the date he meets each of the following requirements:

- (i) The date he has completed 60 days of Service;
- (ii) The date on which he attains age nineteen (19); and
- (iii) The date he had agreed in writing to make required contributions.

Finally, Section 3.2 of Article III entitled, "Effective Date of Participation," is hereby amended by deleting said Section in its entirety and substituting therefor the following:

3.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day coinciding with or next following the date such Employee has met all of the Plan's eligibility requirements as set forth in Section 3.1 of the Plan, provided said Employee is still employed as of such date. In the event an Employee or former Participant terminates employment and is rehired, such Employee or former Participant must again satisfy the eligibility requirements of Section 3.1 of the Plan.

All other provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this Sixth Amendment to be executed by a duly authorized person this 6th day of March, 2015.

WITNESS



CITY OF ARCADIA

By: 

Title: Interim City Administrator

AGENDA No. 6



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: March 1, 2016

DEPARTMENT: Finance
SUBJECT: RFP Number R2016-01 Golf Course Turf Magement

RECOMMENDED MOTION: Motion to approve award of RFP No. 2016-01 Golf Course Turf Management to Laman Field Maintenance. Motion to allow staff to enter into an agreement with Laman Field Maintenance.

SUMMARY: Staff Recommendation is attached.

FISCAL IMPACT: Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Beth Carsten *BC* Date: 2/19/16
Finance Director (As to Budget Requirements) Date:
City Attorney (As to Form and Legality) Date:
City Administrator: *[Signature]* Date: *2/19/16*

COUNCIL ACTION: Approved as Recommended Disapproved
 Tabled Indefinitely Tabled to Date Certain _____ Approved with Modifications

MEMORANDUM

TO: Terry Steward, City Administrator
FROM: Beth Carsten, Purchasing/Finance
DATE: February 19, 2016
SUBJECT: RFP #R2016-01 Golf Course Turf Management

BACKGROUND:

RFP #R2016-01 Golf Course Turf Management opened on January 15, 2016. The RFP closing date was February 15, 2016. One response to the RFP was received: Laman Field Maintenance, LLC. Under the policies set forth in the City of Arcadia's Purchasing Policy, normally a selection committee would review the responses to the RFP and give their recommendation for award to the City Administrator. Since there is only one submission, the selection committee is not being utilized.

At 2:00 p.m. on February 15, 2016, the RFP was opened by City of Arcadia City Clerk at a publicly noticed meeting. Following the meeting, the submittal package was reviewed to verify it was responsive to all material elements of the RFP. The submittal package meets the requirements of the RFP.

REFERENCES/EXERIENCE:

We contact four references. The results are attached.

PRICE:

The Proposal presented by Laman Field Maintenance, LLC has two elements to it.

1. The RFP requested pricing for regular monthly consulting and treatment for GREENS ONLY. This price was quoted at \$3,000 a month or \$36,000 annually.
2. The RFP also requested optional pricing to treat the golf course (70 acres) for ants and mole crickets, granular fertilizing, weeds, aerification and core harvesting of greens. This price was quoted for a total of \$46,000 if all the recommendations are taken.

The annual total of the quote is \$82,000.

FUNDING:

In the 2015-16 Budget, Council approved allocating \$55,000 for the application of chemicals at the Golf Course. This leaves a shortage of \$27,000 IF ALL \$82,000 were expended. Due to restructure at the Golf Course, a position was eliminated at the beginning of the 2015-16 year. The cost savings are \$30,417.78. If the Council agrees to allow a budget amendment in the amount of \$27,000 from payroll expenses to chemicals, we can utilize the optional Golf Course chemical treatment (\$46,000) in the proposal as listed above.

RECOMMENDATION:

Staff requests this item be placed on the March 1, 2016 City Council Meeting. We recommend awarding the RFP to Laman Field Maintenance, LLC. Upon approval of Council and acceptance of award, Staff asks for approval to enter into an agreement with Laman Field Maintenance for \$36,000 annually for the consulting and maintenance of the greens. It is recommended that the optional \$46,000 be a part of the agreement but only used with the approval of City Administrator.

**LAMAN FIELD MAINTENANCE RESPONSE TO
RFP #2016-01 GOLF COURSE TURF MAINTENANCE**

SUBMIT HARDCOPY DOCUMENTS TO:



**City of Arcadia
Purchasing Department
23 North Polk Avenue
Arcadia, Florida 34266**

City of ARCADIA, Florida

NOTICE OF AVAILABILITY

**Solicitation Type:
Request For Proposal**

RELEASE DATE:

City of Arcadia is requesting submittal packages from qualified bidders to provide:

SOLICITATION #R2016-01

PROPOSAL NAME: GOLF COURSE TURF MANAGEMENT

SCOPE: The City desires to contract with a qualified and experienced firm to provide on-going golf course turf maintenance at the City of Arcadia's Municipal Golf Course

Public Notice of Availability:

- www.arcadia-fl.gov
- Purchasing Department, 23 N Polk Avenue, Arcadia, FL 34266
- Posted Margaret Way Building
- Posted: 1/15/2016

Arcadian News Paper
Published: 1/21/2016

DUE DATE AND TIME FOR SUBMITTING A SUBMITTAL PACKAGE IS:

Monday, February 15, 2016 at 2:00 PM or as may be amended by the subsequent issuance of addenda.

Inquiries and Clarifications Requests Deadline:

All questions to the terms and conditions of the scope of work of this proposal shall be submitted in writing via mail, fax, or e-mail to the authorized City contact.

AUTHORIZED CITY CONTACT:

Amanda Albritton-Horkey
City of Arcadia Purchasing Department
23 North Polk Avenue
Arcadia, FL 34266
Phone: 863-494-4114 Fax: 863-494-4712
Email: aahorkey@arcadia-fl.gov

Submittal packages in response to this Solicitation may be submitted in the following method:

- Sealed in an envelope and delivered to the above address

Refer to the Submittal Package Format & Requirements section, in this document, for additional detailed instructions for submitting a response.

Submittal Packages received in response to this solicitation and received by the established due date and time specified will be publically opened and read aloud in the Council Chambers, Margaret Way Building, 23 North Polk Avenue, Arcadia, Florida on **Monday, February 15, 2016 at 2:00 pm ET, or soon thereafter**. The opening and reading shall be in the presence of the Purchasing Agent and witness. Bidders and the general public are not required but invited to attend.

BIDDER/PROPOSER REGISTRATION

FAX: (863)494-4712

Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: Laman Field Maintenance Contact person: Jason Laman
Mailing address: 8037 Hwy 17 South City: Lolfa Springs State: FL zip code: 33890
Phone: 863 990 0486 Fax: 863 382 6974 Email: Jason@

Notes:

Documents may also be obtained by using www.demandstar.com. All questions must be submitted in writing by contacting the purchasing department. The City of Arcadia reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the City. All first time vendors must submit a W-9 Form with their response.

Jasonatthebluffs (a) Yahoo.com

**PRICE PROPOSAL
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

CONTRACTOR hereby proposes to provide professional golf course turf maintenance to City of Arcadia Municipal Golf Course pursuant to the terms and conditions outlined in this RFP.

1. Base Price

The CONTRACTOR proposes to provide professional golf course turf maintenance to City of Arcadia for a rate of:

\$ 82,000 Year ONE

\$ 82,000 Year TWO

\$ 164,000 TOTAL

Optional additional years three through four priced annually as a percentage increase from the previous year. Extension of the contract for years three and/or four will be at the option of City of Arcadia.

5 % Year THREE

8 % Year FOUR

NAME OF BIDDER: Jason Laman SIGNATURE:  DATE: 2-15-16

Laman Field Maintenance, LLC

8037 Hwy 17 S
Zolfo Springs, FL 33890

Estimate

Date	Estimate #
2/15/2016	14

Name / Address
City of Arcadia 1769 N.E. Livingston St. Arcadia, FL 34256 Attn. Mike

			Project
Description	Qty	Rate	Total
twice a month consulting on course.	12	1,000.00	12,000.00
twice a month greens treatment. Includes: fertilizer, fungicides, herbicides, wetting agents, and insecticides for greens only.	12	2,000.00	24,000.00
treating golf course (70 acres) for ants and mole crickets.	2	4,200.00	8,400.00
fertilizing golf course (70 acres) with a granular fertilizer.	1	10,000.00	10,000.00
treating golf course (70 acres) for weeds.	2	12,000.00	24,000.00
aerification and core harvesting of greens.	3	1,200.00	3,600.00
* Estimate based on dates of March 1st 2016 to February 29th 2017.*			
Total			\$82,000.00

**EQUIPMENT LISTING
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

Bidders shall indicate below a complete listing of all equipment said Bidders will use in the performance of this contract, including rolling stock, loaders, tractors, mowers and any other specialized equipment. INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY. Failure to complete and return this section may render Bidder's proposal non-responsive.

	COMPANY OWNED?
2013 <u>Cushman 300 gallon Sprayer</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2015 <u>Cushman 300 gallon sprayer</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2007 <u>Kubota tractor</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2015 <u>Kubota tractor</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2012 <u>Vertidrain Aerifier</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2015 <u>Vertidrain Aerifier</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<u>Cushman Core Harvester</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<u>Cushman Core Harvester</u>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
_____	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	YES <input type="checkbox"/> NO <input type="checkbox"/>

SIGNATURE:  Date: 2/12/16
Name of Bidder

**QUALIFICATIONS STATEMENT
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **23 NORTH POLK AVENUE
ARCADIA, FLORIDA 34266**

CIRCLE ONE

SUBMITTED BY: Laman Field Maintenance Corporation

NAME: Jason Laman Partnership

ADDRESS: 8037 Hwy 17 South Individual

PRINCIPAL OFFICE: Golf Hammock Joint Venture

office Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is:

Laman Field Maintenance LLC

The address of the principal place of business is: 8037 Hwy 17 South
Zolfo Springs FL 33890

2. If the Bidder is a corporation, answer the following:

a. Date of Incorporation: 7-24-2013

b. State of Incorporation: Florida

c. President's name: Jason Laman

d. Vice President's name: Jason Laman

e. Secretary's name: Jason Laman

f. Treasurer: Jason Laman

g. Name and address of Resident Agent: Jason Laman
2806 Duffer Rd, Sebring 33872

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? 3 years

a. Under what other former names has your organization operated?

The Bluffs Golf Course

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?

Yes X No _____

9. Did you attend the Pre-Proposal Conference? N/A

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

NO

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

NO

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
Lake June west Golf Course	Terry	1057 Lake June Rd. Lake Placid 33582	Email terry.laman64@gmail.com
			Telephone 863 465 2888
City of Sebring municipal Golf Course	Mark	3118 Golf view Rd Sebring 33870	Email N/A
			Telephone 863 381 2808

South East Turf Partners	Richard Kirkland	17252 Alico Center Rd Fort Myers, FL 33967	Email ~ / A
			Telephone 863 698 8328

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

Have OWNED and operated 3 18 hole golf courses
Have work around the state on hybrid turf
Have grown bermuda turf for 25 years

14. State the name of the individual who will have personal supervision of the services:

Jett Dexter

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

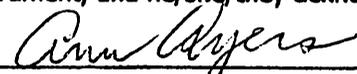
SIGNATURE 

State of Florida

County of Highlands

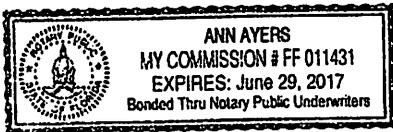
On this the 12th day of February, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared Jason Lamica and (Name(s) of individual(s) who appeared before Notary)

whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.


 NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
 SEAL OF OFFICE:

Ann Ayers
 (Name of Notary Public: Print, stamp, or type as commissioned.)



Personally known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.

**EXPERIENCE & REFERENCES
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

Contract 1:

Golf Course Name	The Bluffs Golf Course
Address	8037 Hwy 17 South Zolfo Springs
Dates Contract Held	2013 - 2016
Phone Number	863 990 0486
Contact Person	Jason
No. of Holes, Yardage, Par	18 hole Par 72
Other Information	

Contract 2:

Golf Course Name	Golf Hammock
Address	2222 Golf Hammock Dr. Sebring
Dates Contract Held	2011 - 2016
Phone Number	863 382 2151
Contact Person	Jason
No. of Holes, Yardage, Par	18 Par 72
Other Information	

Contract 3:

Golf Course Name	Harder Hall
Address	3201 Golf View Rd Sebring
Dates Contract Held	2014 - 2016
Phone Number	863 382 0050
Contact Person	Jason
No. of Holes, Yardage, Par	18 hole Par 72
Other Information	

Contract 4:

Golf Course Name	Arcadia Villiage
Address	
Dates Contract Held	
Phone Number	540 333 0140
Contact Person	Bob Nuvine
No. of Holes, Yardage, Par	9 holes Par 27 1000 Yards
Other Information	

Contract 5:

Golf Course Name	AND Shell Creek Golf Club
Address	
Dates Contract Held	
Phone Number	704 648 3343
Contact Person	Gene Oldeburg
No. of Holes, Yardage, Par	9 holes Par 35 2500 Yards
Other Information	

Reproduce this page as needed to list ALL contracts held in the past 5 years. If contract has been terminated, list reason for termination under other information.

**DRUG-FREE WORKPLACE CERTIFICATION
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the bid/proposal submission date, the bidder/proposer is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the businesses policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United Sates or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposed a sanction on, or required 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. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace Program meeting the foregoing minimum requirements.

Jason Laman

[Printed, typed name]

[Signature]

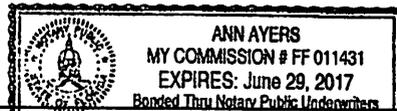
[Signature]

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 12th day of February, 2016, by
, who is personally known to me or who presented _____ as identification, and who (did) (did not)
take an oath.

[Signature]

[Signature of Notary Public]



[Printed, typed or stamped name of Notary Public]

FE011431

[Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to bid/proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

[Signature]

[Date]

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

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

1. This sworn statement is submitted to City of Arcadia, Florida, a Municipal Corporation, 23 N. Polk Ave., Arcadia, FL 34266 by Jason Laman (owner)
[print individual's name and title]
for Laman Field maintenance whose business
[print name of entity submitting sworn statement]
address is 8037 Hwy 17 South Zolfo Springs
FL 33890 and (if applicable) it's Federal Identification Number
(FEIN) is 46-3255091 (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement _____)

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

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

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

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.]**

**NON-COLLUSION AFFIDAVIT
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Arcadia officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Arcadia officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Arcadia Purchasing Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT
STATE OF FLORIDA, COUNTY OF Highlands

BEFORE ME, the undersigned authority, personally came and appeared, Jason Laman, who after being duly sworn, deposed and said that he is the fully authorized agent of Laman Field Maintenance (hereinafter referred to as affiant), and said affiant further said:

- (1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 12th DAY OF February, 2016. NOTARY PUBLIC

AFFIANT
Company Name: Laman Field Maintenance

Address: 8037 Hwy 17 South 201fo Springs FL 33890

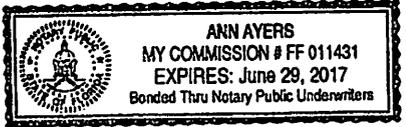
Phone Number: 863 990 0486

Signature: [Handwritten Signature]

NON-COLLUSION AFFIDAVIT IN THE STATE OF Florida IN THE COUNTY OF DeSoto / Highlands being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this 12th day of Feb., 2016 NOTARY PUBLIC in and for the State of Florida

Signature Ann Ayers

Seal



**CONFLICT OF INTEREST FORM
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)
- I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____
- An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____
- None of The Above

PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: Laman Field Maintenance LLC

NAME (PER AUTHORIZED TO BIND THE COMPANY): Jason Laman

SIGNATURE:  DATE: 2/9/16

**RESPONDENT'S CERTIFICATION
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

I have carefully examined the Request for Proposals.

I hereby propose to furnish the services specified in the Request for Proposals. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the Agreement.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the City of Arcadia or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Laman Field Maintenance LLC
NAME OF BUSINESS


SIGNATURE

Jason Laman (owner)
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS: 8037 Hwy 17 South

CITY: Zolfo Springs

STATE, ZIP CODE: FL 33890

863 990 0486
TELEPHONE NUMBER

Jasonatthebluffs@yahoo.com
EMAIL ADDRESS

ORIGINAL (AS NOTICED TO BIDDERS)

RFP #2016-01 GOLF COURSE TURF MAINTENANCE

SUBMIT HARDCOPY DOCUMENTS TO:



**City of Arcadia
Purchasing Department
23 North Polk Avenue
Arcadia, Florida 34266**

City of ARCADIA, Florida

NOTICE OF AVAILABILITY

**Solicitation Type:
Request For Proposal**

RELEASE DATE:

City of Arcadia is requesting submittal packages from qualified bidders to provide:

SOLICITATION #R2016-01

**PROPOSAL NAME: GOLF COURSE TURF
MANAGEMENT**

SCOPE: The City desires to contract with a qualified and experienced firm to provide on-going golf course turf maintenance at the City of Arcadia's Municipal Golf Course

Public Notice of Availability:

- www.arcadia-fl.gov
- Purchasing Department, 23 N Polk Avenue, Arcadia, FL 34266
- Posted Margaret Way Building
- Posted: 1/15/2016

Arcadian News Paper
Published: 1/21/2016

DUE DATE AND TIME FOR SUBMITTING A SUBMITTAL PACKAGE IS:

Monday, February 15, 2016 at 2:00 PM or as may be amended by the subsequent issuance of addenda.

Inquiries and Clarifications Requests Deadline:

All questions to the terms and conditions of the scope of work of this proposal shall be submitted in writing via mail, fax, or e-mail to the authorized City contact.

AUTHORIZED CITY CONTACT:

Amanda Albritton-Horkey
City of Arcadia Purchasing Department
23 North Polk Avenue
Arcadia, FL 34266
Phone: 863-494-4114 Fax: 863-494-4712
Email: aahorkey@arcadia-fl.gov

Submittal packages in response to this Solicitation may be submitted in the following method:

- Sealed in an envelope and delivered to the above address

Refer to the Submittal Package Format & Requirements section, in this document, for additional detailed instructions for submitting a response.

Submittal Packages received in response to this solicitation and received by the established due date and time specified will be publically opened and read aloud in the Council Chambers, Margaret Way Building, 23 North Polk Avenue, Arcadia, Florida on **Monday, February 15, 2016 at 2:00 pm ET, or soon thereafter**. The opening and reading shall be in the presence of the Purchasing Agent and witness. Bidders and the general public are not required but invited to attend.

BIDDER/PROPOSER REGISTRATION

FAX: (863)494-4712

Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: _____ Contact person: _____

Mailing address: _____ City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ Email: _____

Notes:

Documents may also be obtained by using www.demandstar.com . All questions must be submitted in writing by contacting the purchasing department. The City of Arcadia reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the City. All first time vendors must submit a W-9 Form with their response.

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Solicitation # **R2016-01**

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**GENERAL CONDITIONS
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

SUBMITTAL PACKAGES NOT SUBMITTED AS DIRECTED BY THIS SOLICITATION PACKAGE SHALL BE REJECTED. The City reserves the right to 1) cancel a solicitation and 2) accept and/or reject any or all Submittal Packages.

- **AUTHORIZED CITY CONTACT** - The Authorized City Contact Person is defined in the Solicitation Document Page 1 and is the **ONLY** authorized person for Bidders to contact through the award of an Agreement. **BIDDERS SHALL READ THE CONDITION ASSIGNED TO CONTACT PROHIBITION.**
- **CONTACT PROHIBITION** - All prospective Bidders are prohibited from indirectly or directly communicating with any member of the City of Arcadia, City Council, City Administrator, or City of Arcadia staff member other than the Authorized City Contact Person identified in this Solicitation, or their designated Purchasing staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the **FORMAL AWARD** for this project/contract. **FORMAL AWARD** is defined as the issuance of a NOTICE OF AWARD document or the issuance of a PURCHASE ORDER to the awarded bidder. Any such contact prior to the formal award shall be cause for rejection of your submittal.
- **PROHIBITION AGAINST GRATUITIES** - Bidder warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Bidder, or any agent or representative of Bidder, to any elected official, agent or employee of the City of Arcadia with a view toward securing ~~this Agreement~~the work or favorable treatment with respect to any determination concerning the performance of ~~this Agreement~~the work. In the event of breach of this warranty, City shall be entitled to pursue the same remedies including, but not limited to, termination, against Bidder as it would pursue in the event of Bidder's default. The City of Arcadia officials and employees are prohibited by law from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the City pursuant to the City of Arcadia's Purchasing Policy, Ethics Section, page 44.
- **CONFLICT OF INTEREST** - No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision.
- **SUBMITTAL PACKAGES FROM RELATED PARTIES OR MULTIPLE SUBMITTAL PACKAGES RECEIVED FROM ONE BIDDER** - Where two (2) or more related parties each submit a submittal package or multiple submittal packages are received from one (1) bidder, for any contract, such submittal package shall be judged non-responsive and rejected. Related parties mean bidders, or the principles thereof, which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principles thereof of one (1) bidder has a direct or indirect ownership interest in another bidder for the same contract.
- **SOLICITATION PACKAGE** - The Solicitation Package constitutes the complete set of documents, information, forms, terms and components. The Solicitation Package components are defined in this Solicitation Document. The Solicitation Package provided shall be used in preparing your Submittal Package. The City does not assume any responsibility for errors or misinterpretations resulting from the Bidder's lack of use of provided Solicitation information. City, in making the Solicitation Package available does so only for the purpose of obtaining responses and does not confer a license or grant for any other use.
- **INTERPRETATION OF SOLICITATION PACKAGE** - If there is any doubt as to the true meaning of the contents of this Solicitation Package, such inquiries, regarding items or areas of the Solicitation Package, shall be directed in WRITTEN FORM to the Purchasing Contact prior to the Deadline for Inquires date and time established in this document. Acceptable written form for inquiries are email, fax, or hard copy. Inquiries shall reference the due date and Solicitation (Bid) Number. Failure to comply with this condition shall result in the Bidder waiving his/her right to dispute the Solicitation Package, inclusive of addenda issued. Any change to this solicitation shall be made by a written addenda duly issued to each registered Bidder. Receipt of such addenda shall be so noted within your Submittal Package. It shall be the responsibility of the Bidder, prior to submitting their Submittal Package, to either: 1) Contact the Purchasing Department or 2) visit www.arcadia-fl.gov to determine if addenda have been issued.

• **TAXES**

- a) The City is a tax-exempt Florida municipality and is exempt from the payment of Federal and State taxes, including sales tax. Prices shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.
- b) The City of Arcadia, being Tax-Exempt from State of Florida Sales Tax, reserves the right to require Bidder to assign some or all of its or Sub-CONTRACTOR's bids and agreements with materials suppliers directly to the City. All transactions shall be in accordance with FL Statute 212.08(6) and FAC Rule 12A-1.094.

1) APPLICABLE LAWS - Bidders are advised all City Agreements and/or documentation pertinent to the Solicitation Package and Submittal Package are subject in full or in part to all legal requirements provided for in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq, Florida State Statutes shall prevail as the basis for contractual obligations between the Bidder and the City for any terms and conditions not specifically stated within the context of this Solicitation Package or resulting Agreement. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Desoto County, Florida, or the United States District Court for the Middle District of Florida, as applicable.

2) BIDDER'S RESPONSIBILITIES

- a) **BIDDER'S DUE DILIGENCE** - Bidders will make all surveys and investigations to familiarize themselves regarding the project site, service area, or commodity to be proposed. No plea of ignorance by the Bidder of conditions that exist as a result of failure to make inspections shall be acceptable. Prior to submitting a response, each Bidder shall (a) examine the Solicitation Package thoroughly; (b) consider federal, and state laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Solicitation Package. The Bidder is responsible for notifying the City's Purchasing Contact of all conflicts, errors, and discrepancies in the Solicitation Package in written form, which email and fax is acceptable format for delivery, and prior to the Deadline for Inquires established in the Solicitation Package. Failure to comply with this condition shall result in the Bidder waiving his/her right to dispute the Solicitation Package.
- b) Bidders are solely responsible for verifying their Submittal Package meets all requirements of the Solicitation Package as stated in this Solicitation Document, Submittal Package Format and Requirements section. The City will not be held responsible for Bidder's failure to submit any Submittal Package component incorrectly and/or as instructed in this Solicitation Document Submittal Package Format and Requirements section. No plea of ignorance will be accepted or considered by the City for the Bidder's failure to 1) verify the accuracy of their Submittal Package; 2) verify acceptance of the Submittal Package. The City will not be responsible for the Bidder's failure to submit a complete Submittal Package submitted in response to this Solicitation Package.

3) CONDITIONS OF ACCEPTANCE OF SUBMITTAL PACKAGE - No bid will be accepted from, nor will any agreement be awarded to, any person, who is: 1) in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City; or 2) who is deemed non-responsive; or 3) who is deemed non-responsive or unreliable by the City. As a part of the Solicitation evaluation process, City may conduct a background investigation. Bidder's submission of a Submittal Package constitutes acknowledgement of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

4) SUBMITTAL PACKAGE

- a) All submittal components submitted shall be fully executed and submitted as directed in this Solicitation Document, Submittal Package Format Requirements section. **SUBMITTAL PACKAGES NOT SUBMITTED AS DIRECTED BY THE SOLICITATION PACKAGE SHALL BE REJECTED.**
- b) **BINDING OFFER** - The submission of a Submittal Package will constitute an incontrovertible representation by Bidder that Bidder has read, understands and is in compliance with every requirement of this Solicitation Package, that without exception the Submittal Package is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Solicitation Package and terms and conditions provided. The Bidder through their Submittal Package certifies the Solicitation Package provided is sufficient in scope and detail to indicate understanding of all requirements stated. Bidder Submittal Package is submitted with full knowledge and understanding of the requirements and time constraints stated. **IMPORTANT NOTE: WHEN SUBMITTING YOUR RESPONSE DO NOT ATTACH ANY FORMS WHICH MAY CONTAIN THE BIDDER'S TERMS AND CONDITIONS. INCLUSION OF**

ADDITIONAL TERMS AND CONDITIONS SHALL RESULT IN YOUR RESPONSE BEING DECLARED NON-RESPONSIVE AND REJECTED, AS THESE CHANGES WILL BE CONSIDERED A COUNTEROFFER TO THE CITY'S SOLICITATION.

- c) **BIDDER'S CERTIFICATION** - Submitting a Submittal Package in response to this Solicitation Package, certifies the Bidder's Authorized Agent has read, understands and accepts responsibility for the contents of this Solicitation Package and Bidder's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package and as submitted in the Submittal Package.
- d) **TIMELY SUBMISSION** - Responsibility for submitting a Submittal to the City on or before the established due date and time is solely and strictly that of the Bidder. The City will not be responsible for any delay, for any reason whatsoever.
- e) **LATE SUBMITTAL PACKAGES** - Submittal Packages after the established due date and time shall not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the Submittal Package at their expense.
- f) **ACCEPTING SUBMITTAL PACKAGE** - The City Purchasing Department shall review all Submittal Packages to certify responsiveness and that all material elements of the Solicitation Package have been met by the bidder. The City shall reject all Submittal Packages that have been deemed non-responsive. Material elements are defined in the Special Conditions section of this Solicitation Document. For your Submittal Package to be accepted it shall be deemed responsive to all material elements of this Solicitation Package. All blank spaces must be completely annotated where and when requested.

5) CITY'S RESERVED RIGHTS

- a) The City reserves the right to 1) waive formalities in any solicitation, 2) reject any or all responses in whole or in part with or without cause; 3) reject any submittal package having the appearance of **unbalanced bidding in unit prices**; and/or 4) accept the bid that, in its judgment, will be in the best interest of the City. The City specifically reserves the right to reject any conditional response and will normally reject those, which make it impossible to determine the true amount of the response.
- b) The City reserves the right to split award as may be determined to be in the best interest of the City. This is not applicable to lump sum or "all or none" solicitations.
- c) The City reserves the right to compare prices of all submittal packages with contracts established by other entities or national cooperatives, which may result in the rejection of all submittal packages or make award based on this solicitation package whichever is deemed to be in the best interest of the City.

- 6) SUBMITTAL PACKAGE WITHDRAWAL** - All Submittal Packages received as a result of this Solicitation will remain open for a period of at least ninety (90) days after the established due date and time for submitting responses. No Bidder may withdraw their response after the Solicitation is opened. The City may, in their sole discretion, release any response prior to that date.

7) MISTAKES IN SUBMITTAL PACKAGE

- a) Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.
- b) All corrections, which are prior to the established due date and time, to hard copy submittal packages shall be initialed by the bidder. Failure to initial may cause the submittal package to be rejected in its entirety.
- c) **MISTAKES WHERE INTENDED CORRECT BID IS NOT EVIDENT.** If within twenty four (24) hours after submittal packages are opened, any bidder files a duly signed written notice with the City, through the Purchasing Department, and within five (5) calendar days thereafter demonstrates to the satisfaction of the City, by clear and convincing evidence, that there was a material and substantial clerical mistake in the preparation of the submittal package or that the mistake is clearly evident in the solicitation package but the intended correct submittal package is not similarly evident, then the Purchasing Department will reject their submittal package response. Thereafter, the bidder will be disqualified from further bidding on the subject contract.
- d) **MISTAKES WHERE INTENDED CORRECT RESPONSE IS EVIDENT.** If the mistake and the intended correct bid are clearly evident in the submittal package, the response shall be corrected to the intended correct response. Examples of mistakes that may be clearly evident in the submittal package are errors in extension of unit prices and arithmetic errors. **Mistakes in unit prices shall not be corrected.**
- e) Unit prices shall prevail in the event of an error in the Bidder's submittal package.

- f) **MINOR INFORMALITIES.** Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other bidders.
- i) Material substance is defined as any portion of a bidder's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, specifications, or contractual conditions and shall not be considered a minor informality.
- 8) BID SCHEDULE/LINE ITEMS/SCHEDULE OF VALUES** - Submission of a Submittal package certifies that the Bidder submitted Line Items generated from the forms provided by the City. If any errors have been made by the Bidder in preparing the bid schedule, the Bidder hereby consents that such errors will be applied by the City in the manner most beneficial to the City. **Bidders adding line items to the bid schedule shall be deemed non-responsive and rejected.**
- 9) PROPRIETARY INFORMATION** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware the bidder's submittal packages are in the public domain. However, the bidders are required to **identify specifically** any information contained in their submittal package, which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **and specifically cite the applicable exempting law.**
- All submittal packages received from bidders in response to this solicitation will become the property of the City and will not be returned to the bidder. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 10) SOLICITATION PACKAGE PROTESTS**
- a) **WRITTEN NOTICE OF PROTEST.** Any person or Bidder who is adversely affected by the City's Solicitation Package's contents shall file a written notice of protest with the Purchasing Contact within 72 hours after the posting and release of the Solicitation Package by the City. Saturdays, Sundays, and City holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
- b) **FORMAL WRITTEN PROTEST.** The formal written protest shall be filed within 5 business days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and laws upon which the protest is based.
- c) **WAIVER OF RIGHTS.** Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of the vendor's rights to protest the Solicitation Package.
- 11) QUESTIONS AND CLARIFICATION PERIOD**
- a) Bidders shall address all questions and request clarification for a Solicitation Package to the Purchasing Agent. Questions shall be submitted via email, fax or hard copy and shall be received by the question and clarification deadline stated on page 1 in the Solicitation Document. All answers to questions submitted shall be published and answered in a manner that all vendors will be able to view.
- b) **WAIVER OF RIGHTS.** Failure to post a question or request for clarification by the established date and time shall constitute a waiver of the Bidder's rights to protest the Solicitation Package, inclusive of addenda.

**SPECIAL CONDITIONS
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

1) SPECIAL CONDITIONS

The following **SPECIAL CONDITIONS**, that may vary from the **General Conditions**, shall have precedence.

2) PUBLIC RECORDS APPLICABLE TO THE SOLICITATION PROCESS

FSS 119.071(1)(b) General exemptions from inspection or copying public records. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after opening, whichever is earlier. If an agency rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the agency concurrently provides notice of its intent to reissue the invitation to bid or request for proposals, the rejected bids or proposals remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) concerning the reissued invitation to bid or request for proposals or until the agency withdraws the reissued invitation to bid or request for proposals. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2011, unless reviewed and saved from repeal through reenactment by the Legislature. The City shall disclose information in accordance with the applicable public records law.

Please do not include a financial statement for your company UNLESS the Solicitation Document specifically names this document as a required submittal package component.

3) EQUAL EMPLOYMENT OPPORTUNITY: City of Arcadia, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. All bidders are hereby notified that the successful bidder (CONTRACTOR) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, CONTRACTOR agrees that:

- a) No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- b) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- c) CONTRACTOR will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- d) City may require CONTRACTOR to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to CONTRACTOR's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that City shall have the right to terminate the Agreement upon receipt of evidence of discrimination.

4) PUBLIC ENTITY CRIMES (SEALED SOLICITATIONS) – FL STATUTE 287.134(3)(a) - Florida Statutes, requires: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as contractor, supplier Subcontractor, or contractor under a

contract with any public entity, and may not transact business with any public entity. Bidders by responding to this solicitation certify they are in full compliance with this statute.

5) **AWARD OF SOLICITATION** - Award shall be given to the most qualified, responsive and responsible Bidder who fulfills all requirements, criteria of specifications with consideration to favorable references and whose evaluation by City indicates that the award will be in the best interest of the City. Bidders are responsible for total compliance with all other pertinent factors relating to this solicitation document.

6) **ITEMS TO BE SUBMITTED WITH BID:**

1. Price Proposal
2. Equipment Listing
3. Qualifications Statement
4. Experience & References
5. Drug Free Workplace
6. Public Entity Crimes Statement
7. Non-Collusion Statement
8. Conflict of Interest Statement
9. Respondent Certification
- ~~10. Agreement for Contractor Services~~

7) **INSURANCE REQUIREMENTS:**

	<u>Minimum Coverage</u>
Property Damage:	\$100,000
General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000 combined
Other: Workman's Compensation	Statutory Limit

**SCOPE OF SERVICES
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

1) SCOPE OF SERVICES

The City of Arcadia is soliciting proposals for professional turf management of the City of Arcadia's municipal golf course as follows:

APPLICATION OF CHEMICALS:

Year-round application of chemicals, fertilizers, fungicides, herbicides, wetting agents and insecticides to all 18 Greens and practice putting Green.

Other separate prices will include ant & mole cricket, fertilizing 70 acres with a granular fertilizer, treating golf course for weeds, aerification and core harvesting of greens. This will be done as needed throughout the Golf Course. Expectations are to have healthy putting surfaces on the eighteen Greens and contain weeds on the fairways.

Also included is twice a month consulting with the Director of Golf about cutting heights on the different mowers and any other advice which is beneficial to the Golf Course.

Supervision and personnel shall be competent for the particular type of work. The Contractor shall be fully responsible for the performance of his organization and completion of all work as set forth in these specifications, and as directed by the City of Arcadia. The Contractor shall furnish with his bid a list of the equipment and personnel he plans to use.

The Contractor will be responsible for all necessary licenses and permits required by any agency in carrying out the Contractor's services.

All financial records pertaining to the maintenance of the Golf Course by the Contractor are subject to audit, upon request of the City and by the City's outside auditing firm, City Auditor, his designee, or other authorized representative of the City. Further, the City reserves the right to obtain annual financial statements from the Contractor throughout the term of the contract.

Proposals should be based on a two (2) year term beginning _____ and ending _____. The maintenance services agreement will include an option, exercisable by the City, to extend for term for a period of an additional _____ years. Proposals should include prices for a two year term. Use Submittal _____.

EQUIPMENT

All Contractor owned equipment shall be approved by the City before it is placed in service. Safety devices to prevent flying debris shall be installed and maintained.

If the City determines that equipment is deficient, the Contractor shall be notified immediately. The Contractor shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the City.

Inspection and approval of the Contractor's equipment by the City shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

Equipment which damages property in any way shall not be used and will be removed from the job site immediately until it can be demonstrated that the unit will not continue to cause damages.

The equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of cuttings at all times.

The Contractor shall provide and maintain adequate approved warning devices on all mowing and auxiliary equipment.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

If, in the opinion of the City, the Contractor has insufficient or improper equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional proper equipment as directed by the City.

**MINIMUM QUALIFICATION AND CONTRACT REQUIREMENTS
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

1) OBJECTIVE

The City desires to contract with a qualified and experienced firm to provide on-going golf course turf maintenance at the City of Arcadia's Municipal Golf Course

2) BACKGROUND

DISABILITY. The City does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the City's functions, including one's access to participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act or Section 286.26 of the Florida Statutes should contact Penny Delaney, City ADA Coordinator, at 863.494.4114 ext. 301, or by email at pdelaney@arcadia-fl.gov. Request for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

3) MINIMUM QUALIFICATION REQUIREMENTS

- a. The CONTRACTOR must have the specified requisite background and experience in the professional turf maintenance of golf courses as per these specifications. The CONTRACTOR shall provide, as part of its proposal, a list of all contracts pursuant to which it has provided professional golf course turf maintenance services within the previous 5 years. Contracts/experience in the lease or contract management of golf courses, where such contracts include the provision of professional golf course maintenance services, will be considered as fulfilling the experience requirements. Contracts for capital improvements or repairs on golf courses will not be considered as fulfilling the experience requirements. The list shall include: golf course names, dates for which the contracts were held, addresses and contact phone numbers of persons to whom the CONTRACTOR reported. The City may contact some or all of the persons identified on the list to discuss the CONTRACTOR's experience, qualifications and performance record. Use "Experience & References" (pages 23-24). Attach additional sheets as necessary.
- b. The CONTRACTOR must have a minimum of ten years of experience in the successful execution of maintenance contracts at regulation length 18-hole golf courses. The CONTRACTOR must have a minimum of 5 references with golf courses. List references and contract information on "Experience & References" (pages 23-24).
- c. List a minimum of three professional golf or turf industry references, including company names, contact names, addresses, and telephone numbers. Use "Qualifications Statement" (pages 21-23). Attach additional sheets as necessary.

Bidder shall meet all minimum requirements stated and shall provide copies and/or written documentation to substantiate meeting the requirements.

4) CONTRACT AWARD REQUIREMENTS

- a) Bidder shall be required to submit the following within ten (10) business days of issuing the notice of award:
 - i) Signed FINAL Agreement.
 - ii) Certificate of Authority issued by the State of Florida if CONTRACTOR's business is not located in Florida.
 - iii) Certificate of Insurance for Bidder.

**SUBMITTAL PACKAGE FORMAT REQUIREMENTS
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

1) PURPOSE

The purpose of this section of the Solicitation Document is to identify the requirements for Bidders to submit a **complete, responsive AND correct** Submittal Package, which shall cover:

- A. Submittal Format allowed for Submittal Packages.
- B. Advise Bidders of the City's determination of which submittal components are deemed material or non-material to the Bidder's Submittal Package.
- C. Advise Bidders of the results if the Bidder omits or submits incorrect/incomplete Submittal Packages. Components deemed by the City to be material elements and are found to have a material defect in the Bidder's Submittal Packages shall result in the **REJECTION** of the Bidder's Submittal Package in its entirety and will not be considered for evaluation.

2) SUBMITTAL PACKAGE REQUIREMENTS

A. SUBMITTAL PACKAGE COMPONENTS

1) SUMMARY OF FIRM'S QUALIFICATION

- i. State whether your organization is national, state of Florida or local.
- ii. Identify the number of years in business along with a brief historical summary of the firm.
- iii. Demonstration of meeting the minimum qualification requirements for experience. A minimum of three (3) references shall be provided. Information shall include: brief description of related work, entity, contact person, email and phone number.
- iv. Disclosure of any and all claims made against the bidder or individual, previous or current, for Errors and Omission related to governmental ADA projects over the last 10 years.

2) PROPOSED KEY STAFF FOR PERFORMING SERVICES

- i. Organizational Chart identifying key staff and their position.

3) TECHNICAL PROPOSAL AND PROPOSED PRICE

- i. Bidder shall complete the **City of Arcadia Bid Form** detailing the proposed scope of work for all tasks and elements proposed **Price Proposal** setting out the price for the work, as described in the Scope of Services. This form will also include a detailed price proposal with a breakdown by proposed scope of services. Price proposed shall be net of all labor, equipment, materials, indirect/direct expenses and incidentals required to complete the project perform the work described in the Scope of Services.
- ii. Bidder shall complete the City of Arcadia Equipment Listing

B. METHODS FOR SUBMITTING A SUBMITTAL PACKAGE

1) Hard copy response

- ~~i. Complete the Bidder's Response form, located within this Solicitation Document.~~
- ii. Submit the completed Bidder's Response form and **all** required submittal package components; stated in the below Submittal Package Requirements table Section 6 of the Special Conditions to this Solicitation R2016-01, in a sealed envelope.
- iii. **Number of Submittal Package Copies:** Bidder shall submit four (4) complete sets to include:

1. **One UNBOUND original with all supporting documentation** submitted as follows: 1) Letter size preferred, Maximum size – legal; 2) **20#** paper; 3) single sided; 4) no tabs or separators. The original shall include **ALL ORIGINALLY SIGNED documents**.
2. Three complete copies of the Submittal Package

iv.iii. **SUBMIT HARDCOPY DOCUMENTS TO:**

**City of Arcadia
Purchasing Department
23 North Polk Avenue
Arcadia, Florida 34266**

FAILURE TO SUBMIT WITHIN THE TIMEFRAME SHALL RESULT IN THE REJECTION OF THE BIDDER'S SUBMITTAL PACKAGE IN ITS ENTIRETY. THE CITY OF ARCADIA IS NOT RESPONSIBLE FOR NOTIFYING BIDDERS OF OMITTED SUBMITTAL PACKAGE COMPONENTS.

**EVALUATION PROCESS
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

1) SUBMITTAL PACKAGE QUALIFICATION PROCESS

- a) Purchasing Staff will review and verify all Submittal Packages for:
 - i) Compliance with the Solicitation Document, Submittal Package Requirements Section; and
 - ii) Compliance with the Solicitation Package Requirements, which shall include verification that the Bidders meet all stated Minimum Qualification Requirements.
- b) If necessary, the City may conduct discussions with Bidders to further clarify the Bidder's response as may be necessary.
- c) If the City is unable to determine the true price proposed in any Submittal Package, the Bidder's response shall be deemed non-responsive and thereby rejected.
- d) The ~~apparent low~~top-ranked bidder shall not be construed as the awarded bidder until the ~~apparent low~~top-ranked bidder's Submittal Package is deemed responsive and the appropriate level of award authority approves City staff's recommendation for award.

2) REFERENCES

- a) As applicable, Purchasing will process References for all submittal packages verified to be in compliance with the Submittal Package and Solicitation Package requirements.
- b) In the event the Bidder has performed work for the City of Arcadia, the City's experience shall be considered when evaluating references for determining a responsible Bidder. The City reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc) for determining a responsible Bidder.

3) EVALUATION PROCESS

- e) Purchasing will present to the Evaluation and Selection Committee (ESC) the results of the pre-qualification efforts performed and the responses.
- f) The ESC will evaluate pre-qualified Submittal Packages based on, but shall not be limited to, the criteria indicated below. Evaluation shall be based on the ESC's ability to identify and ascertain the Bidder's qualifications applicable to the scope and nature of the services specified in this request. The evaluation criterion indicates the weights, which will be utilized by the City in the evaluation of the proposals.

Evaluation Criteria	Weight
Bidder Qualifications	15
Experience and References	15
Key Staff Qualifications	10
Technical Proposal – Detailed Scope of Work	15
Technical Proposal – Detailed Project Schedule & commitment for delivery to City by June 1, 2016	15
Proposed Prices	30

Discussions may be conducted with the Bidders to further clarify the City's requirements and the Bidder's proposals.

The ESC shall prepare a "shortlist" of highest ranked Bidders based on the written response evaluation.

The City shall request and negotiate, from either a short list of qualified Bidder or the top ranked Bidder, a "Best and Final" offer.

Presentations - After reviewing submissions, the City may request presentations with either the short listed or top ranked Bidder(s) to further clarify the City's requirements, the Bidder's response and/or requested more detailed information. Therefore, the Bidder shall have officials of the appropriate management level present and

representing the firm, if a presentation is scheduled by the City. All costs associated with the presentation shall be borne by the Bidder.

Presentations may include, but not be limited to, a presentation from the Bidder and questions from City. City will make an effort to provide questions to be addressed in these sessions to the respective Bidders prior to the session. Bidders shall address all questions provided in their presentation and made available in handouts and on digital format. Costs incurred by a Bidder to make this presentation will not be reimbursed by City. City will make an effort to provide at least three (3) days notice to respective Respondents prior to their scheduled presentation date.

The ESC will evaluate and score all presentations based on criteria determined by the ESC prior to the presentation date.

**PRICE PROPOSAL
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

CONTRACTOR hereby proposes to provide professional golf course turf maintenance to City of Arcadia Municipal Golf Course pursuant to the terms and conditions outlined in this RFP.

1. Base Price

The CONTRACTOR proposes to provide professional golf course turf maintenance to City of Arcadia for a rate of:

\$ _____ Year ONE

\$ _____ Year TWO

\$ _____ TOTAL

Optional additional years three through four priced annually as a percentage increase from the previous year. Extension of the contract for years three and/or four will be at the option of City of Arcadia.

_____ % Year THREE

_____ % Year FOUR

NAME OF BIDDER: _____ **SIGNATURE:** _____ **DATE:** _____

**PROPOSER'S CHECKLIST
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

Proposals will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with Proposal.

- _____ Completely Executed Solicitation Package (original and three (3) copies)
- _____ Price Proposal
- _____ Equipment Listing
- _____ Qualifications Statement Form
- _____ Experience & References
- _____ Drug Free Workplace Form
- _____ Public Entity Crimes Form
- _____ Non-Collusion Affidavit
- _____ Conflict of Interest Statement
- _____ Respondent Certification

**STATEMENT OF NO PROPOSAL/SUBMITTAL
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

**City of Arcadia Purchasing Department
23 North Polk Avenue
Arcadia, Florida 34266**

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately or fax to 863-494-4712

We the undersigned, have declined to submit a Proposal on the requested service: **RFP NO. R2016-01**

Insufficient time to respond to the Request for Proposals.

We do not offer this service.

Our schedule would not permit us to perform.

Unable to meet bond/insurance requirements.

Unable to meet specifications.

Specifications are unclear (explain below).

Remove us from your vendors' list for this service.

Other (specify below).

Remarks: _____

Company name: _____

Signature: _____

Address: _____

Telephone: _____

Email Address: _____ Date: _____

**QUALIFICATIONS STATEMENT
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **23 NORTH POLK AVENUE**
ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY: _____ Corporation
NAME: _____ Partnership
ADDRESS: _____ Individual
PRINCIPAL OFFICE: _____ Joint Venture
_____ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is:

The address of the principal place of business is: _____

2. If the Bidder is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer: _____
- g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? _____

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?

Yes _____ No _____

9. Did you attend the Pre-Proposal Conference? N/A

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
			Email
			Telephone
			Email
			Telephone

			Email
			Telephone

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the services:

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE

State of Florida

County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and (Name(s) of individual(s) who appeared before Notary) whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

_____ Produced identification:

_____ DID take the oath, or

_____ DID NOT take the oath.

**EXPERIENCE & REFERENCES
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

Contract 1:

Golf Course Name	
Address	
Dates Contract Held	
Phone Number	
Contact Person	
No. of Holes, Yardage, Par	
Other Information	

Contract 2:

Golf Course Name	
Address	
Dates Contract Held	
Phone Number	
Contact Person	
No. of Holes, Yardage, Par	
Other Information	

Contract 3:

Golf Course Name	
Address	
Dates Contract Held	
Phone Number	
Contact Person	
No. of Holes, Yardage, Par	
Other Information	

Contract 4:

Golf Course Name	
Address	
Dates Contract Held	
Phone Number	
Contact Person	
No. of Holes, Yardage, Par	
Other Information	

Contract 5:

Golf Course Name	
Address	
Dates Contract Held	
Phone Number	
Contact Person	
No. of Holes, Yardage, Par	
Other Information	

Reproduce this page as needed to list ALL contracts held in the past 5 years. If contract has been terminated, list reason for termination under other information.

**DRUG-FREE WORKPLACE CERTIFICATION
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the bid/proposal submission date, the bidder/proposer is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the businesses policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposed a sanction on, or required 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. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED

I certify that I/we have established a drug-free workplace Program meeting the foregoing minimum requirements.

_____ [Printed, typed name] _____ [Signature]

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

_____ [Signature of Notary Public] _____ [Printed, typed or stamped name of Notary Public]
_____ [Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to bid/proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

_____ [Signature] _____ [Date]

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

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

1. This sworn statement is submitted to City of Arcadia, Florida, a Municipal Corporation, 23 N. Polk Ave., Arcadia, FL 34266 by _____

[print individual's name and title]

for _____ whose business

[print name of entity submitting sworn statement]

address is _____

_____ and (if applicable) it's Federal Identification Number

(FEIN) is _____ (If the entity has no FEIN, include the Social Security

Number of the individual signing this sworn statement _____)

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

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

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any 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 Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

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

R2016-01

[signature]

[Reference: Bid Number]

Sworn to and subscribed before me this ___ day of _____, 20___. Personally known _____ or Produced _____ as identification.

[Type of identification]

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

**NON-COLLUSION AFFIDAVIT
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Arcadia officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Arcadia officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Arcadia Purchasing Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT
STATE OF FLORIDA, COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,
_____, who after being duly sworn, deposed and said that he is the fully authorized
_____ of _____
(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, _____. NOTARY PUBLIC

AFFIANT

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF _____ IN THE COUNTY OF _____
_____being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this ____ day of _____, _____ NOTARY PUBLIC in and for the State of _____

Signature _____

Seal

**CONFLICT OF INTEREST FORM
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PER AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

**RESPONDENT'S CERTIFICATION
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

I have carefully examined the Request for Proposals.

I hereby propose to furnish the services specified in the Request for Proposals. I agree that my submittal will remain firm for a period of at least ~~9~~20 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the Agreement.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the City of Arcadia or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS: _____

CITY: _____

STATE, ZIP CODE: _____

(____) _____
TELEPHONE NUMBER

EMAIL ADDRESS

**EXAMPLE AGREEMENT FOR CONTRACTOR SERVICES
CITY OF ARCADIA
GOLF COURSE TURF MANAGEMENT
SOLICITATION #R2016-01**

This Agreement made as of this ___ day of, _____, **2015** by and between the **City of Arcadia**, Florida - (the "CITY"), and _____, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is _____, PH: _____ Fax: _____ E-Mail: _____.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - WORK

CONTRACTOR, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary to perform the specific golf course maintenance services described in Exhibit "A", attached hereto and incorporate herein (herein collectively called the "Work") all in accordance with the conditions and prices stated in this contract and Request for Proposal RFP #R2016-01, Special Instructions and Conditions, General Instructions and Conditions, Minimum Technical Specifications, and Bid Form, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents"). Services of the CONTRACTOR shall be under the general direction of the CITY ADMINISTRATOR, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

ARTICLE 2 – COMMENCEMENT DATE AND TERM

CONTRACTOR hereby agrees to commence Work under this contract within thirty (30) days from the full execution of this contract. This contract is for a two (2) year term beginning _____ 1, 2016 and ending _____ 31, 2018 and may be extended for two (2) additional one (1) year terms at the option of the CITY. The Base Price for the first additional one (1) year term shall increase from the Base Price of the previous twelve (12) months by _____ percent (_ %). The Base Price for the second additional one (1) year term shall increase from the Base Price of the first additional one (1) year term by _____ percent (_ %).

In the event an extension of term is exercised, or in that circumstance whereby the rate of compensation is adjusted, or where any other provision or condition as stipulated herein is changed or altered in any manner, then such extension or change of provision or condition shall be memorialized by an addendum, hereto executed by both parties.

ARTICLE 3 – WORKMANSHIP

CONTRACTOR shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, in accordance with the provisions of this contract, including any specifications provided to Contractor.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly, based on the unit prices per cut as indicated on bid forms.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 5 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 30 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 9 – INSURANCE & BONDS

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$1,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date.

The general liability insurance policy shall afford minimum protection of \$1,000,000 per occurrence / \$2,000,000 aggregate.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$1,000,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverage as required by Florida Statute.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Arcadia, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

- C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Council or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

ARTICLE 10 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

ARTICLE 11 - CORRECTION OF WORK

CONTRACTOR shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents. CONTRACTOR shall bear all costs of correcting such defective Work. If, within one year after the date of final completion or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall correct it promptly after request from CITY to do so.

ARTICLE 12 – DAMAGE TO PROPERTY

CONTRACTOR agrees that all CITY or third party owned property that is damaged by CONTRACTOR's personnel or equipment shall be promptly repaired or replaced, at CONTRACTOR's expense.

ARTICLE 13 – CONTRACTOR INDEMNIFICATION AND HOLD HARMLESS

Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. CONTRACTOR shall, in addition to any other obligation to indemnify CITY and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the CITY, its elected officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the CITY, its elected officials, employees, agents or volunteers.

Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by the CITY to enforce this agreement shall be borne by the CONTRACTOR. This indemnification shall also cover all claims brought against the CITY, its elected officials, employees, agents or volunteers by any employee of CONTRACTOR, subcontractor, or anyone directly or indirectly employed by any of them. The CONTRACTOR's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the CONTRACTOR's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

ARTICLE 14 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 17 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 18 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 19 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 20 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 21 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY ADMINISTRATOR shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 23 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 24 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- Equipment Listing
- Qualifications Statement
- Experience & References
- Drug Free Workplace
- Public Entity Crimes Statement
- Non-Collusion Statement
- Conflict of Interest Statement
- Respondent Certification

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail. There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 25 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Desoto County and the City of Arcadia will apply to consideration and award of any bid/proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Desoto County, Florida, or the United States District Court for the Middle District of Florida, as applicable.

ARTICLE 26 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Arcadia
23 N. Polk Ave.
Arcadia, FL 34266
Attention: Purchasing Department
Phone: (863) 494-4114 Fax: (863) 494-4712 Email: aahorkey@arcadia-fl.gov

With a copy to: City Attorney
c/o Swaine and Harris
425 S. Commerce Ave.
Sebring, FL 33870

and if sent to the CONTRACTOR shall be mailed to:

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF ARCADIA, FLORIDA

Attest: _____
Penny Delaney, City Clerk

By: _____
Susan Coker, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor: _____

Witness _____
Name (Print)

_____ Business Name

_____ Signature

By: _____
Signature

Witness _____
Name (Print)

_____ Print Name and Title

_____ Signature

APPROVED AS TO LEGAL FORM FOR THE RELIANCE
OF THE CITY OF ARCADIA ONLY:

THOMAS J WOHL, CITY ATTORNEY

**RFP #2016-01 GOLF COURSE TURF MAINTENANCE
SOLICITATION TABULATION**

**SEALED SOLICITATION TABULATION
 SOLICITATION #R2016-01/GOLF COURSE TURF MANAGEMENT
 DATE OF OPENING: FEBRUARY 15, 2016 AT 2:00 PM**

OPENED BY: Penny Delaney

WITNESSED BY: Amanda Albritton-Horkey

The City Clerk will conduct pre-qualification efforts to verify Bidder is responsive to the submittal package requirements. Those pre-qualified submittal package will be distributed to the evaluation parties for review and scoring. The City Clerk will post a tabulation based on the opening. It is the bidder's responsibility to submit all missing submittal components deemed NOT MATERIAL within ___ City business days or as directed by the City. Deadline for submitting missing components deemed NOT MATERIAL is: ___ at ___ unless otherwise directed by the City. The City is NOT required to advise bidders of missing submittal package components.

BIDDER NAME	ATTENDEE	RESPONSE RECEIVED: YES/NO
Lamar Field Maintenance, Inc.	JASON LAMAR	YES

Other Attendees: _____

All documentation and pricing received in response to this solicitation is exempt from Public Records, F.S. 119-071(1)(b). Submittal packages and information are exempt from public records until such time as a recommendation of award (Intended Decision) is made or until 30 days after the due date and time, whichever is earlier

SUBMITTAL PACKAGES OPENED BY: *Penny Delaney* OPENING WITNESS: *Amanda Albritton-Horkey*

RFP #2016-01 GOLF COURSE TURF MAINTENANCE

REFERENCE VERIFICATIONS

**CITY OF ARCADIA
RFP: R2016-01 GOLF COURSE TURF MAINTENANCE
REFERENCE VERIFICATIONS**

DATE VERIFIED: FEBRUARY 18, 2016

BY: AMANDA ALBRITTON-HORKEY, PURCHASING DEPARTMENT

CONTRACTOR: LAMAN FIELD MAINTENANCE, LLC

Ratings: 5=Exceptional; 4= Good; 3=Acceptable; 2=Poor; 1=Not Acceptable

REFERENCE NAME / COMPANY:	Mark Hopkins City of Sebring Municipal Golf Course	Richard Kirkland Southeast Turf Partners	Bob Nuvine Arcadia Village	Gene Oldeburg Shell Creek Golf Club
Reference Question:				
Level of commitment of the consultant to your project.	5	5	5	5
Competence/ accessibility of project supervision.	5	5	5	4
Responsiveness of consultant to inform you of issues.	4	5	5	5
Success of maintaining project timeline.	5	5	5	4
Success of completing project within contract price.	5	5	5	5
agencies.	4	5	5	5
Cooperation of working with Owner personnel.	5	5	5	5
project.	5	5	5	5
			<i>(Currently In Contract</i>	<i>(Currently In Contract</i>
			<i>w/Laman Field Maint.)</i>	<i>w/Laman Field Maint.)</i>
TOTAL POINTS	38	40	40	38
Would You Award Contract Again?	Yes	Yes	Yes	Yes
COMMENTS FROM REFERENCES:	The City of Sebring Municipal Golf Cours has used this firm three or four times, they have always done a great job	This firm is very thorough, long time in industry; very knowledgable; not wasteful	This firm has really made a difference to our course. He has made our greens one of the best in the community.	This firm has a lot of personal input and is very involved to help maintain costs.