



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

**TUESDAY, AUGUST 18, 2015  
6:00 P.M.**

**INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL**

**CONSENT AGENDA**

1. City Council Minutes for August 4, 2014 (Penny Delaney – City Clerk)
2. City of Arcadia Municipal Airport July Report (Terry Stewart – City Administrator)

**ACTION ITEMS**

3. Hazen and Sawyer Contract Extension (Terry Stewart – City Administrator)
4. Commercial Lease Agreement and Project Development Contract for Friends of Arcadia Airport, Inc. (T.J. Wohl – City Attorney)
5. Budget Transfer Contingency to Airport (Beth Carsten – Finance Director)
6. Council Approval of the SCOP Grant Application (Terry Stewart – City Administrator)

**COMMENTS FROM DEPARTMENTS**

7. City Marshal
8. City Attorney
9. Finance Director
10. 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: August 18, 2015

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DEPARTMENT: Administration

SUBJECT: Minutes from August 4, 2015

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RECOMMENDED MOTION: Approval of August 4, 2015 Meeting Minutes as presented.

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SUMMARY:

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

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

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Department Head: Penny Delaney

Date: 08/07/15

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator:

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Date:

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

**AGENDA MINUTES  
CITY COUNCIL  
CITY OF ARCADIA  
TUESDAY, AUGUST 4, 2015  
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**

Captain Josue Prieto of the Salvation Army gave the invocation which was followed by the pledge of allegiance. The Mayor called the meeting to order at approximately 6:00 p.m. and the following members and staff were present:

**Arcadia City Council**

Mayor Judy Wertz-Strickland  
Deputy Mayor Alice Frierson  
Councilmember Joseph E. Fink

Councilmember Susan Coker  
Councilmember S. Delshay Turner

**Arcadia City Staff**

City Administrator Terry Stewart  
City Attorney TJ Wohl  
Finance Director Beth Carsten

City Clerk Penny Delaney  
Lieutenant Kevin Joens

**CONSENT AGENDA**

- Agenda Item 1 – City Council Minutes for July 21, 2015**
- Agenda Item 2 – Special Event Permit - Arcadia Heritage Festival**
- Agenda Item 3 – Special Event Permit - Tailgate Party with the Dogs**
- Agenda Item 4 – Special Event Permit - Downtown Clean-Up**
- Agenda Item 5 – Special Event Permit – Downtown Farmer’s Market**

Deputy Mayor Frierson made a motion to accept the consent agenda as presented and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

**ACTION ITEMS**

**Agenda Item 6 – Request Regarding Certificate of Appropriateness at 33 Winifred Street**

City Administrator Stewart advised that Lester Hornbake, Jr. was requesting permission to build a house at 33 Winifred Street. He advised the property lies within the historic district and the Historic Preservation Commission had approved the application and his recommendation was for City Council to also approve the application. Deputy Mayor Frierson made a motion to approve the application and Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

### **Agenda Item 7 – Recommendation Regarding Salvation Army Use of Old Police Department**

City Administrator Stewart advised that the Salvation Army had requested use of the old Police Department building for the purpose of providing services to DeSoto County and Arcadia residents. He stated that City Council had previously asked for a report on the properties that the City owns before this matter would be considered. Mr. Stewart pointed out that the report had been completed and a document of his review of the matter had been sent to City Council on July 24, 2015. City Administrator Stewart advised that there were only two (2) properties that could be considered and one was leased out to the school board and the other property was the property in question. Mr. Stewart further stated that if City Council should decide to provide the opportunity to the Salvation Army, he recommended that any agreement be limited to a year-to-year basis. In addition, he cautioned City Council regarding the \$150.00 per month towards the overhead of the building. The City Attorney advised that he believed the offer was to pay all utilities, water, electric, plus \$150.00. The City Administrator advised he did not get that understanding from it and stated if he was incorrect, he apologized. He stated the phrase of “overhead” threw him off.

Deputy Mayor Frierson asked if a year-to-year lease was satisfactory with the Salvation Army. Lew Ambler of 720 W. Imogene, Arcadia, Florida, a volunteer with the Salvation Army and a member of the district advisory board stated that a one (1) year lease was okay with them. Deputy Mayor Frierson advised that the office had been vacant for a length of time and the maintenance on the air conditioning should be addressed. Mr. Ambler asked if they could come to an agreement subject to the mechanicals working, and if they do not work, it would be revisited. Councilmember Fink made a motion to go into a one-year lease agreement with the Salvation Army to take the building over contingent on looking over the air conditioning units and seeing how they run. City Administrator Stewart stated that if it was the decision of the City Council to do this, then he respectfully requested that they turn it over to the City Attorney and himself to work with the Salvation Army to put together an agreement that would be brought back before City Council for final approval. Councilmember Fink stated the request was added to the motion. Deputy Mayor Frierson seconded the motion for discussion. She stated that she felt the air conditioning units should be inspected. City Administrator Stewart advised that the City would undertake the inspection. Councilmember Coker expressed her concerns due to it being their only available office building, parking issues, and the possibility of setting a precedent. Councilmember Fink expressed his concern regarding the deterioration of buildings sitting empty and stated he would like to see them utilized. Deputy Mayor Frierson stated that she knew of no one interested in using the building other than the Salvation Army and she

advised that there is parking in the back of the building and she then called for question on the motion.

Marcia Brown, a city resident and a previous Salvation Army volunteer, expressed her support for the Salvation Army using the old Police Department building. Lucille Brown, a City business owner and non-city resident, expressed her concern regarding the safety of tourists, her customers, her own safety, parking concerns and how often would they have give-aways should the request be granted. She suggested a more in-depth investigation into the issue before a decision was made. Captain Josue Prieto stated that the Salvation Army had no intentions of the space becoming a soup kitchen or shelter and that such was out of their budget. He advised they would be open three (3) days a week, 9:00 a.m. to 4:00 or 5:00 p.m. and would offer intensive help for individual families. Corps Sergeant Major Carlos Osorio advised that the Salvation Army was not speaking of homeless people, but children and families that could be other's neighbors.

Councilmember Fink referenced the original letter from the Salvation Army and advised that it states exactly what the gentleman had suggested, numbers one (1) through five (5) and he asked to amend the motion slightly to note those five items as being the only thing they would be doing in that area to our negotiators on this lease, the attorney and the City Administrator. Deputy Mayor Frierson seconded the motion. No discussion followed and it was 4/1 approved with Councilmember Coker casting the dissenting vote.

### **Agenda Item 8 – Tentative Millage Rate**

City Administrator Stewart advised that it was staff's goal to provide a budget to City Council by the end of the week. He then explained that what they were looking at during this meeting was the tentative millage and stated that whatever was decided at this meeting, the millage rate could be made lower later, but not increased. Mr. Stewart recommended a millage rate that met the roll back and he explained what a roll back rate meant. He advised that the roll back rate would increase to 8.9586 and the current millage rate was 8.8195. He explained that even though it was an increase in the millage, it was not an increase in taxes. He stated the taxable value of a person's property and the millage rate determines the taxes that person will pay. No discussion followed and it was approved 4/1 with Councilmember Fink casting the dissenting vote. Finance Director Carsten addressed City Council regarding the first public hearing to adopt the tentative millage rate and possible dates for such. City Administrator Stewart recommended those special meetings to be the only item on the agenda. After some discussion, Councilmember Fink made a motion to have the first reading of the budget hearing for adoption on September 14, 2015 at 6:00 p.m. and the second reading and final reading on September 24, 2015 at 6:00 p.m. and Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Ms. Carsten then provided possible dates for the workshops. After further discussion, Councilmember Fink made a motion that the workshop meetings be held on August 17, 2015 at 5:00 p.m. and August 24, 2015 at 5:00 p.m. and Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Deputy Mayor Frierson then made a motion to approve the tentative millage at the recommended roll back rate and Councilmember Turner seconded the motion. Councilmember Fink stated he would support the 8.8195, but nothing more and explained his reasoning.

Jackie Scogin, a city resident, asked how they can get their property to be worthy what they pay for in taxes. City Administrator Stewart explained that he has a pragmatic and business-like approach to have the City's operations run smoothly. He also stated that the business environment in the community needed to be enhanced and explained that they were heading in that direction. Mr. Stewart pointed out the road issues and the appearance of the community and advised that he had thoughts and ideas that he would bring before Council. Linda Lupino, a city resident, had a concern about trash pick-up and the City Administrator addressed her concern and then asked her to call his office in the future if she has a problem with such.

Deputy Mayor Frierson pointed out that the City had come a long way financially by using the roll back rates. She also pointed out that the City residents would not be receiving a MSBU bill as the County residents would receive because the City's MSBU was staying the same because of the fire contract. Mayor Wertz-Strickland reminded that Deputy Mayor Frierson had made the motion and Councilmember Turner had seconded the motion. No discussion followed and it was 4/1 approved with Councilmember Fink casting the dissenting vote.

### **COMMENTS FROM DEPARTMENTS**

Lieutenant Kevin Joens advised that the Arcadia Police Department report for the month of July had been provided to City Council. He advised that two (2) officers were leaving the department; one (1) would be going to the County for insurance purposes and the other resigned due to a family emergency. He asked if there were any questions from City Council or the general public and there were none.

The City Attorney advised that he had nothing to bring before City Council.

City Administrator Stewart stated there was a situation in the downtown area. He advised there were a number of buildings with upper floors which had residential apartments in them. He stated that the downtown area was not zoned for residential by right and such can only be allowed by special exception of which only one (1) of the residential apartments had been granted a special exception. He advised there are three (3) alternatives; one (1) was to do nothing and continue as they have and he stated he does not recommend it; two (2) change the zoning to allow a mixed-use zoning which would permit residential; or three (3) City Council direct staff to begin enforcing the requirement for the special exception. After some discussion, City Administrator Stewart asked if they wanted to modify the zoning to mixed use and Councilmember Fink stated that he thought so and he asked how soon staff could get back with them and the City Administrator suggested the first meeting in September. Councilmember Fink asked if they could have a preliminary ordinance designed and City Administrator Stewart advised that the zoning change must go through Planning and Zoning and must be advertised and

discussed. He suggested taking it through the Planning and Zoning process and have them develop a recommended zoning ordinance and it was the Council's consensus to do so. The City Administrator stated he would put something together for the Planning and Zoning Board.

He then advised that the City Attorney, Shelley Peacock and he had a productive meeting with George Chase and Ross Clark of Friends of Arcadia Airport. He stated the City Attorney would be putting together a recommended agreement to be brought before Council at the next meeting. City Administrator Stewart also advised that they had met with Rickey Hilton regarding his lease agreement which was up. Mr. Stewart advised that they were planning on bringing his lease agreement before Council at the first meeting in September for their approval.

Mr. Stewart then advised that he had spoken with the Finance Director regarding utility credit card payments and he informed Council that the costs had grown from approximately \$15,000.00 the first year to \$32,000.00 plus already this year. He stated that if the processing fees had been included in the rate study, it would have taken it into consideration with establishing the rates, but it was not done and now the costs were not being offset by the rates. Mr. Stewart advised there were two options; one (1) was to implement a processing fee; or do a rate analysis and determine if it would affect the rates. He stated that no business fails to consider all of its costs when determining its operating expenses. He advised that he would be bringing back a recommendation to City Council.

He then advised that he would be away from the office next Thursday and Friday due to his high school reunion.

## **PUBLIC**

Adrienne Daly, a city resident, expressed her concerns regarding code enforcement and asked what the City Administrator planned on doing about it. Mr. Stewart pointed out that the magnitude of the issue would not be solved with one (1) officer. He then explained the process of code enforcement which included the steps and time frame involved and that the continuum of the enforcement process is badly broken. The City Administrator pointed out that there are repeat violators and explained the process of this as well, along with the costs involved in code enforcement. He stated his intention was to enable the City to have the methodologies that they need to be successful

Janie Watson, a city resident, expressed her concerns regarding the roll back rate, the lack of a code enforcement report at City Council meetings, whether mixed-use zoning parties would have to adhere to restrictions as well, water rates and why semi-trucks were going down Oak Street. After some discussion, the City Administrator advised the State of Florida controls what vehicles come down streets and stated he would look at what restrictions the City is allowed to impose and he advised mixed-use parties would have to adhere to restrictions.

Darby Ellis, a city resident, advised that he had run into numerous problems in his attempt to apply for an alcohol and beer license. He then addressed problems with the Code Enforcement Officer directly and he repeated a statement that a third party had made regarding

Mr. McQuay. Mr. Stewart spoke up and stated to Council that they had an individual before them who was making allegations about an employee. He told Mr. Ellis that if he had someone who said that Mr. McQuay made a comment, he wanted that person to be brought to his office to sign a legal affidavit stating such and then they would work from there. The City Administrator stated this should not, cannot be and would not be about a code officer and Mr. Ellis. Mr. Stewart stated that there was no way that he, as a City Administrator, was going to authorize his staff to issue an alcohol and beer license when there were outstanding violations. He advised that he would personally review the code with the code officer to ensure the code officer was interpreting it correctly. Mr. Stewart suggested resolving the issue by an agreement and asked Mr. Ellis to call his office to schedule an appointment.

Susana Garcia, a city resident, expressed her concern about the work done in the Bridle Path Subdivision relating to her easement. City Administrator Stewart advised Council that he and Steve Underwood had gone out to the property in question and he explained what he discovered. He stated that even though the contractor did the work, the City hired the contractor and he stated that he felt the City must be responsible for solving the problem. Regarding the well issue, he stated that the wells were not permitted wells and he did not know what the ultimate resolution would be, but regarding the other items, Mr. Stewart advised that he felt they could reach a resolution on them.

### **MAYOR AND COUNCIL REPORTS**

Mayor Wertz-Strickland advised that she would be going to the Florida League of Cities Conference and it has been requested that Council delegate her as a voting delegate. Councilmember Fink made a motion to delegate Mayor Wertz-Strickland as a voting delegate and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

### **ADJOURN**

Councilmember Coker made a motion to adjourn and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Having no further business at this time, the meeting was adjourned at approximately 8:00 P.M.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2015.

By:

ATTEST:

\_\_\_\_\_  
Judy Wertz-Strickland, Mayor

\_\_\_\_\_  
Penny Delaney, City Clerk

City Council Meeting Minutes

August 4, 2015

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# AGENDA No. 2



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 18, 2015

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DEPARTMENT: Administration

SUBJECT: City of Arcadia Municipal Airport Report

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RECOMMENDED MOTION: Approval of City of Arcadia Municipal Airport Report as presented.

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SUMMARY:

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

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

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_

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City Administrator: Terry Stewart \_\_\_\_\_ Date: \_\_\_\_\_

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



# City of Arcadia Municipal Airport

## Monthly Flowage Report- July 2015

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To: City Council

From: Shelley Peacock

AVFuel has been out	<i>zero dollars collected</i>
Hangar Rent \$	\$ 6,330.68/100%
Tie Down Fees- 0	\$ 0/100%
Vehicle Parking	.00/0
(2- Vehicles parked in parking lot more than a month- zero charge)	
<b>Total airport funds collected</b>	<b>\$ 6,330.68</b>

Previous Month- June \$ 6,623.44

**\*Special notes\***

A2 paid  
F- paid 2 months, still owe 1 month  
A8 new tenant  
Total not collected \$385.07

# AGENDA No. 3



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 18, 2015

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DEPARTMENT: Utilities  
SUBJECT: Hazen and Sawyer Contract Extension

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RECOMMENDED MOTION: Council Approval

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SUMMARY: The agreement to provide engineering services between Hazen and Sawyer and the City of Arcadia, dated September 7, 2010 will expire on September 7, 2015. A contract extension is allowed by Section 4.1 of the agreement which will extend the contract for two additional years. Hazen and Sawyer is in agreement with extending the Contract with the same terms and conditions; therefore Council approval is sought to allow Hazen and Sawyer to continue to be able to provide professional services under the existing agreement. All work performed under this agreement will be done by specific authorization which will require Council approval prior to commencement.

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FISCAL IMPACT: None ( ) Capital Budget  
( ) Operating  
( ) Other

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

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_  
City Administrator: Terry Stewart \_\_\_\_\_ Date: \_\_\_\_\_

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

**AGREEMENT BETWEEN CITY OF ARCADIA  
AND HAZEN AND SAWYER, P.C.  
FOR PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT, made this 7<sup>th</sup> day of September 2010, by and between the CITY OF ARCADIA, FLORIDA, a Municipal Corporation (hereinafter called "OWNER") and Hazen and Sawyer, P.C., a Florida Corporation, (hereinafter called "CONSULTANT") with an office located in Sarasota, Florida.

WHEREAS, the OWNER has advertised for professional consulting services which will consist of water, wastewater, stormwater and reuse engineering services and such other engineering planning services deemed necessary by OWNER; and

WHEREAS, pursuant to Section 287.055 Florida Statutes, and the applicable procedures of the OWNER, the OWNER selected the CONSULTANT to provide said professional engineering services; and

WHEREAS, the CONSULTANT is willing and able to perform such professional services for the OWNER within the basic terms and conditions hereinafter set forth; and

WHEREAS, the purpose of this AGREEMENT is not to authorize a specific project but to set forth certain terms and conditions which may be incorporated into subsequent "Specific Authorizations" for specific projects or services when required.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby agreed that the CONSULTANT shall serve as the OWNER's professional engineering representative for those assignments to which this agreement applies, and will give consultation and advice to the OWNER during the performance of those services on the terms and conditions hereinafter set forth.

OWNER shall, from time to time at its sole discretion, authorize CONSULTANT in writing to provide professional services under the terms of this AGREEMENT. Said authorization will be referred to herein as a "Specific Authorization". Specific Authorizations will, by mutual agreement, set forth (1) the scope of services, (2) the deliverables, (3) the time of performance, (4) the method and amount of compensation, and (5) the provisions of Sections 1 and 2 of this AGREEMENT which are applicable. The provisions in Sections 3 through 6 of this AGREEMENT will apply to each and every Specific Authorization unless otherwise agreed to in writing.

## **SECTION 1 – BASIC SERVICES OF THE CONSULTANT**

### **1.1 General**

Pursuant to a Specific Authorization, CONSULTANT shall perform professional services in connection with a project, which may include but are not limited to customary infrastructure engineering services, infrastructure engineering planning, infrastructure engineering design, and infrastructure engineering master planning up-dates. Said services are customarily rendered in phases as set forth in this section.

### **1.2 Study and Report Phase**

During the Study and Report Phase, CONSULTANT may at OWNER's request as set forth in a Specific Authorization perform the following tasks:

- 1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3, and act as OWNER's representative in connection with any such services.
- 1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- 1.2.4 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.
- 1.2.5 Prepare a Report containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth CONSULTANT's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for the cost of land and rights-of-way, compensation for damages to properties, and interest and financing charges (all of which are hereinafter called "Project Costs").
- 1.2.6 Furnish copies of the Report, and present and review it in person with OWNER.

### **1.3 Preliminary Design Phase**

During the Preliminary Design Phase, CONSULTANT may at OWNER's request as set forth in a Specific Authorization perform the following tasks:

- 1.3.1 In consultation with OWNER and on the basis of the accepted Report, determine the extent of the Project.
- 1.3.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

1.3.3 Based on the information contained in the preliminary design documents, submit a revised opinion of probable project costs.

1.3.4 Furnish five (5) copies of the above preliminary design documents and present and review them in person with OWNER.

#### 1.4 Final Design Phase

During the Final Design Phase, CONSULTANT may at OWNER's request as set forth in a Specific Authorization perform the following tasks:

1.4.1 On the basis of the accepted preliminary design documents and the revised opinion of probable project post, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.4.2 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable project cost based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5 Conduct and certify Quality Assurance and Quality Control review of all design documents.

1.4.6 Furnish five (5) copies of the above documents and present and review them in person with OWNER.

#### 1.5 Bidding or Negotiating Phase

During the Bidding or Negotiating Phase, CONSULTANT may at OWNER's request as set forth in a Specific Authorization perform the following tasks:

1.5.1 Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services.

- 1.5.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.5.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the bidding documents.
- 1.5.4 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

## 1.6 Construction Phase

During the Construction Phase, CONSULTANT may at OWNER's request as set forth in a Specific Authorization perform the following tasks:

- 1.6.1 Consult with and advise OWNER and act as his representative in accordance with the Construction Contract Documents developed by CONSULTANT for specific work authorizations. The extent and limitations of the duties, responsibilities, and authority of CONSULTANT shall be defined in the Construction Contract Documents. All of OWNER's instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of OWNER to the extent provided in the Construction Contract Documents.
- 1.6.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, CONSULTANT shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work, and shall disapprove or reject work failing to conform to the Contract Documents.
- 1.6.3 Review (or take other appropriate action in respect of) shop drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the

information given in the Contract Documents (but such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); consider and advise OWNER regarding the compliance of substitute materials and equipment proposed by Contractor(s) to specifications; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents. CONSULTANT shall not recommend materials that do not conform to specifications.

- 1.6.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- 1.6.5 Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of CONSULTANT's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment CONSULTANT will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by CONSULTANT to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or program incident thereto or that CONSULTANT has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.
- 1.6.6 Conduct a walk-through review to determine if the Project is substantially complete and a final walk-through review to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of

his obligations thereunder so that CONSULTANT may recommend, in writing, final payment to each Contractor and shall give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions, therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

- 1.6.7 CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractor(s)' agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 through 1.6.7, inclusive, shall be construed to release CONSULTANT from liability for failure to properly perform duties undertaken by him in the Contract Documents.

## **SECTION 2 – ADDITIONAL SERVICES OF CONSULTANT**

### **2.1 General**

If requested by OWNER and agreed to in a Specific Authorization, CONSULTANT will furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. These services may include, but are not necessarily limited to, the following:

- 2.1.1 Preparing applications and supporting documents for governmental grants, loans, or advances in connection with the Project preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project or any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Providing services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Preparing permits, operational protocols, rate studies, master plans.
- 2.1.4 Providing services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction, or method of financing; and revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CONSULTANT's control.
- 2.1.5 Providing renderings or models for OWNER's use.

- 2.1.6 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work, which is not executed or documents for out-of-sequence work.
- 2.1.7 Performing investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.8 Furnishing the services of special consultants for other than Basic Services (which include, but are not limited to customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); such as consultants for interior design, furniture, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.
- 2.1.9 Providing services resulting from the award of more than one separate prime contract for construction, materials, equipment, or services for the Project and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.
- 2.1.10 Providing any type of property surveys or field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.11 Providing services in connection with change orders to reflect changes required by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered; services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby; services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages; and services in connection with bid protests, re-bidding, or renegotiating contracts for construction, materials, equipment, or services.
- 2.1.12 Performing services during out-of-town travel required of CONSULTANT other than visits to the site as required by Section 1.
- 2.1.13 Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-

up prints, drawings, and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considered significant.

- 2.1.14 Performing additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than thirty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by any Contractor(s).
  - 2.1.15 Preparing operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.
  - 2.1.16 Performing services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
  - 2.1.17 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, public hearing, or other legal or administrative proceeding involving the Project.
  - 2.1.18 Providing assistance in the preparation of ordinances.
  - 2.1.19 Providing assistance in the preparation of agreements between the OWNER and others (including, but not limited to, other units of government, developers, districts and authorities, and special legislative acts).
  - 2.1.20 Preparing special studies, reports, investigations or analyses (such as soils investigations, hydrogeological studies, water quality analyses, infiltration and inflow studies), briefings documents, and executive summaries.
  - 2.1.21 Performing additional services in connection with the project, including services normally furnished by OWNER and services not otherwise provided for in this AGREEMENT.
- 2.2 Resident Services During Construction
- 2.2.1 If requested by OWNER and agreed to in a Specific Authorization, a Resident Project Representative will be furnished and will act as directed by CONSULTANT in order to assist CONSULTANT in observing performance of the work of Contractor(s). Such services will be paid for by OWNER as indicated in the Specific Authorization.

- 2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be as set forth in the Specific Authorization.
- 2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such Resident Project Representative will not make CONSULTANT responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.
- 2.2.4 If OWNER designates another person to represent OWNER at the Project site who is not CONSULTANT's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of CONSULTANT under this AGREEMENT will be set forth in an exhibit that is to be identified, attached to, and made a part of the Specific Authorization before such services begin.

### **SECTION 3 – OWNER'S RESPONSIBILITIES**

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2 Assist CONSULTANT by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services (except to the extent provided otherwise in the Specific Authorization to accomplish such work), data prepared by or services of others, including without limitation borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which CONSULTANT may use and rely upon in performing his services.

- 3.4 Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in the Specific Authorization to accomplish such work) to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Designate, in writing, a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT if that representative is to be other than the City Administrator or his authorized representative. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to CONSULTANT's services.
- 3.9 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of Contractor(s).
- 3.10 Furnish or direct CONSULTANT to provide necessary Additional Services as stipulated in Section 2 of this AGREEMENT or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 – PERIOD OF SERVICE**

##### **4.1 Term of Agreement**

This AGREEMENT shall continue in full force for a period of five (5) years from the date of signing by the OWNER. It may be renewed in one (1) or two (2) year increments by written notice from the OWNER up to a maximum of ten (10) years, or until terminated in accordance with Section 6.

##### **4.2 Specific Authorization**

Each Specific Authorization shall specify the Period of Service agreed to by OWNER and CONSULTANT for services to be rendered under said Specific Authorization.

#### **4.3 Orderly and Continuous Progress**

The provisions of this Agreement and each Specific Authorization (unless stated otherwise) anticipate the orderly and continuous progress of the Project(s). If specific dates or specific periods of time for performance are exceeded through no fault of CONSULTANT, all rates, measures, and amounts of compensation shall be subject to equitable adjustment.

### **SECTION 5 – PAYMENTS TO CONSULTANT**

#### **5.1 Methods of Compensation**

Within each Specific Authorization, the OWNER and CONSULTANT may agree on, but not be limited to, one of the following methods of compensation. If a different method of compensation is to be used, the Specific Authorization will set forth the basis for such compensation.

- 5.1.1 **Direct Labor Costs Times a Factor:** OWNER shall pay CONSULTANT for services rendered an amount based on CONSULTANT's Direct Labor Costs times a Factor of 3.1 for services rendered by principals and employees assigned to the Project. The actual labor rates by CONSULTANT shall be included with each invoice submitted to the OWNER. In addition to the charges for labor, OWNER will pay for Direct Project Expenses and Special Consultants. CONSULTANT will invoice OWNER monthly.
- 5.1.2 **Hourly Rates Method:** OWNER shall pay CONSULTANT for services rendered an amount based on CONSULTANT's current Hourly Rate for services rendered by principals and employees assigned to the Project. CONSULTANT's Hourly Rate Schedule shall be submitted annually for each calendar year and is subject to approval by OWNER. In addition to the charges for labor, OWNER will pay for Direct Project Expenses and Special Consultants. CONSULTANT will invoice OWNER monthly.
- 5.1.3 **Lump Sum Method:** For services rendered, the OWNER shall pay the CONSULTANT a lump sum fee including or excluding Direct Project Expenses and Special Consultants as mutually agreed upon and set forth in the Specific Authorization. CONSULTANT will invoice OWNER monthly based upon CONSULTANT's estimate of the portion of the total services actually completed at the time of billing, and attach a full narrative to the invoice for work performed.

## **5.2 Special Consultants**

For services and direct project expenses of Special Consultants employed by the CONSULTANT to render Additional Services, the OWNER will be invoiced the amount billed to CONSULTANT thereof times a factor of 1.00, unless otherwise set forth in the Specific Authorization. Special Consultants include, but are not limited to: aerial photography; surveyors; laboratory testing; soils investigations, testing, and geotechnical engineering; and other services of a similar nature.

## **5.3 Direct Project Expenses**

Direct Project Expenses means the actual expenses incurred in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar project-related items; and other expenses of a similar nature. OWNER will be invoiced the amount of actual expenses billed to CONSULTANT times a factor of 1.00, unless otherwise set forth in the Specific Authorization.

## **5.4 Computer Services**

Costs for computer services, such as microcomputer equipment and software for word processing, computer-aided drafting, and spreadsheets, will not be considered Direct Project Expenses and will not be invoiced. CONSULTANT shall provide all electronic documents, reports, executive summaries, etc., in such format(s) that are compatible with OWNER's existing computer software.

## **5.5 Payments by Owner**

Monthly invoices shall be paid by OWNER within thirty (30) days of receipt thereof unless, within such thirty (30) day period, OWNER notifies CONSULTANT in writing of its objection to the amount of such invoices, together with OWNER's determination of the proper amount of such invoice. Such invoices shall be accompanied by CONSULTANT's written description of work accomplished as described in the invoice. Such notice shall be accompanied by OWNER's payment of any undisputed portion of such monthly invoices. If OWNER shall give such notice to CONSULTANT within such thirty (30) day period, such dispute over the proper amount of such invoice statement shall be resolved, and after final resolution of such dispute, OWNER shall promptly pay CONSULTANT the amount so determined, less any amounts previously paid by OWNER with respect to such monthly invoice. In the event it is determined that the OWNER has overpaid such monthly invoice, CONSULTANT shall promptly refund to OWNER the amount of such overpayment.

## **5.6 Late Payment**

If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's invoice therefore, the CONSULTANT may,

after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until he has been paid in full all amounts due him for services and expenses. Any portion of an invoice that is disputed by the OWNER in accordance with paragraph 5.5 shall not be considered due for the purposes of this paragraph until the matter is resolved in accordance with the procedure provided herein.

#### 5.7 Overtime

Overtime premium will be paid by the OWNER only if authorized in advance for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of the CONSULTANT. If overtime premium is authorized by OWNER, it shall be defined as standard hourly rates or salary and wages times 1.5 for all those overtime hours worked.

#### 5.8 Taxes

OWNER shall pay all applicable sales taxes or provide to CONSULTANT the appropriate tax exemption number.

#### 5.9 Truth-in-Negotiation Certification

In accordance with Florida Statutes 287.055(5)(a), for any professional service authorized by a Specific Authorization pursuant to this contract in which the fee is over \$150,000, CONSULTANT hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Specific Authorization. The original contract price set forth in said Specific Authorization and any additions thereto shall be adjusted to exclude any significant sums by which the OWNER determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the Specific Authorization.

### **SECTION 6 – GENERAL CONSIDERATIONS**

#### 6.1 Termination

The obligation to provide further services under this AGREEMENT may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Either party may terminate without cause upon thirty (30) days written notice. In the event all or any portion of the work prepared or partially prepared by CONSULTANT is suspended, abandoned, or terminated, the OWNER shall pay CONSULTANT for the work performed on an hourly basis not to exceed any maximum contract amount specified herein.

## **6.2 Reuse of Documents**

The CONSULTANT, at its expense, may make and retain copies of all documents delivered to the OWNER under this agreement for its reference and internal use. Any use of documents developed by the CONSULTANT under this agreement for any purpose not within the original intent of the specific scope of this agreement or subsequent work authorization(s) shall be at the risk of the OWNER and without liability to the CONSULTANT. The OWNER shall be liable and agrees to be liable for and shall indemnify and hold the CONSULTANT harmless for any and all claims, suits, judgments, or damages, losses, and costs, including reasonable attorney's fees, arising out of the OWNER's use of such documents in a manner contrary to the CONSULTANT's original intended use.

## **6.3 Deliverables. Public Records**

Each Specific Authorization shall describe the number and type of Deliverables, which are to be provided by CONSULTANT to OWNER. Said Deliverables shall become a Public Record upon receipt by OWNER, and OWNER shall be the custodian thereof in accordance with Florida Statutes Chapter 119, (Public Records Law).

## **6.4 Ownership of Documents**

All documents, including original drawings, estimates, specifications, field notes, computer data files, and calculations, generated or obtained by CONSULTANT as a result of services rendered on behalf of OWNER pursuant to this AGREEMENT, shall be the property of the OWNER.

## **6.5 Successors and Assigns**

- 6.5.1** OWNER and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.
- 6.5.2** Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except as stated in paragraph 6.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.5.3** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

## 6.6 Waiver

The failure or delay of any party at any time to require performance by another party of any provision of this AGREEMENT, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this AGREEMENT shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this AGREEMENT. No notice to or demand on any party in any circumstances shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

## 6.7 Governing Law

This AGREEMENT is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.

## 6.8 Severability of Illegal Provisions

Wherever possible, each provision of this AGREEMENT shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this AGREEMENT be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this AGREEMENT.

## 6.9 Right of Third Parties

Unless expressly stated herein to the contrary, nothing in this AGREEMENT, whether express or implied, is intended to confer any rights or remedies under or by reason of this AGREEMENT on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this AGREEMENT is intended to relieve or discharge the obligation or liability of any third persons to any party to this AGREEMENT, nor shall any provision give any third persons any right of subrogation or action over or against any party to this AGREEMENT.

## 6.10 Merger Clause

This instrument constitutes the entire AGREEMENT between the parties hereto with respect to the subject matter hereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this AGREEMENT. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this AGREEMENT even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this AGREEMENT other than those specifically set forth herein. This AGREEMENT can only be modified in a writing signed by the parties hereto and their duly authorized agents.

### 6.11 Notices

All notices, certifications or communications required by this AGREEMENT shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

**OWNER:** Lawrence A. Miller, City Administrator  
City of Arcadia  
PO Box 351  
Arcadia, Florida 34265  
Phone: 863-494-4114

**CONSULTANT:** Damann L. Anderson, P.E.  
Hazen and Sawyer, P.C.  
2201 Cantu Court #109  
Sarasota, Florida 34232  
Phone: 941-378-2862  
Fax: 941-378-0196

Either party may change its address for purpose of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph.

### 6.12 Jurisdiction and Venue

The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this AGREEMENT occurred or shall occur in DeSoto County, Florida. Any civil action or legal proceeding arising out of or relating to this AGREEMENT shall be brought only in the courts of record of the State of Florida in DeSoto County or the United States District Court, Middle District of Florida, Tampa Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this AGREEMENT, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

### 6.13 Force Majeure

Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this AGREEMENT, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which services may be continued.

#### 6.14 Prohibition Against Contingent Fees.

In accordance with Florida Statutes, 287.055(6)(a), the CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this AGREEMENT. For the breach or violation of this provision, the OWNER shall have the right to terminate the AGREEMENT without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### 6.15 Arbitration

The parties agree that no action shall be brought hereunder in any court unless the parties have first considered using arbitration to resolve the dispute. Arbitration may be used by mutual agreement of the parties. Such arbitration may be initiated and conducted in accordance with the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, in effect at the time of such arbitration. The arbitration shall be conducted by three arbitrators selected pursuant to said rules (provided that one such arbitrator shall be chosen by OWNER, one such arbitrator shall be chosen by CONSULTANT, and a third such arbitrator shall be chosen by the arbitrators chosen by the OWNER and CONSULTANT). The award of the arbitrator may be confirmed by a court of competent jurisdiction, and judgment or decree on the award may be entered pursuant to the provisions of the aforesaid Florida Arbitration Code. Punitive damages will be excluded from any arbitration judgment.

#### 6.16 Liability and Limitation of Liability

6.16.1 Before performing any contract work, CONSULTANT shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent":VII. No changes are to be made to these specifications without prior written specific approval by the OWNER.

6.16.2 **WORKERS COMPENSATION:** CONSULTANT will provide Workers Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required under Florida Laws, Chapter 440, AND Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

6.16.3 **COMMERCIAL GENERAL LIABILITY** including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this contract.

**6.16.4 AUTOMOBILE LIABILITY** including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract.

**6.16.5 PROFESSIONAL LIABILITY** with limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONSULTANT shall notify the OWNER within thirty (30) days of the change.

**6.16.6 INDEMNITY:** The CONSULTANT shall indemnify and hold harmless the OWNER, its officers and employees, from liabilities, damages, losses and costs including but not limited to reasonable attorney's fees, to the extent caused by the sole negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

#### **6.17 Construction Cost Estimating**

Any opinion of the Construction Cost prepared by CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the OWNER.

#### **6.18 Construction Job Site Conditions**

The OWNER agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. In the performance of its professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar localities.

#### **6.19 Licenses**

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

#### **6.20 CONSULTANT Not Agent of OWNER**

The CONSULTANT is not authorized to act as the OWNER's agent hereunder and shall have no authority, express or implied, to act for or bind the OWNER hereunder, either in CONSULTANT's relations with specialty consultants, or in any other manner whatsoever except as elsewhere provided for herein. CONSULTANT is not an "Agency" acting on behalf of OWNER as defined in Florida Statutes 119.011.

#### **6.21 Amendment**

The provisions of this AGREEMENT may not be amended, supplemented, waived, or changed orally but only by writing making specific reference to this AGREEMENT signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought. No amendment to this AGREEMENT shall be effective except those agreed to in writing and signed by both of the parties to this AGREEMENT.

#### **6.22 Accounting Records**

For each project authorized by OWNER, CONSULTANT will maintain accounting records which will include timecards, job cost records, invoices, and such other data necessary to identify project costs. Said records will be made available to OWNER's authorized financial personnel for inspection at CONSULTANT's office upon request.

#### **6.23 Validity Severability and Reformation**

The validity, interpretation, construction and effect of this AGREEMENT shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

#### **6.24 Headings**

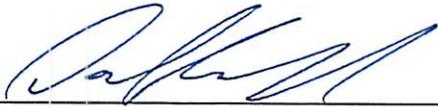
The headings of the sections of this AGREEMENT are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

#### **6.25 Entire Agreement**

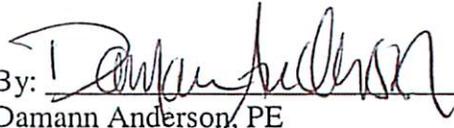
This AGREEMENT constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the CONSULTANT by its duly authorized officers, and the OWNER has caused the same to be duly executed in its name and in its behalf by its Mayor and City Clerk, effective as of the date hereinabove written

**WITNESS:**

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

**CONSULTANT**  
*Hazen and Sawyer, P.C.*

By:  \_\_\_\_\_  
Damann Anderson, PE  
Vice President

**APPROVED AS TO FORM AND  
CORRECTNESS:**

 \_\_\_\_\_

**OWNER**  
**CITY OF ARCADIA**  
(Approved by City Council at  
9-7-10 meeting)

**ATTEST:**

By:  \_\_\_\_\_  
Dana Williams  
City Recorder

By:  \_\_\_\_\_  
Roosevelt Johnson, Ph.D.  
Mayor

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN CITY OF ARCADIA  
AND HAZEN AND SAWYER, P.C.  
FOR PROFESSIONAL CONSULTING SERVICES**

This is a First Amendment to the Agreement between the **CITY OF ARCADIA**, a Florida municipal corporation, (herein called "OWNER") and **HAZEN AND SAWYER, P.C.**, a Florida corporation (herein called "CONSULTANT") for Professional Consulting Services dated September 7, 2010 (herein called the "Agreement").

**WHEREAS**, the Agreement will terminate on September 7, 2015; and

**WHEREAS**, the parties wish wishes to extend the Agreement for an additional two (2) year term,

**NOW THEREFORE**, in consideration of the above recitals and of the mutual promises, covenants, agreements of the parties, the parties do hereby agree as follows:

1. Pursuant to paragraph 4.1, the Agreement is hereby extended for an additional two (2) year term commencing on September 7, 2015 and ending on September 6, 2017.
2. All other terms of the Agreement remain unchanged.

**OWNER: CITY OF ARCADIA**, a Florida  
municipal corporation

**CONSULTANT: HAZEN AND SAWYER,  
P.C.**, a Florida corporation

By: \_\_\_\_\_  
Judy Wertz-Strickland, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, Vice President

Attest:

Attest:

By: \_\_\_\_\_  
Penny Delaney, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

Date: \_\_\_\_\_, 2015

Date: \_\_\_\_\_, 2015

# AGENDA No. 4



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 18, 2015

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DEPARTMENT: Legal

SUBJECT: Commercial Lease Agreement and Project Development Contract for Friends of Arcadia Airport, Inc.

RECOMMENDED MOTION: Approve the proposed Commercial Lease Agreement and Project Development Contract between the City of Arcadia and Friends of Arcadia Airport, Inc.

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SUMMARY:

Staff has been working closely with Friends of Arcadia Airport, Inc. ("Friends") to lease vacant land at the Arcadia Municipal Airport, which is not currently utilized for aviation or other purposes. Friends has made numerous presentations to City Council on Friends' intended use of the leased premises, including: conducting free aviation seminars, workshops, "ground school" education classes and fundraising events, and promoting and enhancing the economic development of the Arcadia Municipal Airport.

Friends' has received a determination of 501(c)(3) exempt status from the Internal Revenue Service. The Commercial Lease Agreement requires that any income derived from the leased premises shall be utilized to improve current airport facilities or develop new airport facilities.

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

ATTACHMENTS: ( ) Ordinance ( ) Resolution ( ) Budget (X) Other: **Proposed Lease Agreement & Project Development Contract**

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Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney (As to Form and Legality) \_\_\_\_\_ Date: 8/6/15

City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

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

**CITY OF ARCADIA  
COMMERCIAL LEASE  
FRIENDS OF ARCADIA AIRPORT, INC.**

**THIS LEASE AGREEMENT** is made and entered into this 18th day of August, 2015, by and between the **CITY OF ARCADIA, FLORIDA**, a Florida municipal corporation (herein called "LANDLORD") and **FRIENDS OF ARCADIA AIRPORT, INC.**, a Florida non-profit corporation (herein called "TENANT").

**WITNESSETH:**

**WHEREAS**, LANDLORD is the owner of the Arcadia Municipal Airport in the County of Desoto, State of Florida; and,

**WHEREAS**, TENANT is a 501(c)(3) non-profit corporation established with a mission of providing aviation education, and supporting and promoting the Arcadia Municipal Airport; and,

**WHEREAS**, LANDLORD has agreed to lease a portion of the property to TENANT, subject to certain terms and conditions; and,

**WHEREAS**, TENANT wishes to lease said property from LANDLORD; and

**WHEREAS**, LANDLORD and TENANT wish to enter into a Project Development Contract ("PDC") concerning the subject real property, along with this lease agreement; and

**WHEREAS**, LANDLORD and TENANT wish to make this lease agreement contingent upon the execution and performance of the Project Development Contract,

**NOW THEREFORE**, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **TERM.** The term of this Lease Agreement shall be for five (5) years commencing on August 19, 2015, and ending on August 18, 2020, unless extended or sooner terminated as herein provided.
2. **PROPERTY.** The property subject to this Agreement is shown on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein and Storage Locker A-1, all located at the Arcadia Municipal Airport (herein called the "Premises").
3. **USE.** The Premises are to be used by TENANT for the purpose of conducting free aviation seminars, workshops, "ground school" education classes and fundraising events, and promoting and enhancing the economic development of the Arcadia Municipal Airport. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **INCOME.** All income derived from the use of the Premises will be used by TENANT to maintain or improve current airport facilities or develop new airport facilities.
5. **RENT.** Given Tenant's physical improvements to the Premises, the public purpose served, and the community goodwill and benefit the Arcadia Municipal Airport will derive from TENANT'S stated purpose and use of the Premises subject to the covenants set forth in Exhibit "C" attached hereto and incorporated herein, rent will be Two Hundred and No/100 Dollars (\$200.00) per year during the term of this lease, unless a higher rent is imposed pursuant to paragraph 11. Rent shall be due upon commencement of this Agreement and on the anniversary thereof each year thereafter. TENANT shall complete the improvements described in the PDC on or before the 31st day of December, 2015.
6. **EMERGENCY CONTACT.** TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.
7. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for an additional term of five (5) years, upon the same terms and conditions hereunder except that the option

period shall commence at the expiration of the preceding term of this Lease. Said option shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than six (6) months prior to the end of the preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

8. **RELOCATION.** LANDLORD shall have the right to relocate TENANT to a mutually agreeable non-aeronautical location within the Arcadia Municipal Airport if the Premises are needed by LANDLORD for aviation use. LANDLORD shall give TENANT at least three (3) months notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, LANDLORD may terminate this lease thereafter upon three (3) months notice. In the event of relocation, TENANT may relocate TENANT's vertical roof style shelter to the new location.

9. **HOLD HARMLESS.** TENANT agrees to hold LANDLORD harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the LANDLORD's sole negligence. TENANT agrees to pay on behalf of LANDLORD, and to pay the cost of LANDLORD's legal defense, as may be selected by LANDLORD, for all claims described in this paragraph. Such payment on behalf of LANDLORD shall be in addition to any and all other legal remedies available to LANDLORD and shall not be considered to be LANDLORD's exclusive remedy.

10. **INSURANCE AND INDEMNITY.** TENANT, at each authorized location, will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations:

- A. Specifically recognize and insure the contractual liability assumed by TENANT under this Agreement;
- B. Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to LANDLORD except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against LANDLORD; and
- E. Should TENANT's policies provide a limit of liability in excess of such Amounts, LANDLORD shall have the right of the benefit to the full extent of the coverage available.

**PROPERTY COVERAGE.** LANDLORD shall procure and maintain for the life of the lease, All Risk/Special Form to cover loss resulting from damage to or destruction of the building or any improvements. TENANT shall be solely responsible, at its expense, for any insurance coverage for its personal property.

**LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by LANDLORD, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**CERTIFICATE OF INSURANCE.** Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to LANDLORD annually at the address in the "Notices" clause of this Agreement.

**TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

**INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES:** TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse LANDLORD and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

**TENANT'S NEGLIGENCE.** If the leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

**INDEMNIFICATION.** TENANT shall indemnify LANDLORD and hold LANDLORD harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of LANDLORD.

11. **ASSIGNMENT.** TENANT shall not assign this lease, sublet the Premises nor allow free lease space of any portion of the Premises, directly or indirectly, without the written consent of LANDLORD, which shall be allowed to make the approval conditioned upon the payment of rent at a rate to be determined solely by LANDLORD.

12. **REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon termination of this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

13. **ABANDONMENT OF PREMISES BY TENANT.** In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

14. **ALTERATIONS.** TENANT shall make no material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises. Subject to LANDLORD's approval of the improvements, LANDLORD agrees to apply for any building permits necessary for improvements to be constructed on the Premises.

15. **NO LIENS CREATED.** TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of LANDLORD and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon LANDLORD's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

16. **PLEDGE OF LEASEHOLD INTEREST.** TENANT may not pledge its leasehold interest as security for any reason.

17. **SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of the Arcadia Municipal Airport. This lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the LANDLORD acquired the subject property and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Arcadia Municipal Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

18. **NON-DISCRIMINATION.** TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

C. That Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

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

19. **MAINTENANCE AND REPAIRS.** TENANT will be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including the landscaping, in good order and repair; except that LANDLORD will be responsible for mowing of the Premises. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs, to the reasonable satisfaction of LANDLORD within a reasonable period of time after receipt of written notice of need for such repair from LANDLORD, LANDLORD may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay LANDLORD'S costs for making such repairs, including LANDLORD'S reasonable administrative costs. Such costs for repairs shall constitute additional rent hereunder. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

20. **COMMON AREA MAINTENANCE.** There is currently no common area maintenance charge imposed by LANDLORD. Should LANDLORD subsequently impose a uniform charge to maintain the common areas of the Airport, TENANT shall pay those charges attributable to the Premises.

21. **EXCLUSIVE USE.** This Agreement shall in no way convey the exclusive use of any part of the Airport, except the Premises, and shall not be construed as providing any special privilege for any public portion of the Airport. LANDLORD reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by LANDLORD.

22. **FUTURE AGREEMENTS OF THE AIRPORT.** The terms and conditions hereof shall not be construed to prevent LANDLORD from making commitments to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon the Airport.

23. **NOTICES.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

President  
Friends of Arcadia Airport, Inc.  
2692 NE Highway 70, #757  
Arcadia, Florida 34266

City Administrator  
City of Arcadia, Florida  
23 N. Polk Avenue  
Arcadia, Florida 34266

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

24. **WAIVER OF BREACH.** The waiver by LANDLORD or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

25. **SEVERABILITY.** It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

26. **ASSIGNS AND SUCCESSORS.** Tenant may not assign its interest in this Lease.

27. **LEASE RESTRICTIONS.** TENANT hereby agrees to abide by the Arcadia Municipal Airport Minimum Standards as the same may be reasonably amended from time to time. Copies of the Arcadia Municipal Airport Minimum Standards are available from LANDLORD's place of business and the full text shall be considered as a part of this lease as if fully stated herein and/or attached hereto.

28. **CLEANLINESS AND SAFETY.** TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by LANDLORD.

29. **DANGEROUS ACTIVITIES PROHIBITED.** TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds LANDLORD harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

30. **AIRPORT FACILITIES.** The parties understand and agree that the LANDLORD shall continue to maintain, develop, improve, and control all of the areas and facilities of the Arcadia Municipal Airport as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD's written instructions.

31. **AIRPORT PRIORITY.** This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Arcadia Municipal Airport and further subordinate to existing or future agreements between the LANDLORD and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Arcadia Municipal Airport, (including Federal Aviation grant requirements).

32. **AIRPORT PROTECTION.** The following shall be conditions of this lease:

A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

B. TENANT expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

C. TENANT expressly agrees for itself, its successor and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard. TENANT shall prohibit its guests and visitors from accessing the Airport's operational areas unless the guest or visitor is a pilot or aircraft owner.

D. TENANT expressly agrees for itself, its successor and assigns, that LANDLORD may unilaterally terminate this Agreement upon thirty (30) days written notice to TENANT in the event LANDLORD desires to utilize the Premises for aviation purposes.

33. **STATE AND FEDERAL GOVERNMENT.** The parties specifically understand and agree that some of the improvements within the Arcadia Municipal Airport are funded in whole or in part by grants from the USDA Rural Development, and other agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

34. **ENVIRONMENTAL MATTERS.** TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

35. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(5), Florida Statutes.

36. **STORM WATER POLLUTION PREVENTION PLAN.** Tenant hereby agrees to abide by all rules and regulations established by Landlord or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

37. **DEFAULT.** The occurrence of one or more of the following shall be an event of default by TENANT:

A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from LANDLORD to TENANT;

B. An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of TENANT's property for the benefit of creditors;

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;

F. TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;

G. TENANT defaults under any other lease or agreement with LANDLORD.

H. Failure of TENANT to require strict compliance with the Pilot Shelter/Camping Area rules and use requirements.

38. **LANDLORD'S REMEDIES.** If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:

A. Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;

B. Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD;

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

39. **ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

40. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

41. **TAXES.** Any taxes on this Lease, the lease payments or the Premises shall be the obligation of TENANT. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

42. **UTILITIES AND SERVICES.** LANDLORD will not be obligated to pay any charges for any telephone service, gas, electricity, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if LANDLORD shall pay those on

behalf of TENANT, the amount of such charges shall be considered additional rent hereunder. Notwithstanding the foregoing, LANDLORD agrees to provide, at LANDLORD'S expense, a one inch (1") PVC water line to the Premises and shall credit TENANT with the minimum monthly water usage charge per month. TENANT shall be solely responsible for any water usage exceeding the minimum monthly usage and that amount shall be considered additional rent hereunder. However, TENANT shall utilize water only for hand-washing and other necessary sanitary purposes.

43. **SUITABILITY OF PREMISES.** TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.

44. **SIGNAGE.** All signage on the property must be approved by LANDLORD as to style, location, content and construction before installation, which approval will not be unreasonably withheld.

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

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

47. **MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

WITNESSES:

LANDLORD: CITY OF ARCADIA, a Florida municipal corporation

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

By: \_\_\_\_\_  
Judy Wertz-Strickland, Mayor

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

Attest: \_\_\_\_\_  
Penny Delaney, City Clerk

(Corporate Seal)

TENANT: FRIENDS OF ARCADIA AIRPORT INC., a Florida non-profit corporation

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

By: \_\_\_\_\_  
George Chase, as its President

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

Attest: \_\_\_\_\_  
Dave Hutchinson, as its Secretary

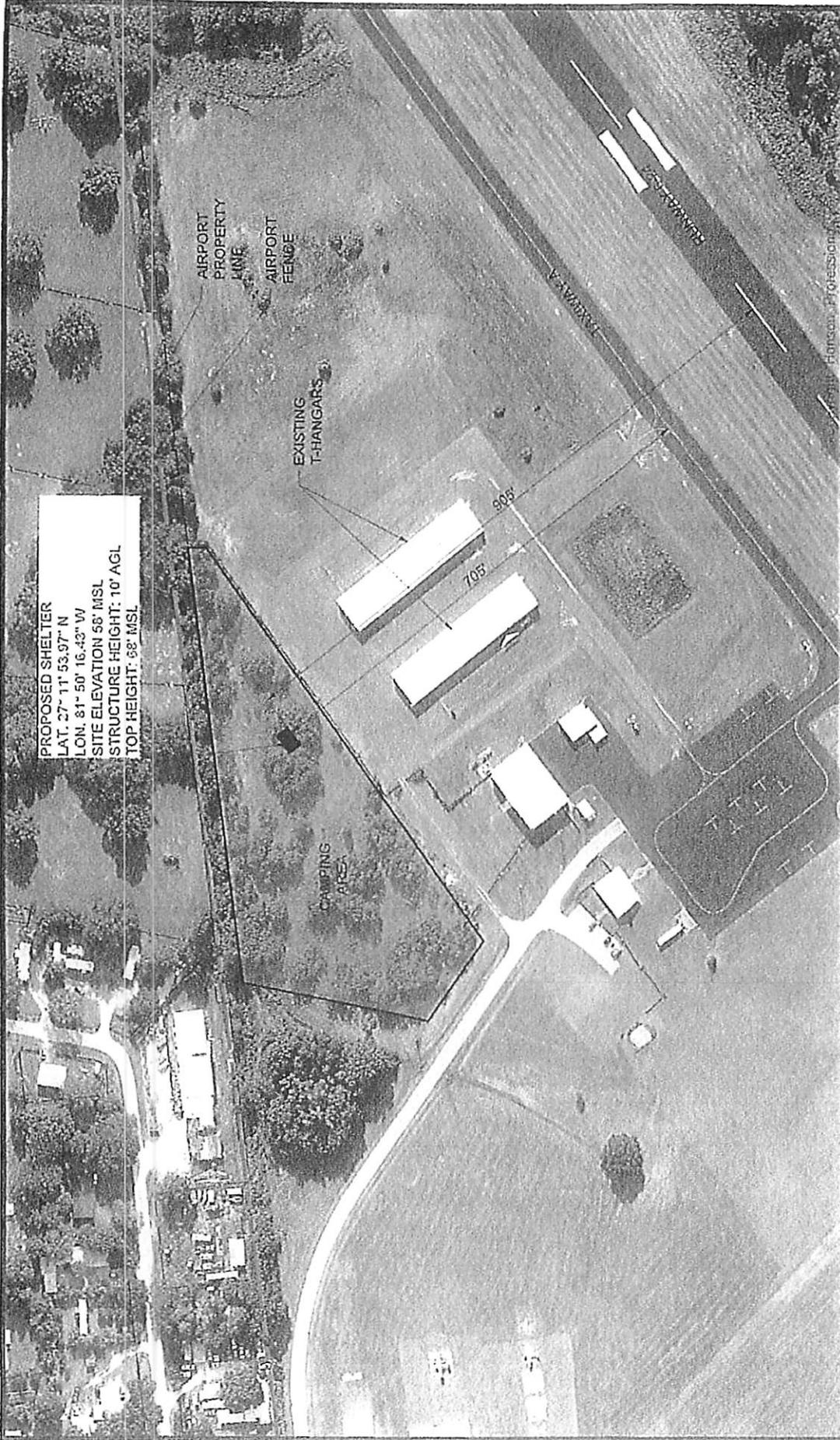
(Corporate Seal)

Exhibits Attached:

- A. Property Sketch showing dimensions.
- B. Property Sketch showing site elevations.
- C. TENANT'S Further Agreements and Covenants.



901 224 2044 2025 02 17 09:30:1129  
C:\Users\jason\OneDrive\Documents\7460\7460\_01.dwg



PROPOSED SHELTER  
LAT. 27° 11' 53.97" N  
LON. 81° 50' 16.43" W  
SITE ELEVATION 58' MSL  
STRUCTURE HEIGHT: 10' AGL  
TOP HEIGHT: 68' MSL

7460 EXHIBIT	 Hanson Professional Services, Inc.	X06 ARCADIA MUNICIPAL AIRPORT ARCADIA, FLORIDA
		EXHIBIT 1

## EXHIBIT "C"

TENANT further covenants and agrees to:

1. Provide management of airport camping site.
2. Keep the Premises, including the campsite, clean and in good clean condition.
3. Schedule pilot visits to ensure occupation limits and rules are followed.
4. Keep a log of all visitors and their N numbers, if applicable.
5. Require all pilots to register with TENANT and obtain approval before utilizing the Premises for overnight camping.
6. Provide logistical assistance to any visiting pilots
7. Ensure portable toilets are regularly and properly serviced and maintained by a business which is regularly engaged in the business of providing portable toilet services.
8. Provide routine check-ins on all visitors insure compliance.
9. Plan special events on the Premises that will promote the Arcadia Municipal Airport as well as those aviation businesses located at the Arcadia Municipal Airport.
10. Provide all publicity for any events described in Paragraph 9, above.
11. Work with local businesses to attract out of town pilots to visit Arcadia Municipal Airport and support the local economy.
12. Perform extra finish mowing, as needed in addition to LANDLORD's obligation to keep the Premises mowed.
13. When possible, work with all aviation businesses located at the Arcadia Municipal Airport on events described in Paragraph 9, above.

**FRIENDS OF ARCADIA AIRPORT, INC  
PROJECT DEVELOPMENT CONTRACT WITH  
CITY OF ARCADIA, FLORIDA**

**THIS CONTRACT** is made this 18th day of August, 2015 in Desoto County, Florida, by and between the **CITY OF ARCADIA, FLORIDA**, a Florida municipal corporation (herein called "City"), and **FRIENDS OF ARCADIA AIRPORT, INC.**, a Florida non-profit corporation (herein called "Tenant") upon the following terms, conditions, and considerations, to-wit:

**WITNESSETH:**

**WHEREAS**, City is the owner of certain real property located at the Arcadia Municipal Airport in the County of Desoto, State of Florida; and

**WHEREAS**, Tenant would like to construct a 20' x 31' vertical roof style shelter with a height of 10' above ground level (AGL) with underlying concrete slab (the "Improvements") on City's property; and

**WHEREAS**, City has agreed to lease the property (herein called the "Property") to Tenant, subject to certain terms and conditions; and

**WHEREAS**, Tenant desires to lease the Property from the City,

**THE PARTIES** agree as follows:

1. **LEASE**. City will lease the Property as shown on Exhibit "A" and Exhibit "B" attached hereto, to Tenant for a term of five (5) years commencing August 19, 2015, and ending August 18, 2020, with an option for a five (5) year extension, upon the terms and conditions set out in the Lease Agreement attached hereto as Exhibit "C", unless sooner terminated as provided herein. This Agreement is contingent upon the successful simultaneous execution of the Lease Agreement between the parties.

2. **PROJECT**.

(A) **CONSTRUCTION**. Tenant will cause the Improvements to be constructed on the Property, at Tenant's expense. The Improvements, including any required water management structures, will be constructed in accordance with the general preliminary plans attached as Exhibit "D" and more definitive plans and specifications to be submitted at a later date and approved by City. The plans are subject to City's approval, which shall not be unreasonably withheld.

(B) **CONSTRUCTION COSTS**. Tenant will pay the total cost of construction of the Improvements.

(C) **CONSTRUCTION CONTRACT**. All material change orders in the construction contract, plans or specifications must be approved by City, which approval shall not be unreasonably withheld by City.

(D) **LANDSCAPING AND SCREENING**. Tenant shall maintain the existing natural vegetation, save and except any clearing or removal necessitated by construction of the Improvements. Tenant shall not introduce additional vegetation, grasses, trees or plants without City's written consent.

(E) **MITIGATION**. If mitigation is required for the Improvements by the U. S. Army Corp of Engineers, the South Florida Water Management District or any other government agency in order for

permits to be issued for the Improvements, Tenant will pay all costs, including permitting, impact fees and other mitigation costs. Tenant reserves the right to terminate this contract and the lease in the event Tenant deems the above-referenced costs excessive.

(F) **FUTURE CONSTRUCTION**. The parties understand and agree that Tenant may desire to enlarge, add to or modify the Improvements in the future. Any additional construction will be at Tenant's expense, must meet the codes and regulations existing at the time of construction, and must have the approval of City, which approval will not be unreasonably withheld. A condition of City's approval may be a modification of the lease to reflect increased rental values and similar changes.

(G) **HOLD HARMLESS**. Tenant agrees to hold City harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of City's sole negligence. Tenant agrees to pay on behalf of City, and to pay the cost of City's legal defense, as may be selected by City, for all claims described in this paragraph. Such payment on behalf of City shall be in addition to any and all other legal remedies available to City and shall not be considered to be City's exclusive remedy.

(H) **INSURANCE AND INDEMNITY**. Tenant, at each authorized location, will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit Tenant's defense and indemnity obligations:

1. Specifically recognize and insure the contractual liability assumed by Tenant under this Agreement;
2. Provide that Tenant's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to City and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
3. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to City except for non-payment of premium;
4. Specifically waive insurers' rights of subrogation against City; and
5. Should Tenant's policies provide a limit of liability in excess of such Amounts, City shall have the right of the benefit to the full extent of the coverage available.

**PROPERTY COVERAGE**. City shall procure and maintain for the life of the Commercial Lease Agreement, All Risk/Special Form to cover loss resulting from damage to or destruction of the Improvements. Tenant shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and Tenant's leasehold improvements.

**LIABILITY INSURANCE**. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by City, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. City shall be

listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance and Tenant shall provide City with current Certificates of Insurance evidencing Tenant's compliance with this paragraph.

**CERTIFICATE OF INSURANCE.** Upon execution of this Agreement, Tenant must furnish a Certificate of Insurance to City evidencing the insurance required herein, written or translated in English. From thereon, Tenant will furnish a valid Certificate of Insurance to City annually at the address in the "Notices" clause of this Agreement.

**TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

**INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES:** Tenant shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of Tenant to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse City and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by Tenant.

**TENANT'S NEGLIGENCE.** If the leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

**INDEMNIFICATION.** Tenant shall indemnify City and hold City harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by Tenant, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of City.

3. **CONTINGENCIES.** This contract and the lease are contingent upon the following matters and construction will not begin until such contingencies are met or waived:

(A) City must approve the plans, specifications, and the contractor, which approval will not be unreasonably withheld.

(B) The contractor must provide City with a payment and performance bond pursuant to Section 255.05, Florida Statutes, or alternative form of security acceptable to City. This contingency may be waived by City.

(C) An FAA 7460 Airspace study must be completed and its results must be acceptable to City.

(D) The FAA must approve this contract and the Lease Agreement or waive approval.

4. **MISCELLANEOUS.**

(A) **DEFAULT.** In any action brought by either party for the enforcement of the obligations of Tenant, including an action to establish the right to indemnification, the prevailing party shall be

entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.

(B) **JURISDICTION AND VENUE**. The parties understand and agree that this contract and the lease were both negotiated, entered into, and are to be performed in Highlands County, Florida. All issues will be governed by Florida Law.

(C) **PERMITS**. City will apply for all governmental permits required for construction of the Improvements.

(D) **COMMENCEMENT**. If all contingencies have not been met or waived or if the construction contract is not entered into and construction commenced within thirty (30) days from the date of this Agreement, then and in that event, this Agreement and the Lease may be terminated by either party and Tenant will have no further interest in or right to the Property.

(E) **SURVIVAL**. All terms of this Agreement will survive its closing.

(F) **NON-SEVERABILITY**. Parties agree that the terms and conditions set out herein are not severable and separate, and the unenforceability of any specific terms or conditions will affect the validity of the other terms and conditions set forth herein unless waived by both parties.

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

(H) **MULTIPLE ORIGINALS**. This agreement is executed in multiple copies, each copy of which shall be deemed an original.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered in the presence of:

**LANDLORD: CITY OF ARCADIA**, a Florida municipal corporation

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

By: \_\_\_\_\_  
Judy Wertz-Strickland, Mayor

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

Attest: \_\_\_\_\_  
Penny Delaney, City Clerk

(Corporate Seal)

Signed, sealed and delivered in the presence of:

**TENANT: FRIENDS OF ARCADIA AIRPORT INC.**, a Florida non-profit corporation

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

By: \_\_\_\_\_  
George Chase, as its President

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

Attest: \_\_\_\_\_  
Dave Hutchinson, as its Secretary

(Corporate Seal)

**Exhibits:**

- A. Property Sketch showing dimensions.
- B. Property Sketch showing site elevations.
- C. Lease Agreement.
- D. Preliminary Plans.



leg A 683 ft.  
leg B 174ft.  
leg C 278 ft.  
leg D 606 ft.

taxi to site

EMS Staging Area

Unit A-1

overflow tie down area

portables

pilot shelter

fire hub

Fly-In/Camp-Out Center

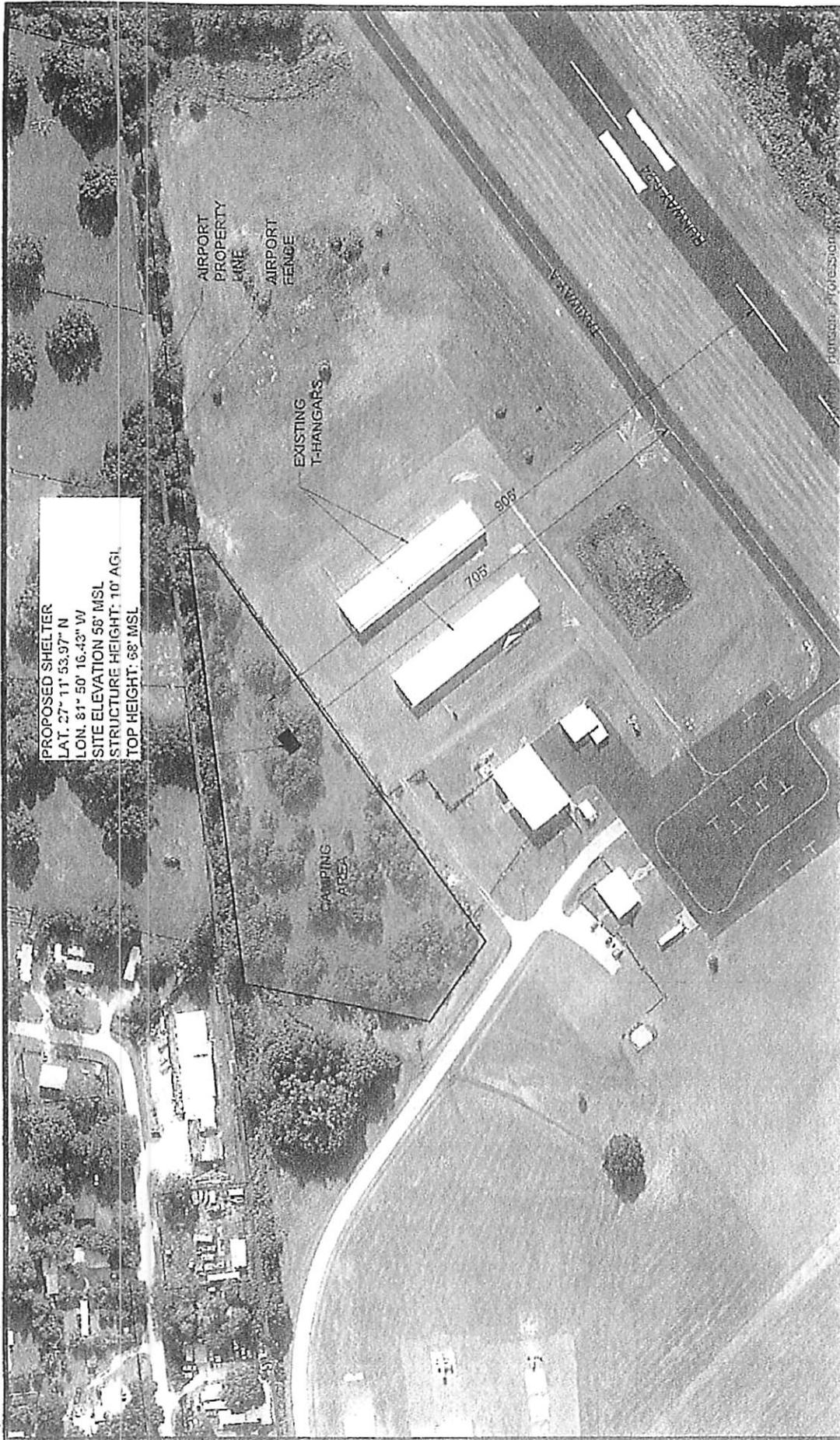
A

B

C

D

09/23/2011 10:42 AM 11/26/11  
C:\Users\jason\Documents\7460 Exhibit 1.dwg



PROPOSED SHELTER  
LAT. 27° 11' 53.97" N  
LON. 81° 50' 16.43" W  
SITE ELEVATION 58' MSL  
STRUCTURE HEIGHT: 10' AGI  
TOP HEIGHT: 68' MSL

7460 EXHIBIT

X06 ARCADIA MUNICIPAL AIRPORT  
ARCADIA, FLORIDA

EXHIBIT 1



Crossroads Sheds  
"Where Service meets Quality"

8 W. Hickory St.  
Arcadia, FL 34266  
Peter Miller  
acesheds@yahoo.com

(863) 494-1678

# USA BUILDINGS

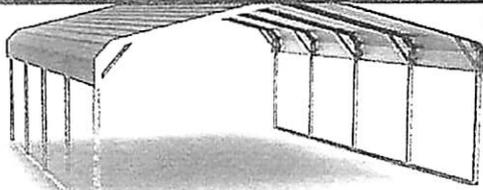
## STANDARD CARPORTS

Prices valid for: FL

### 145 MPH & 160 MPH See Reverse Side

#### Boxed Eave Style

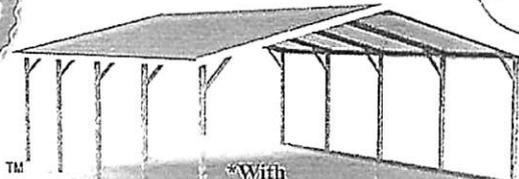
#### Vertical Roof Style



Pricing for top only 5' legs

12x21 \$695	18x21 \$795	20x21 \$1095	22x21 \$1295	24x21 \$1495
12x26 \$995	18x26 \$1195	20x26 \$1395	22x26 \$1695	24x26 \$1895
12x31 \$1295	18x31 \$1395	20x31 \$1695	22x31 \$1995	24x31 \$2295
12x36* \$1495	18x36* \$1595	20x36 \$1995	22x36* \$2295	24x36* \$2695
12x41* \$1695	18x41* \$1895	20x41* \$2295	22x41* \$2695	24x41* \$3095

BY YOUR  
**FREE  
INSTALLATION!**  
LEVEL LAND



\*With horizontal roof 6' legs



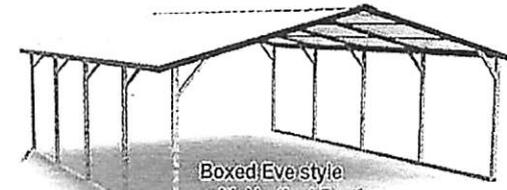
**Beckers**  
**Paint**  
20 Year Limited\*  
Warranty on  
Roofing  
Materials -Not\*  
available for  
reg. and box  
style longer  
than 31'

12x21 \$795	18x21 \$895	20x21 \$1195	22x21 \$1395	24x21 \$1695
12x26 \$1095	18x26 \$1295	20x26 \$1495	22x26 \$1795	24x26 \$2095
12x31 \$1395	18x31 \$1595	20x31 \$1795	22x31 \$2095	24x31 \$2495
12x36* \$1595	18x36* \$1795	20x36* \$2095	22x36* \$2395	24x36* \$2895
12x41* \$1895	18x41* \$2095	20x41* \$2495	22x41* \$2895	24x41* \$3295

M.H. Anchors  
or Concrete  
Anchors  
included.



We Accept



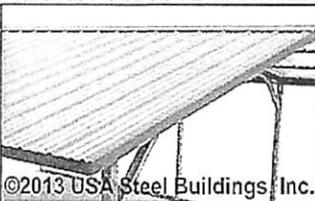
Boxed Eave style  
with Vertical Roof.

6' legs

12x21 \$1145	18x21 \$1245	20x21 \$1545	22x21 \$1745	24x21 \$1945
12x26 \$1545	18x26 \$1745	20x26 \$1945	22x26 \$2245	24x26 \$2445
12x31 \$1945	18x31 \$2045	20x31 \$2345	22x31 \$2645	24x31 \$2945
12x36 \$2245	18x36 \$2345	20x36 \$2745	22x36 \$3045	24x36 \$3445
12x41 \$2645	18x41 \$2845	20x41 \$3245	22x41 \$3645	24x41 \$4045

130 MPH STANDARD FEATURES INCLUDE: 14 GAUGE FRAME - 29G ROOFING AND SIDING - BOWS 5' ON CENTER OR LESS - BRACES ON LEGS FOR ADDED STRENGTH, CENTER BRACES

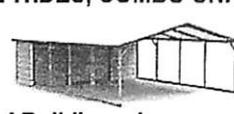
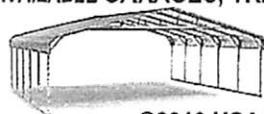
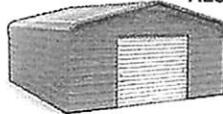
Vertical Roof Detail



©2013 USA Steel Buildings, Inc.

Visit us online @ [www.usabuildings.com](http://www.usabuildings.com)

ALSO AVAILABLE GARAGES, TRIPLE WIDES, COMBO UNITS, BARNs, & CUSTOM UNITS



©2013 USA Steel Buildings, Inc.

"ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE"

- Lot must be level and Clear of obstacles

Financing Available

\*Note: frame lengths are 20', 25', 30', etc., horizontal roofs have 6" overhang front and back, optional vertical roofs have no overhang front or back. 9/13



BARN RED CLAY EARTH BROWN EVERGREEN PEBBLE BEIGE PEWTER GRAY SANDSTONE SLATE BLUE RAWHIDE WHITE

Crossroads Sheds

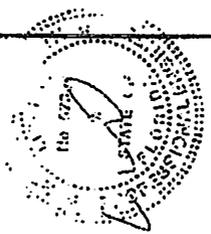
494 1678



1114 S. 10th Street  
 Dept. 1, Lynch, B.C.  
 Lynchburg, VA 24501  
 (804) 528-1111 Fax

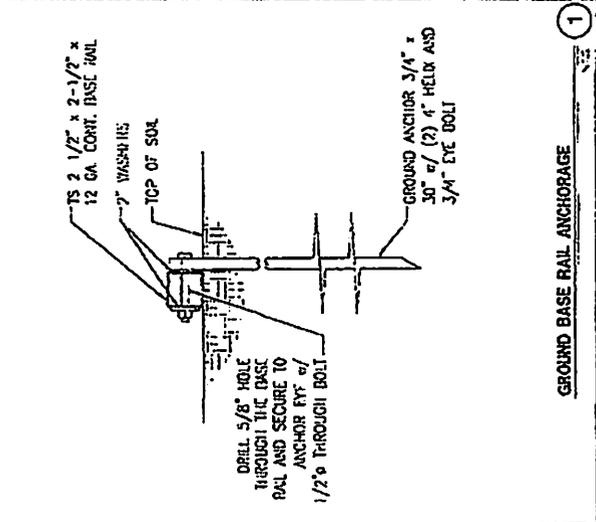
DATE ISSUED: 10/20/88  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 APPROVED BY: J. B. BROWN

DESIGNED EXCLUSIVELY FOR:  
 USA STEEL BUILDINGS, INC.  
 10880 PANGY GAP HIGHWAY  
 CHINA VA 23017  
 (804) 678-8585

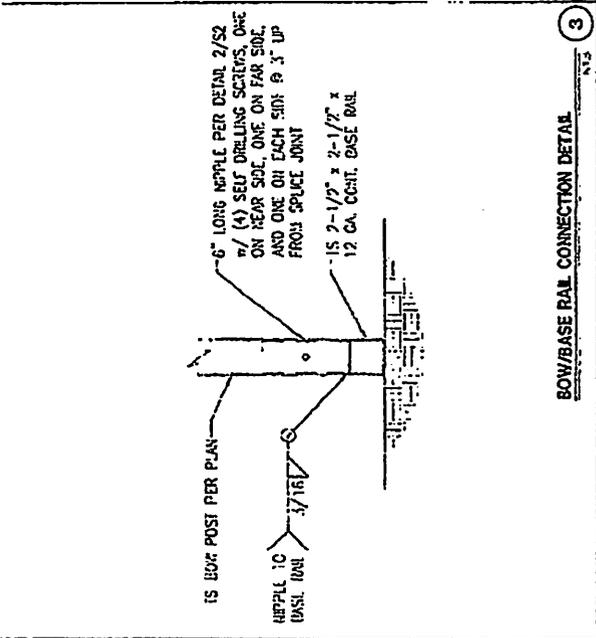


ANCHORAGE DETAILS  
 STANDARD CARPORT  
 WITH OPTIONS

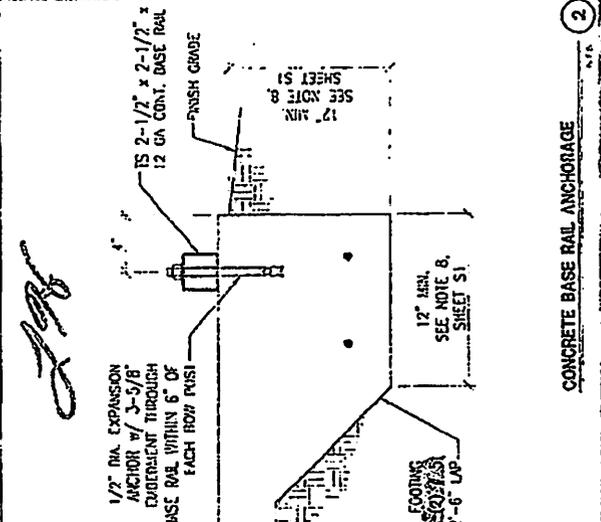
U1332-001-111  
 S3  
 REV 10



1 GROUND BASE RAIL ANCHORAGE



2 BOW/BASE RAIL CONNECTION DETAIL



3 CONCRETE BASE RAIL ANCHORAGE

CONCRETE SHALL HAVE A MIN. SPECIFIED COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.

COVER OVER REINFORCING SHALL BE 3" IN FOUNDATION WHERE THE CONCRETE IS CAST AGAINST AND PERMANENTLY IN CONTACT WITH THE EARTH OR EXPOSED TO THE EARTH OR WEATHER AND 1-1/2" ELSEWHERE.

REINFORCING STEEL SHALL BE A603 OR A603 GRAD 40 GALVANIZED METAL ACCESSORIES FOR USE IN EXTERIOR WALL CONSTRUCTION AND NOT DIRECTLY EXPOSED TO THE WEATHER SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A 153, CLASS B-2. METAL PLATE CONNECTORS, SCREWS AND NAILS EXPOSED DIRECTLY TO THE WEATHER SHALL BE STAINLESS STEEL OR HOT DIPPED GALVANIZED.

REINFORCEMENT MAY BE BENT IN THE SHOP OR THE FIELD PROVIDED:

1. ALL BENT REINFORCEMENT IS BENT COLD
2. THE DIAMETER OF THE BEND, MEASURED ON THE INSIDE OF THE BEND, IS NOT LESS THAN SIX BAR DIAMETERS
3. REINFORCEMENT PARALLEL TO THE FACE OF CONCRETE SHALL NOT BE BENT AT A FIELD JOINT. EXCEPTION WHERE BENDING IS NECESSARY TO ALIGN DOVEL BARS WITH A VERTICAL CELL, BARS PARTIALLY EMBEDDED IN CONCRETE SHALL BE LIMITED TO BE BENT AT A SLOPE OF NOT MORE THAN 1" OF HORIZONTAL DISPLACEMENT TO 6" OF VERTICAL BAR LENGTH.

# AGENDA No. 5



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: August 18, 2015

---

DEPARTMENT: Finance  
SUBJECT: Request to transfer Airport Fund Balance of \$16,800 to Airport Equipment Account

---

**RECOMMENDED MOTION:** Motion to approve transfer of \$16,800 from Airport Fund Balance to Airport Equipment Account

---

SUMMARY:

---

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FISCAL IMPACT:  Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: 8/7/2015  
City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_  
City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

---

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

**TO:** City Council  
**FROM:** Finance Department, Beth Carsten  
**DATE:** August 7, 2015  
**SUBJECT:** Request to transfer Airport Fund Balance

Request: To transfer \$16,800 from Airport Fund Balance to the Airport Equipment Account to be used to pay the City's portion (50%) of the Fuel Farm Repairs as stated in the FBO Lease.

**Fund Balance:**

111,902.00 – Airport Fund Balance as of 12/13 Audit  
17,189.37 – Amount expected to be added to Airport Fund Balance for 2013-14  
129,091.37 – Current estimated Airport Fund Balance  
16,800.00 – Less amount of transfer request above  
112,291.37 – Fund Balance if request granted

# AGENDA No. 6



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date:

August 18, 2015

DEPARTMENT: Administration  
SUBJECT: Approval of Small Communities Outreach Program Grant application

**RECOMMENDED MOTION: Motion to approve submittal of the application for the State of Florida Small Communities Outreach Program Grant, SCOP**

**SUMMARY:** The SCOP is a no local match required grant opportunity for small communities to provide funding assistance for paving unpaved roads, repaving streets, bridge repair and road related drainage projects. We just recently received information on this grant and the application deadline is August 17, 2015. In order to meet the application deadline the City Administrator will be submitting the grant application prior to actual council approval. Should council decide not to approve this request, the application will be withdrawn.

**FISCAL IMPACT:** This grant would of course increase the city's budget but the increased cost for doing the projects is offset by the revenue from the grant.

Capital Budget

Operating

Other

**ATTACHMENTS:**  Ordinance  Resolution  Budget  Other

Department Head:  
Finance Director (As to Budget Requirements)

Date: 7/30/15

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart

Date: 8/10/15

**COUNCIL ACTION:**  Approved as Recommended  Disapproved  
 Tabled Indefinitely  Tabled to Date Certain \_\_\_\_\_  Approved with Modifications



## *Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

July 17, 2015

Interim City Administrator Elizabeth Carsten  
P.O. Box 1000  
Arcadia, Florida 34265-1000

Re: Small County Outreach Program (SCOP) Specific Appropriation for Rural Areas of Opportunity

Dear Interim City Administrator Carsten,

Section 7 of Chapter 2014-169, Laws of Florida, amended the Small County Outreach Program (SCOP) to allow municipalities and communities in Rural Areas of Opportunity (*formerly known as Rural Areas of Critical Economic Concern*) to request funding for qualifying projects under the Small County Outreach Program (SCOP).

The specific appropriation in fiscal year 2015-16 statewide is \$9 million. This \$9 million appropriation is outside the normal SCOP funding. Additionally, no local match is required since the department is authorized to pay up to 100 percent of project costs for qualifying projects. If your municipality or community submitted an application for projects in FY 2014-15 that were not awarded funds, you are greatly encouraged to reapply for the project(s) in this year's application cycle.

The purpose of SCOP funding is to assist in repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads, or constructing capacity or safety improvements to county roads. Under the statutory change, municipalities within a Rural Area of Opportunity or a community designated under Section 288.0656(7)(a), F.S., as a Rural Area of Opportunity may now compete for additional project funding using the criteria listed in Section 339.2818(4)F.S., for SCOP and may apply these funds to county and city roads meeting the eligibility criteria.

In assisting the Department in identifying eligible projects, your municipality or community should evaluate the projects for funding as provided in 339.2818(4), F.S. (**Attachment A**). Projects selected for funding by the department will be considered using the same evaluation criteria.

FY 2015-16 SCOP RAO Community Application Letter  
July 17, 2015

**Attachment B** includes the application letter requirements that should be completed and submitted by **August 17, 2015**. Applications may be submitted electronically to the email [jamie.depriest@dot.state.fl.us](mailto:jamie.depriest@dot.state.fl.us) or by mail to the following address:

SCOP Municipal Application  
Attention: Lorraine Moyle, Program Management Office  
Florida Department of Transportation  
605 Suwannee Street, M.S. 75  
Tallahassee, FL 32399

A separate application letter must be submitted for each project. Due to limited availability of funds associated with this program, you are encouraged to only apply for your municipality's number one priority project. Project selection will occur in September and selected projects will be included in the Fiscal Year 2015-16 Work Program.

Once a project is selected for the Work Program, the municipality will need to enter into a SCOP Agreement with the Department. The Department recommends that for county roads, the County oversee the design and construction work on the project via a SCOP Agreement on behalf of the municipality. The County in which each municipality eligible for this program is located has also received a copy of this application letter for information purposes, as indicated in **Attachment C**. In some cases, the Department is authorized to administer contracts on behalf of the municipality selected to receive funding under this program.

If you have any questions regarding this funding opportunity, please contact me at (850) 414-4383 or by email at [lorraine.moyle@dot.state.fl.us](mailto:lorraine.moyle@dot.state.fl.us) or Jamie DePriest, Local Program Specialist at (850) 414-4752 or by email at [jamie.depriest@dot.state.fl.us](mailto:jamie.depriest@dot.state.fl.us).

Sincerely,



Lorraine Moyle  
State Local Programs Administrator

Attachments A, B and C

CC:

DeSoto County  
FDOT District 1 Transportation Development Director  
FDOT District 1 Program Management Administrator

**Attachment A**

**SCOP RURAL AREAS OF OPPORTUNITY (RAO) COMMUNITY PROJECT ELIGIBILITY  
and EVALUATION CRITERIA**

**ELIGIBILITY CRITERIA:** To be considered for SCOP RAO Community funding, a project must satisfy the following minimum requirements:

- The transportation facility must be within a Municipality in a Rural Area of Opportunity designated under s. 288.0656(7)(a), F.S.
- The transportation facility must be within a Rural Area of Opportunity Community designated under s. 288.0656(7)(a), F.S.
- The transportation facility must be publically owned and maintained.
- The proposed project is for repair or rehabilitation of county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county or municipal roads, or constructing capacity or safety improvements to county or municipal roads.
- The proposed project is consistent with the long range transportation plan of the local MPO if applicable, and to the maximum extent feasible with any local comprehensive plan.

**EVALUATION CRITERIA:** The Department will consider the following criteria for evaluating projects:

The following criteria in s. 339.2818(4)(c), F.S., is used to prioritize road projects for funding under SCOP and should be used to evaluate the community project:

1. The primary criterion is the physical condition of the road as measured by the department.
2. As secondary criteria the department may consider:
  - a. Whether a road is used as an evacuation route.
  - b. Whether a road has high levels of agricultural travel.
  - c. Whether a road is considered a major arterial route.
  - d. Whether a road is considered a feeder road.
  - e. Information as evidenced to the department through an established pavement management plan.
  - f. Other criteria related to the impact of a project on the public road system or on the state or local economy as determined by the department.

**Attachment B**

**SCOP RURAL AREAS OF OPPORTUNITY (RAO) COMMUNITY APPLICATION LETTER  
CONTENTS**

Please be sure that your application letter for funding through the SCOP RAO Community Program includes the following:

- Contact information including name, telephone, email and physical address of applicant.
- Name of municipality or community meeting the criteria of Section 288.0656(7)(a), F.S. as a Rural Area of Opportunity
- Indicate whether a SCOP RAO Community Application Letter was submitted in FY 2014-15 for this project.
- Complete description of project, with project location map, and detailed description of how the project meets the eligibility and evaluation criteria identified below.

Indicate all items that apply to proposed project:

- Repair/rehabilitate County bridge
- Pave unpaved road
- Road related drainage improvements
- Resurface County or Municipal road
- Reconstruct County or Municipal road
- Construct capacity improvement on County or Municipal Road
- Construct safety improvement on County or Municipal Road

Please provide a short explanation of the evaluation criteria if applicable (address all the criteria that apply).

- The project is on the county or municipal road system.
  - The road is used as an evacuation route.
  - The road has high levels of agricultural travel.
  - The road is considered a major arterial route.
  - The road is considered a feeder road.
  - The road has been kept in satisfactory condition which is evidenced through an established pavement management plan.
- Road number and any local name

FY 2015-16 SCOP RAO Community Application Letter  
July 17, 2015

- FDOT Roadway ID number, Beginning Mile Post (MP), Ending MP, number of lanes (improved/unimproved), existing lane width, proposed lane width.
- Provide details of scope of work, project costs and project phasing, if applicable; an accounting of expenditures of the project (by phasing, if applicable) and schedule of project development (by phase, if applicable).
- Provide certification that the project is consistent with any long range transportation plan of the local MPO if applicable, and any local government comprehensive plan.
- Provide any other relevant information necessary to assure compliance with the eligibility requirements and to meet the evaluation criteria.
- Indicate whether the County or the Municipality will manage Design and Construction of the proposed project. A project management plan by the Department may be required at a later date.
- Signature of the chief fiscal officer of the county or municipality making the application.

**Attachment C**

**LIST OF RURAL AREAS OF OPPORTUNITY (RAO) MUNICIPALITIES AND COMMUNITIES**

County	Municipality
Baker	Glen St. Mary
	Macclenny
Bradford	Brooker
	Hampton
	Lawtey
	Starke
Calhoun	Altha
	Blountstown
Columbia	Fort White
	Lake City
DeSoto	Arcadia
Dixie	Cross City
	Horseshoe Beach
Franklin	Apalachicola
	Carrabelle
Gadsden	Chattahoochee
	Greensboro
	Gretna
	Havana
	Midway
	Quincy
Gilchrist	Bell
	Fanning Springs (part)
	Trenton
Glades	Moore Haven
Gulf	Port St. Joe
	Wewahitchka
Hamilton	Jasper
	Jennings
	White Springs
Hardee	Bowling Green
	Wauchula
	Zolfo Springs

County	Municipality	
Hendry	Clewiston	
	LaBelle	
Highlands	Avon Park	
	Lake Placid	
	Sebring	
Holmes	Bonifay	
	Esto	
	Noma	
	Ponce de Leon	
	Westville	
	Jackson	Alford
	Bascom	
	Campbellton	
	Cottdale	
	Graceville	
	Grand Ridge	
	Greenwood	
	Jacob City	
	Malone	
	Marianna	
	Sneads	
Jefferson	Monticello	
Lafayette	Mayo	
Levy	Bronson	
	Cedar Key	
	Chiefland	
	Fanning Springs (part)	
	Inglis	
	Otter Creek	
	Williston	
	Yankeetown	
	Liberty	Bristol
	Madison	Greenville

County	Municipality
	Lee
	Madison
Okeechobee	Okeechobee
Putnam	Crescent City
	Interlachen
	Palatka
	Pomona Park
	Welaka
Suwannee	Branford
	Live Oak
Taylor	Perry
Union	Lake Butler
	Raiford
	Worthington Springs
Wakulla	St. Marks
	Sopchoppy
Washington	Caryville
	Chipley
	Ebro
	Vernon
	Wausau
<b>County</b>	<b>Community</b>
Collier	Immokalee
Palm Beach	Belle Glade
	Pahokee
	South Bay
Walton	Freeport

Source: WP Instructions FY 2016

# DEPARTMENT REPORTS

CITY OF ARCADIA  
SUMMARY OF ALL FUNDS  
AS OF AUGUST 7, 2015

**REVENUES:**

<b>FUND:</b>	<b>BUDGETED REVENUE</b>	<b>ACTUAL REVENUE</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>GENERAL FUND:</b>	4,638,357	3,671,641	966,896	79.2%
<b>SM. CTY SURTAX/ CAP IMP.:</b>	472,806	321,744	151,062	68.0%
<b>CDBG - BRIDLE PATH</b>	820,123	567,961	252,162	69.3%
<b><u>ENTERPRISE FUNDS:</u></b>				
<b>WATER/SEWER FUND:</b>	4,283,510	3,347,257	936,253	78.1%
<b>SOLID WASTE FUND:</b>	773,626	660,663	112,963	85.4%
<b>AIRPORT FUND:</b>	205,400	53,495	154,560	26.0%
<b>TOTAL ALL FUNDS:</b>	<b>11,193,823</b>	<b>8,622,761</b>	<b>2,573,896</b>	<b>77.0%</b>

**EXPENSES**

<b>FUND:</b>	<b>BUDGETED EXPENSES</b>	<b>ACTUAL EXPENSES</b>	<b>REMAINING</b>	<b>% USED</b>
<b>GENERAL FUND:</b>	4,638,357	3,563,098	1,075,259	76.8%
<b>SM. CTY SURTAX/ CAP IMP.:</b>	472,806	242,917	229,890	51.4%
<b>CDBG - BRIDLE PATH</b>	820,123	738,221.50	81,901.58	90.0%
<b><u>ENTERPRISE FUNDS:</u></b>				
<b>WATER/SEWER FUND:</b>	4,283,510	2,594,655	1,688,855	60.6%
<b>SOLID WASTE FUND:</b>	773,626	582,733	190,893	75.3%
<b>AIRPORT FUND:</b>	205,400	252,844	(47,444)	123.1%
<b>TOTAL ALL FUNDS:</b>	<b>11,193,823</b>	<b>7,974,469</b>	<b>3,219,355</b>	<b>71.2%</b>

CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 7, 2015

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
<b>AD VALORUM TAXES</b>				
Ad Valorem Taxes - Current	1,463,069	1,405,298	57,771	96.1%
Ad Valorem Taxes - Delinquent	-	-	-	0.0%
Interest on AD Valorem Tax	-	59	(59)	100.0%
Tax Certificate Sales	-	111,105	(111,105)	0.0%
<b>Total AD Valorem Taxes</b>	<b>1,463,069</b>	<b>1,516,461</b>	<b>(53,392)</b>	<b>103.6%</b>
<b>SALES &amp; USE TAX</b>				
State Shared Sales Tax	-	-	-	0.0%
State Local Option Fuel Tax New (1-5 Cent Tax)	85,080	58,590	26,490	68.9%
State Local 9th Cent Gas Tax	-	-	-	0.0%
State Shared Business Tax	-	-	-	0.0%
Gas Tax 5 & 6 Cents (1-6 Cent Tax)	173,407	118,351	55,056	68.3%
<b>Total Sales &amp; Use Tax</b>	<b>258,487</b>	<b>176,940</b>	<b>81,547</b>	<b>68.5%</b>
<b>FRANCHISE FEES</b>				
Electricity Franchise	400,000	285,056	114,944	71.3%
Gas Franchise	-	-	-	0
<b>Total Franchise Fees</b>	<b>400,000</b>	<b>285,056</b>	<b>114,944</b>	<b>71.3%</b>
<b>UTILITY SERVICE TAX (PST)</b>				
Electricity Utility Tax	300,000	269,931	30,069	90.0%
Water Utility Tax	107,000	110,715	(3,715)	103.5%
Gas Utility Tax	20,000	10,912	9,088	54.6%
Communications Service Tax	242,011	166,131	132,275	68.6%
<b>Total Utility Service Tax</b>	<b>669,011</b>	<b>557,688</b>	<b>167,717</b>	<b>83.4%</b>
<b>OTHER GENERAL TAXES</b>				
Local Business Tax Receipts	40,000	37,057	2,943	92.6%
Residential Rental Permits	-	-	-	0.0%
Police And Fire Ins.	-	-	-	0.0%
<b>Total Other General Taxes</b>	<b>40,000</b>	<b>37,057</b>	<b>2,943</b>	<b>92.6%</b>
<b>OTHER REVENUES</b>				
Cemetary Lots	12,500	8,580	3,920	68.6%
<b>Total Other Revenues</b>	<b>12,500</b>	<b>8,580</b>	<b>3,920</b>	<b>68.6%</b>
<b>BUILDING PERMITS</b>				
Building Permits	8,000	7,085	915	88.6%
Electrical Permits	-	-	-	0.0%
Plumbing Permits	-	-	-	0.0%
<b>Total Building Permits</b>	<b>8,000</b>	<b>7,085</b>	<b>915</b>	<b>88.6%</b>

CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 7, 2015

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
<b>OTHER LICENSES &amp; PERMITS</b>				
Zoning Fees	2,750	-	2,750	0.0%
Maps	-	-	-	0.0%
Other Licenses & Permits	4,000	5,630	(1,630)	140.8%
Garage Permits	-	-	-	0.0%
Right of Way Permit Fees	-	-	-	0.0%
<b>Total Other Licenses &amp; Permits</b>	<b>6,750</b>	<b>5,630</b>	<b>1,120</b>	<b>83.4%</b>
<b>FEDERAL GRANTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204	13,174	16,030	45.1%
Rural Investigation Grant	-	-	-	0.0%
Dept. of Justice Taser Grant	-	-	-	0.0%
JAGC 2015-DESCO-2 R3-097 GRANT	-	5,310	(5,310)	0.0%
<b>Total Federal Grants</b>	<b>29,204</b>	<b>18,484</b>	<b>10,720</b>	<b>63.3%</b>
<b>STATE GRANTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Dept. of Transportation US 17 Widening	-	-	-	0.0%
Dept. of Economic OPP Planning Grant	25,000	-	25,000	0.0%
Hurricane Grant	-	-	-	0.0%
<b>Total State Grants</b>	<b>25,000</b>	<b>-</b>	<b>25,000</b>	<b>0.0%</b>
<b>STATE SHARED REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
State Half Cents Sales Tax	251,909	178,872	73,037	71.0%
State Shared Motor Fuel	70,839	56,196	37,893	80.6%
State Shared Sales Tax	195,272	157,379	(163)	106.5%
Mobile Home License	2,500	2,663	(163)	106.5%
Alcoholic Beverage Licenses	3,300	3,195	105	96.8%
State Shared Business Tax	-	-	-	0.0%
State of FL Lighting Maintenance Agreement	43,202	43,202	-	100.0%
State of FL Traffic Light Maintenance Agreement	23,411	23,411	-	100.0%
State of FL Pension Contribution	-	-	-	0.0%
<b>Total State Shared Revenues</b>	<b>590,433</b>	<b>464,918</b>	<b>110,709</b>	<b>78.7%</b>
<b>SHARED REVENUES FROM LOCAL UNITS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
School Guard Crossing - School Board	18,000	8,670	9,330	48.2%
DeSoto County Business Tax	1,500	705	795	100.0%
<b>Total Shared Revenue from Local Units</b>	<b>19,500</b>	<b>9,375</b>	<b>10,125</b>	<b>48.1%</b>

CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 7, 2015

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
<b>PUBLIC SERVICE REVENUE</b>				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	236,000	-	236,000	0.00%
Fire Inspection Fee (OL)	-	-	-	0.00%
Accident Reports	450	1,024	(574)	227.56%
Code Enforcement Fees	1,000	-	1,000	0.00%
<b>Total Public Safety Revenue</b>	<b>237,450</b>	<b>1,024</b>	<b>236,426</b>	<b>0.43%</b>
<b>CULTURE/RECREATION</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>GOLF COURSE &amp; PRO SHOP</b>				
Golf Course Green Fees	107,063	54,807	52,256	51.2%
Cart Rentals	120,569	76,561	44,008	63.5%
Golf Course Membership Fees	126,961	92,752	34,209	73.1%
Pro Shop & Food and Beverage	60,000	54,007	5,993	90.0%
<b>Total Golf Course &amp; Pro Shop</b>	<b>414,593</b>	<b>278,127</b>	<b>136,466</b>	<b>67.1%</b>
<b>Other Culture / Recreation</b>				
Rent Fees for Speer Center	1,000	735	265	73.5%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
<b>Total Other Culture / Recreation</b>	<b>1,000</b>	<b>735</b>	<b>265</b>	<b>73.5%</b>
<b>Total Culture / Recreation</b>	<b>415,593</b>	<b>278,862</b>	<b>136,731</b>	<b>67.1%</b>
<b>FINES &amp; FORFEITURES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Court Fines	23,000	18,345	4,655	79.8%
Police Education	-	-	-	0.0%
Misc Charges for Services	2,500	8,641	(6,141)	345.7%
Taxi Application Fees	4,000	2,855	1,145	71.4%
Parking Violations	500	480	20	0.0%
Towing Fees	-	-	-	0.0%
Impound		8,604		
Confiscated and Restitution (from Law Enforcement Trust)	-	18,000	-	0.0%
<b>Total Fines and Forfeitures</b>	<b>30,000</b>	<b>56,925</b>	<b>(321)</b>	<b>189.7%</b>
<b>INTEREST EARNINGS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Law Enforcement Trust Income	-	-	-	0.0%
Other Interest	250	252	(2)	100.7%
Unrealized Gain	-	-	-	0.0%
Bond Interest	-	-	-	0.0%
<b>Total Interest Earnings</b>	<b>250</b>	<b>252</b>	<b>(2)</b>	<b>100.7%</b>

CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 7, 2015

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
<b>RENTS &amp; ROYALTIES</b>				
Mobile Home Park Rent	194,000	172,912	21,088	89.1%
Mobile Home Park Laundry	850	1,016	(166)	119.5%
<b>Total Rents &amp; Royalties</b>	<b>194,850</b>	<b>173,928</b>	<b>20,922</b>	<b>89.3%</b>
<b>SALES/COMP FOR LOSS OF FIXED ASSET</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Sale of Fixed Asset	-	1,200	-	-
<b>SALE OF SURPLUS MATERIALS/SCRAP</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Sale of Surplus Materials	5,000	273	4,727	5.5%
<b>Total Sale of Surplus Materials</b>	<b>5,000</b>	<b>273</b>	<b>4,727</b>	<b>5.5%</b>
<b>CONTRIBUTIONS/DONATIONS FROM PRIVATE</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Miscellaneous Donations -Police		53,800		
Jim Space Foundation Donation		1,500		
<b>Total Contributions/ Donations from Private</b>		<b>55,300</b>		
<b>OTHER MISC REVENUE</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Copies - City Hall	46	396	(350)	864.8%
Copies - Police Station	-		-	0.0%
Miscellaneous	500	1,571	(1,071)	314.3%
Miscellaneous Refunds	-	149	(149)	0.0%
Special Detail APD		3,885		
Shop With A Cop	-	10,695	-	0.0%
Housing Authority Prior Payment	-	-	-	0.0%
<b>Total Other Misc Revenue</b>	<b>546</b>	<b>16,697</b>	<b>(1,570)</b>	<b>72.50%</b>
<b>CONTRIBUTION FROM OTHER FUNDS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Transfer from Water (Loan)	173,000	-	173,000	0.0%
<b>Total Contribution from Other Funds</b>	<b>173,000</b>	<b>-</b>	<b>173,000</b>	<b>0.0%</b>
<b>FUND BALANCE</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Fund Balance	59,714	-	59,714	0.0%
<b>TOTAL GENERAL FUND REVENUES</b>	<b>4,638,357</b>	<b>3,671,461</b>	<b>966,896</b>	<b>79.2%</b>

CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF AS OF AUGUST 7, 2015

<b>LEGISLATIVE/COUNCIL EXPENSES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	22,932	20,121	2,811	87.7%
Operating Expenses	52,414	35,435	16,979	67.6%
<b>TOTAL LEGISLATIVE/COUNCIL</b>	<b>75,346</b>	<b>55,556</b>	<b>19,790</b>	<b>73.7%</b>

<b>RETIREE &amp; COUNCIL RETIREES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	55,100	62,439	(7,339)	113.3%

<b>EXECUTIVES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	196,836	176,429	20,407	89.6%
Operating Expenses	24,975	19,120	5,855	76.6%
<b>TOTAL EXECUTIVE</b>	<b>221,811</b>	<b>195,549</b>	<b>26,262</b>	<b>88.2%</b>

<b>FINANCIAL &amp; ADMINISTRATIVE</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	115,292	66,961	48,331	58.1%
Operating Expenses	37,595	45,140	(7,545)	120.1%
<b>TOTAL FINANCE &amp; ADMINISTRATIVE</b>	<b>152,887</b>	<b>112,101</b>	<b>40,787</b>	<b>73.3%</b>

<b>LEGAL COUNCIL</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Professional Services	70,100	56,321	13,779	80.3%
Other Legal Services	30,000	560	29,440	1.9%
<b>TOTAL LEGAL COUNCIL</b>	<b>100,100</b>	<b>56,881</b>	<b>43,219</b>	<b>56.8%</b>

<b>COMPREHENSIVE (COMMUNITY DEVELOPMENT)</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	82,058	57,934	24,124	70.6%
Operating Expenses	69,811	26,441	43,370	37.9%
<b>TOTAL COMPREHENSIVE</b>	<b>151,869</b>	<b>84,374</b>	<b>67,494</b>	<b>55.6%</b>

<b>ELECTIONS</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Operating Expenses	4,000	-	4,000	0.0%
<b>TOTAL OTHER GOVERNMENTAL SERVICES</b>	<b>4,000</b>	<b>-</b>	<b>4,000</b>	<b>0.0%</b>

CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
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<b>OTHER GOVERNMENT SERVICES</b>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,000	15,914	2,086	88.4%
Operating Expenses	124,596	120,181	4,415	96.5%
Contingency	600,000	-	600,000	0.0%
<b>TOTAL OTHER GOVERNMENTAL SERVICES</b>	<b>742,596</b>	<b>136,095</b>	<b>606,501</b>	<b>18.3%</b>

<b>LAW ENFORCEMENT</b>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	1,122,792	1,076,960	45,832	95.9%
Operating Expenses	213,582	139,680	73,902	65.4%
Capital Outlay		57,161	-	
<i>(Budget Amendment to be completed to transfer budget amounts from Donations &amp; Surtax)</i>				
<b>TOTAL LAW ENFORCEMENT</b>	<b>1,336,374</b>	<b>1,273,801</b>	<b>119,734</b>	<b>95.3%</b>

<b>VICTIMS OF CRIMES GRANT</b>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	40,999	37,202	3,797	90.7%
<b>TOTAL VICTIMS OF CRIMES GRANT</b>	<b>40,999</b>	<b>37,202</b>	<b>3,797</b>	<b>90.7%</b>

<b>POLICE EQUIPMENT GRANT</b>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
JAGC-2014 ES-158	-	10,620		0.0%
<b>TOTAL POLICE EQUIPMENT GRANT</b>	<b>-</b>	<b>10,620</b>		<b>0.0%</b>

<b>SCHOOL CROSSING GUARD</b>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,829	13,715	5,115	72.8%
Operating Expenses	375	-	375	100.0%
<b>TOTAL SCHOOL CROSSING GUARD</b>	<b>19,204</b>	<b>13,715</b>	<b>5,490</b>	<b>71.4%</b>

<b>SHOP WITH A COP EXPENSES</b>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses		9,373		100.0%
<b>TOTAL SCHOOL CROSSING GUARD</b>	<b>-</b>	<b>9,373</b>		<b>100.0%</b>

CITY OF ARCADIA  
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<b>FIRE CONTROL</b>					
<b>ACCOUNTS</b>		<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Operating Expenses		316,000	289,713	26,287	91.7%
<b>TOTAL FIRE CONTROL</b>		<b>316,000</b>	<b>289,713</b>	<b>26,287</b>	<b>91.7%</b>

<b>CEMETERY</b>					
<b>ACCOUNTS</b>		<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses		43,389	41,080	2,309	94.7%
Operating Expenses		7,073	4,650	2,423	65.7%
<b>TOTAL CEMETERY</b>		<b>50,463</b>	<b>45,730</b>	<b>4,732</b>	<b>90.6%</b>

<b>STREET DEPARTMENT</b>					
<b>ACCOUNTS</b>		<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses		135,433	156,915	(21,482)	115.9%
Operating Expenses		195,841	159,648	36,194	81.5%
Capital Outlay		15,000	9,024	5,976	60.2%
<b>TOTAL STREET DEPARTMENT</b>		<b>346,274</b>	<b>325,587</b>	<b>20,687</b>	<b>94.0%</b>

<b>OTHER TRANSPORTATION</b>					
<b>ACCOUNTS</b>		<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses		11,697	6,069	5,628	51.9%
Operating Expenses		54,914	13,234	41,680	24.1%
<b>TOTAL OTHER TRANSPORTATION</b>		<b>66,611</b>	<b>19,303</b>	<b>47,309</b>	<b>29.0%</b>

<b>VEHICLE AND FACILITY MAINTENANCE</b>					
<b>ACCOUNTS</b>		<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses		103,801	87,087	16,714	83.9%
Operating Expenses		21,027	9,266	11,761	44.1%
Capital Outlay		3,500	-	3,500	0.0%
<b>TOTAL VEHICLE AND FACILITY MAINTENANCE</b>		<b>128,328</b>	<b>96,353</b>	<b>31,975</b>	<b>75.1%</b>

<b>GOLF COURSE</b>					
<b>ACCOUNTS</b>		<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses		206,068	183,763	22,306	89.2%
Operating Expenses		195,667	180,444	15,223	92.2%
Capital Outlay		10,000	10,256	(256)	102.6%
<b>TOTAL GOLF COURSE</b>		<b>411,736</b>	<b>374,462</b>	<b>37,273</b>	<b>90.9%</b>

CITY OF ARCADIA  
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<b>PARKS DEPARTMENT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	167,008	132,500	34,507	79.3%
Operating Expenses	62,053	58,812	3,241	94.8%
Capital Outlay	8,000	7,924	76	99.1%
<b>TOTAL PARKS DEPARTMENT</b>	<b>237,061</b>	<b>199,237</b>	<b>37,824</b>	<b>84.0%</b>

<b>MOBILE HOME PARK</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	47,268	40,431	6,837	85.5%
Operating Expenses	105,031	92,948	12,082	88.5%
Capital Outlay	-	-	-	0.0%
<b>TOTAL MOBILE HOME PARK</b>	<b>152,298</b>	<b>133,379</b>	<b>18,919</b>	<b>87.6%</b>

<b>WAY BUILDING</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	5,256	3,103	2,153	59.0%
Operating Expenses	24,044	28,526	(4,482)	118.6%
<b>TOTAL WAY BUILDING</b>	<b>29,300</b>	<b>31,628</b>	<b>(2,328)</b>	<b>107.9%</b>

<b>TOTAL GENERAL FUND EXPENSES</b>	<b>4,638,357</b>	<b>3,563,098</b>	<b>1,075,259</b>	<b>76.8%</b>
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**CITY OF ARCADIA  
SM. CTY SURTAX/CAPITAL IMPROVEMENT  
BUDGETED REVENUE  
AS OF AUGUST 7, 2015**

	<b>Budgeted</b>	<b>Actual</b>	<b>Remaining</b>	<b>% Used</b>
Small Cty. Surtax	472,806	321,744	151,062	68.0%
Interest SBA	-	-	-	-
Other Interest Earnings	-	-	-	-
Interest on Investment Acct	-	-	-	-
Unrealized Gain	-	-	-	-
Other Miscellaneous	-	-	-	-
Fund Balance Reserves	-	-	-	-
<b>Total Surtax/Capital</b>	<b>472,806</b>	<b>321,744</b>	<b>151,062</b>	<b>68.0%</b>

**CITY OF ARCADIA  
SM. CTY SURTAX/CAPITAL IMPROVEMENT  
EXPENSES  
AS OF AUGUST 7, 2015**

	Budgeted	Actual	Remaining	% Used
<b>Way Building</b>				
Council Chambers	-			
Improvements	-			
<b>Total Way Building</b>	-			
<b>Streets</b>				
Street, Sidewalks & Curbs	372,806	227,509	145,298	61.0%
Stormwater Projects	-	-	-	-
Machinery & Equipment	-	-	-	-
Principal Bond Payments	-	-	-	-
ADM Fees - Bond 2003	-	-	-	-
Interest Bond Payments	-	-	-	-
Bond Administration Expense	-	-	-	-
Improvements (Computer Upgrades)	-	-	-	-
<b>Total Streets</b>	<b>372,806</b>	<b>227,509</b>	<b>145,298</b>	<b>61.0%</b>
<b>Debt Service</b>				
Principal	-	-	-	-
Interest	-	-	-	-
<b>Total Debt Service</b>	-	-	-	-
<b>Police</b>				
Improvements	-	-	-	-
Machinery & Equipment	-	-	-	-
<b>Total Police</b>	-	-	-	-
<b>Parks and Recreation</b>				
Improvements Golf Course	-	-	-	0.0%
Land	-	-	-	-
Machinery & Equipment	-	-	-	-
<b>Total Parks</b>	-	-	-	<b>0.0%</b>
Contingency	100,000	15,408	84,592	15.4%
<b>Total Transfers</b>	-			
<b>Total Capital Improvement/ Surtax</b>	<b>472,806</b>	<b>242,917</b>	<b>229,890</b>	<b>51.4%</b>

CITY OF ARCADIA  
WATER/SEWER ENTERPRISE FUND  
REVENUE  
AS OF AUGUST 7, 2015

**WATER/SEWER ENTERPRISE FUND REVENUES:**

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Water Revenue	2,227,710	1,845,050	382,659	82.8%
Water Tap Fees	4,500	16,732	(12,232)	371.8%
Water Reconnect Fees	25,000	21,990	3,010	88.0%
Late Fees	75,000	104,945	(29,945)	139.9%
Sewer Revenue	1,589,684	1,347,861	241,823	84.8%
Sewer Tap Fees	1,000	5,647	(4,647)	564.7%
Water Meter Deposit interest	-	-	-	0.0%
Miscellaneous	-	740	(740)	100.0%
Leachate Payments		4,291	(4,291)	100.0%
Fund Balance	360,617	-	360,617	0.0%
<b>Total Current Revenues</b>	<b>4,283,510</b>	<b>3,347,257</b>	<b>936,253</b>	<b>78.1%</b>

CITY OF ARCADIA  
WATER/SEWER ENTERPRISE FUND  
EXPENSES  
AS OF AUGUST 7, 2015

**WATER/SEWER ENTERPRISE FUND EXPENSES:**

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
<b>Water Treatment Plant</b>				
Personnel Services	175,866	179,987	(4,121)	102.3%
Operating Expenses	350,175	218,615	131,560	62.4%
Capital Outlay	-	-	-	0.0%
Debt Service Principal	478,696	-	478,696	0.0%
<b>Total WTP Expenses</b>	<b>1,004,737</b>	<b>398,602</b>	<b>606,134</b>	<b>39.7%</b>
<b>Waste Water Plant</b>				
Personnel Services	253,014	230,320	22,694	91.0%
Operating Expenses	488,403	502,060	(13,657)	102.8%
Capital Outlay	20,000	19,948	52	99.7%
<b>Total WWP Expenses</b>	<b>761,417</b>	<b>752,328</b>	<b>9,089</b>	<b>98.8%</b>
<b>Utility Collections &amp; Billing</b>				
Personnel Services	232,919	185,857	47,062	79.8%
Operating Expenses	70,668	61,870	8,798	87.5%
<b>Total UB Expenses:</b>	<b>303,587</b>	<b>247,727</b>	<b>55,860</b>	<b>81.6%</b>
<b>Water Systems</b>				
Personnel Services	146,279	134,113	12,167	91.7%
Operating Expenses	89,967	61,337	28,630	68.2%
Capital Outlay	32,000	8,454	23,546	26.4%
Total Debt Service	623,167	593,190	29,976	95.2%
<b>Total Water Systems Expenses</b>	<b>891,413</b>	<b>797,094</b>	<b>94,319</b>	<b>89.4%</b>
<b>Waste Water Systems</b>				
Personnel Services	139,320	113,024	26,297	81.1%
Operating Expenses	62,273	39,364	22,909	63.2%
Capital Outlay	-	-	-	0.0%
<b>Total Waste Water Systems Expenses</b>	<b>201,594</b>	<b>152,388</b>	<b>49,206</b>	<b>75.6%</b>
City-County Interconnect	-			
US #17 Widening	50,000	5,883	44,117	11.8%
<b>Subtotal:</b>	<b>3,212,747</b>	<b>2,354,022</b>	<b>858,725</b>	<b>73.3%</b>
RENEW AND REPLACE	450,000	240,633	209,367	53.5%
CONTINGENCY	620,763	-	620,763	0.0%
<b>TOTAL WATER/SEWER ENTERPRISE FUND EXPENSES:</b>	<b>4,283,510</b>	<b>2,594,655</b>	<b>1,688,855</b>	<b>60.6%</b>

CITY OF ARCADIA  
 SOLID WASTE ENTERPRISE FUND  
 REVENUES / EXPENSES  
 AS OF AUGUST 7, 2015

**SOLID WASTE ENTERPRISE FUND REVENUES:**

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Garbage Revenue	758,626	642,567	116,059	84.7%*
Extra Trash Pick-Up	15,000	18,096	(3,096)	120.6%*
Other Income	-	-	-	0.0%
Miscellaneous	-	-	-	0.0%
<b>TOTAL SOLID WASTE REVENUES</b>	<b>773,626</b>	<b>660,663</b>	<b>112,963</b>	<b>85.4%</b>

**SOLID WASTE ENTERPRISE FUND EXPENSES:**

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	249,193	219,009	30,184	87.9%
OPERATING EXPENSES	251,433	169,136	82,297	67.3%
LANDFILL CHARGES	273,000	194,588	78,412	71.3%
CAPITAL OUTLAY	-	-	-	0.0%
<b>TOTAL SOLID WASTE EXPENSES</b>	<b>773,626</b>	<b>582,733</b>	<b>190,893</b>	<b>75.3%</b>

CITY OF ARCADIA  
 AIRPORT ENTERPRISE FUND  
 REVENUES / EXPENSES  
 AS OF AUGUST 7, 2015

**AIRPORT ENTERPRISE FUND REVENUES:**

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Federal Grants	140,000	-	140,000	0.0%*
State Grants - D.O.T. - Lighting	-	-	-	0.0%
State Grants - D.O.T. - Pavement	-	2,655	-	0.0%
Rent	65,400	48,998	16,402	74.9%
Insurance Reimbursements	-	1,842	(1,842)	0.0%
<b>TOTAL AIRPORT REVENUES</b>	<b>205,400</b>	<b>53,495</b>	<b>154,560</b>	<b>26.0%</b>

**AIRPORT ENTERPRISE FUND EXPENSES:**

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
CAPITAL OUTLAY	140,000	223,213	(83,213)	159.4%*
OPERATING EXPENSES	65,400	29,631	35,769	45.3%
<b>TOTAL AIRPORT EXPENSES</b>	<b>205,400</b>	<b>252,844</b>	<b>(47,444)</b>	<b>123.1%</b>

\*The total amount for FAA Grant for Master Plan is 237,024. A budget amendment will be made to reflect that.