



AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 NORTH POLK AVENUE, ARCADIA FL
TUESDAY, NOVEMBER 1, 2016
6:00 P.M.

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

PRESENTATIONS

1. Proclamation – Week of the Family (Mayor Coker)
2. Toys for Tots Award Presented to City of Arcadia (Bob Grinis, Local Toys for Tots Coordinator)
3. SWAT Youth Presentation (Tobacco-Free Partnership of DeSoto County)

CONSENT AGENDA

4. City Council Minutes for October 4, 2016 (Penny Delaney – City Clerk)
5. City Council Minutes for October 5, 2016 (Penny Delaney – City Clerk)
6. City Council Minutes for October 18, 2016 (Penny Delaney – City Clerk)
7. City of Arcadia Municipal Airport September Report (Terry Stewart – City Administrator)
8. Special Event Permit – Christmas Parade – Chamber of Commerce (Terry Stewart – City Administrator)
9. Special Event Permit – Holiday Tour of Homes – Team Arcadia (Terry Stewart – City Administrator)
10. Special Event Permit – Fourth Saturday Market Place – Trinity United Methodist Church (Terry Stewart – City Administrator)

ACTION ITEMS

11. Change to Personnel Policy Manual – Chapter 3 – Considerations for Employment (Linda Lowe – Human Resource Manager)
12. Request to Purchase Pumps for Waste Water Plant (A.J. Berndt – Utilities Director)
13. Approval of Amendment to the Traffic Signal Maintenance and Compensation Agreement (A.J. Berndt – Utilities Director)
14. Memorandum of Agreement (MOA) / State of Florida Dept. of Economic Opportunity (Terry Stewart – City Administrator)

COMMENTS FROM DEPARTMENTS

15. City Marshal
16. City Attorney
17. Finance Director
18. 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



Proclamation

WHEREAS, the City of Arcadia recognizes that Arcadia is blessed with a multitude of families – an essential part of the cultural, social and spiritual fabric; and

WHEREAS, the City of Arcadia recognizes that children live better lives when their families are strong, and families are strong when they live in communities that connect them to economic opportunities, social networks and services; and

WHEREAS, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policymakers and, of course, families themselves; and

WHEREAS, during the week of November 5 – November 12, 2016 citizens of Arcadia should take time to honor the importance of families and recognize the special connections that support and strengthen them throughout the year, and to establish and re-establish patterns which will help them as families to acknowledge that “FAMILY – It’s About Time”; and

WHEREAS, families of Arcadia can take the opportunity to recommit to enhancing and extending all of the connections that strengthen and enrich this most valuable institution; and

WHEREAS, during this week, residents of the City of Arcadia will join other citizens, agencies, churches and organizations throughout the county to honor and celebrate our families;

NOW, THEREFORE, BE IT PROCLAIMED, the Mayor and Council for the City of Arcadia do hereby designate November 5 – November 12, 2016 as

WEEK OF THE FAMILY

BE IT FURTHER PROCLAIMED, we urge all citizens to join in the celebration of the family by attending the Family Fun Fair to be held on Saturday, November 12, 2016.

SO DONE THIS 1ST DAY OF NOVEMBER, 2016

BY:

ATTEST:

SUSAN COKER, MAYOR

Penny Delaney, City Clerk

AGENDA No. 2

AGENDA No. 3

AGENDA No. 4



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

DEPARTMENT: Administration

SUBJECT: Minutes from the Regular Meeting on October 4, 2016

RECOMMENDED MOTION: Approval of October 4, 2016 Minutes of the Regular Meeting as presented.

SUMMARY:

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney *PD* Date: 10/18/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *[Signature]* Date: *10-21-16*

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, OCTOBER 4, 2016
6:00 P.M.**

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

INVOCATION, PLEDGE CALL TO ORDER AND ROLL CALL

Jaccarie Simons of Elizabeth Baptist Church 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 Susan Coker

Deputy Mayor Alice Frierson

Councilmember S. Delshay Turner

Councilmember Judy Wertz-Strickland

Councilmember Joseph E. Fink was not in attendance.

Arcadia City Staff

City Administrator Terry Stewart

City Clerk Penny Delaney

City Attorney T.J. Wohl

Finance Director Beth Carsten

Marshal Matt Anderson

PRESENTATIONS

Walk-On Agenda Item – Presentation to Family of Tillie Brown

Mayor Coker presented Margaret Anderson, daughter of Tillie Brown, and Betty Moody, granddaughter of Tillie Brown, with a presentation acknowledging the life of Tillie Brown who had just recently passed away. Ms. Brown lived to be 108 years of age.

Agenda Item 1 – Presentation to Carol Jones – Ten (10) Years of Service to the City of Arcadia

Mayor Coker presented Executive Administrative Assistant Carol Jones with a certificate acknowledging her ten (10) years of service to the City of Arcadia.

Agenda Item 2 – City of Arcadia’s 55th Anniversary of ICMA

Jonathan Lewis, City Manager of North Port, provided a video regarding the International City/County Management Association (ICMA). He then presented Mayor Coker with a Certificate of Recognition recognizing the City of Arcadia's 55th Anniversary of operating under the International City/County Management Association (ICMA).

CONSENT AGENDA

Agenda Item 3 – City Council Minutes for September 20, 2016 – Includes the Second and Final Budget Hearing and the Regular Meeting

Agenda Item 4 – City of Arcadia Municipal Airport August Report

Agenda Item 5 – Special Event Permit – Dedication of Historic Marker to the City of Arcadia – Daughters of the American Revolution

Agenda Item 5a – Special Event Permit – Annual Homecoming Parade

Mayor Coker advised there was a spelling correction to be made to page seven (7) of the minutes and further advised the word “Ames” should be spelled “Aims”.

City Administrator Stewart advised that he had received a telephone call from an individual from the high school and they were concerned that the impending affects of Hurricane Matthew may prevent them from having the parade. They had requested that if the parade gets rained out, they be given permission to have it on October 12, 2016 between 4:00 p.m. and 5:00 p.m. Mr. Stewart suggested pulling Agenda Item 5a and voting on it separately.

Councilmember Wertz-Strickland made a motion to approve Consent Agenda 3, 4 and 5 and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

Councilmember Wertz-Strickland made a motion to approve the Homecoming Parade this Friday, but if it is rained out due to Hurricane Matthew, it would be pushed back to October 12, 2016 at 4:00 p.m. and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

At this time, Councilmember Wertz-Strickland stated she would like to re-visit the event permit of Main Street that was pulled at the last meeting. She did not feel that Main Street was given a fair shake and she felt that Council needed to listen to what had transpired to rectify the issue. She advised that Robert Heine, Jr., President of Main Street, and other representatives were in attendance and asked them to step to the podium. Mr. Heine advised he had received a telephone call from Mr. Stewart regarding a potential conflict between Arcadia Main Street and Saturday Night Lights and whether something could be worked out. Mr. Heine advised he made a few telephone calls and SunTrust agreed to allow Arcadia Main Street to hold the Farmer's Market in their parking lot. He stated that evidently there was concern that if it was to be held at the Tree of Knowledge, it may not provide Saturday Night Lights sufficient time to set up although he never knew the Farmer's Market to go beyond 1:00 p.m. or 2:00 p.m. Mr. Heine thought it was taken care of until he saw Mr. Stewart the day after the Council meeting and learned that there was some type of problem with the Farmer's Market being held at the

SunTrust parking lot. He expressed that it was never Arcadia Main Street's intention to disrupt either event. He acknowledged that the item had been tabled at the last meeting and asked Council how long it was to be tabled. Mr. Heine advised that Arcadia Main Street could not proceed with any plans until Council made a decision on how to move forward. City Administrator Stewart provided information regarding his communications with Connie Bateman of Saturday Night Lights and Mr. Heine.

Mayor Coker explained that her concern was the time placed on the application by Arcadia Main Street and the issue with parking. She suggested backing the time up some to allow for the other group to set up. Councilmember Wertz-Strickland stated that parking is always an issue and asked where the vendors were to set up for Saturday Night Lights. Mayor Coker stated it would be under the Tree of Knowledge. Councilmember Wertz-Strickland stated they cannot start limiting downtown businesses that collect sales tax which gets remitted to the State which comes back to the City in proportional amounts as revenue. Pam Ames advised they could be out of the area by 3:30 p.m. Deputy Mayor Frierson pointed out that Saturday Night Lights requested the second Saturday of each month many months ago. Connie Bateman stepped to the podium and advised Saturday Night Lights would be glad to work with Arcadia Main Street and suggested both organizations communicate with one another and promote each other. The two (2) organizations agreed to work together. After further discussion regarding tweaking the Arcadia Main Street application, City Administrator Stewart advised that should Council take action tonight, staff would amend the application in the manner decided. Councilmember Wertz-Strickland made a motion to approve the special event permit of Main Street starting the first Saturday in December, not to be in the Tree of Knowledge area and to be out of the area by 3:30 p.m. and to continue until April. City Attorney Wohl asked for clarification as to whether the break down by vendors would be 3:30 p.m. or whether they would be out of the area by 3:30 p.m. Councilmember Wertz-Strickland advised she felt they would concede to be out by 3:30 p.m. Mayor Coker advised she had a motion for the application for Main Street to have their Market Days on the second Saturday of the month with the amendments that they will come out of the Tree of Knowledge area and will be finished at 3:30 in the afternoon. She asked if there was a second and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

ACTION ITEMS

Agenda Item 6 – Placement of PAPI Lights on Governmental Surplus Website for Auction

City Administrator Stewart advised that some time ago the City of Naples Airport changed out their lights and they donated them to the City of Arcadia. He further advised they were not usable with the new lighting system that the City has installed and the lights have been sitting in storage. He reminded Council that a few months ago, they had approved the City to use the internet governmental website called Govdeals in order to dispose of its surplus items that it wants to sell. He advised this would be the first group of items that would be brought to Council. Councilmember Wertz-Strickland made a motion to declare the PAPI lights as surplus and Deputy Mayor Frierson seconded the motion. No discussion followed and it was

unanimously, 4/0, approved. Councilmember Wertz-Strickland then made a motion to place them on the surplus website for auction and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

**Agenda Item 7 – Ordinance No. 1019 – Establishing Procedures for Public Hearings
– First Reading**

City Attorney Wohl advised that Council had instructed him to begin the process of drafting an ordinance to cover procedure for handling quasi-judicial hearings and he referenced a recent quasi-judicial hearing that had come before the City Council. He stated that this ordinance would set up the procedure for how every future quasi-judicial hearing would be done and he reviewed what it included. Mr. Wohl pointed out that on page two (2) of the ordinance, Council would be repealing a section of an ordinance that was the previous ex parte communication ordinance that Council had approved earlier this year or perhaps at the end of 2015. He advised it had been put in Chapter 2 of the Code of Ordinances because they were taking so much of the quasi-judicial which is generally for land use issues. Mr. Wohl stated he would like to take the ex parte out of the Code of Ordinances and put it in with this public hearing ordinance in Chapter 13 of the Land Development Code. Councilmember Wertz-Strickland made a motion to read the ordinance by title only and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 4/0, approved. Mayor Coker instructed the City Clerk to read the ordinance by title only and the City Clerk did so. Councilmember Wertz-Strickland made a motion to approve the first reading of Ordinance 1019 and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

COMMENTS FROM DEPARTMENTS

Marshal Anderson advised that prior to the meeting he had provided the police department's monthly report to Council and asked if the City Council or the general public had any questions or concerns and there were none. He informed Council that his department had set the date for the Annual Tip-A-Cop fund raiser that supports the Shop-With-A-Cop program. He explained the program and what had been accomplished in the past. Marshal Anderson advised that the dates were October 20, 21, and 22, 2016 at Slim's Restaurant with the lunch hours being from 11:00 a.m. until 2:00 p.m. and the dinner hours would be from 4:00 p.m. until 7:00 p.m..

He then addressed and explained the procedure of the Arcadia Police Department regarding State Law versus City Ordinances. Marshal Anderson advised that he addressed this due to a complaint against the department which had been sent to the local newspaper. He stated that the proper procedure was followed and the department takes pride in doing their jobs.

Marshal Anderson then advised that regarding the two (2) new vehicles that were previously approved, he was trying to trade in two (2) vehicles that would be deadlined to cover the costs of installation of equipment which was not budgeted. He explained his reasoning for not budgeting for it was due to two (2) City employees who used to handle it, but are both no longer employed with the City. He advised that as soon as he hears how much it will be, he will

advise the City Administrator and City Clerk to have it placed on the agenda for Council's approval.

City Attorney Wohl stated he had no report, but reserved the right to weigh in on an issue that City Administrator Stewart would discuss.

City Administrator Stewart advised he had a letter from Bob Grinis who is the coordinator for the DeSoto County Chapter of Toys for Tots. He stated they were making a request to use the Speer Center again to gather and distribute the Toys for Tots from now until January 15th and he advised Toys for Tots had the required insurance. Councilmember Wertz-Strickland made a motion to approve Toys for Tots to use the Speer Center for their toys and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

City Administrator then addressed the project which included the videoing and mapping of the sewer collection systems. He advised it was ongoing and would probably last another six (6) to eight (8) months. He explained the poor condition of the piping system had a lot of I&I (infiltration and inflow) wherein the pipes are cracked, broken or collapsed and when there is a lot of rain, the ground water leaks into that system and increases the amount of flow that goes to the City's sewer system. Mr. Stewart advised that the average output from the sewer system was approximately eight hundred fifty thousand (850,000) gallons a day and it would not be that much if it was not for the I&I. He further advised that when the City has a bad rain day such as they had experienced in the last few weeks, several times, the amount of capacity or quantity coming through the system hits five (5) to six (6) million gallons. He stated it was only designed to handle three point five (3.5) million gallons per day. He explained that when this happens, the system fills up so much that it runs out of the manholes and into the street. Mr. Stewart explained the steps the employees take when this happens and he explained that it is required by law to report it to the Department of Environmental Protection (DEP). He then stated that as a result of the recent Mosaic incident and the incident in Tampa Bay wherein there was leakage out into the Gulf of Mexico, Governor Scott imposed an emergency order that defines how local governments handle things of this nature. He explained the requirements and advised the City had fulfilled its obligation.

Mr. Stewart also advised he had attended the grand opening San Juan Bosco event of which the Mayor was one of the guest speakers. He stated that the value that San Juan Bosco brings to the community is significant and it was nice to attend the event.

City Administrator Stewart then stated that he had been providing City Council with reports from the county emergency operations division, along with some of his own observations regarding Hurricane Matthew. He stated they may be in a position where Council may need to declare a state of emergency depending on what the storm does and he wanted to feel comfortable that Council would be okay with an emergency meeting if necessary. City Attorney Wohl advised that under the charter, the Mayor may call a special meeting or a majority of the Council Members may. He stated he was planning on drafting a resolution declaring a state of emergency and getting it to Mr. Stewart which, if approved, the resolution would give the City

Administrator authority to make certain decisions to protect the citizens and the City from the impending hurricane. City Administrator Stewart advised that the reason the City would need to do so was FEMA would look at whether the City declared a state of emergency in determining whether they would reimburse the City or not for any expenditures it may be eligible for.

PUBLIC

Connie Bateman of Saturday Night Lights provided an update and invited City Council to review a binder the organization keeps which addresses all they have accomplished. She advised they had Eight Thousand Five Hundred Fifty and 00/100 Dollars (\$8,550.00) in their account and she explained comment cards would be distributed among the crowd and a site map was also available for City Council's review. Mr. Stewart thanked Mrs. Bateman and he advised an account had been set up through the finance department for the entire donation which goes into an account specifically for Saturday Night Lights. He further advised if they need something, it is bought based on the City's purchasing policy. Mrs. Bateman advised that due to the weather, their event may have to be rescheduled and they will keep the City informed.

MAYOR AND COUNCIL REPORTS

Mayor Coker reminded everyone that Homecoming was this Friday with the parade at 4:00 p.m. weather permitting.

ADJOURN

Councilmember Wertz-Strickland made a motion to adjourn and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 4/0, approved. Having no further business at this time, the meeting was adjourned at approximately 7:25 P.M.

ADOPTED THIS ___ DAY OF _____, 2016.

ATTEST:

By:

Susan Coker, Mayor

Penny Delaney, City Clerk

AGENDA No. 5



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

DEPARTMENT: Administration

SUBJECT: Minutes from the State of Emergency Meeting on October 5, 2016

RECOMMENDED MOTION: Approval of October 5, 2016 Minutes of the State of Emergency Meeting as presented.

SUMMARY:

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

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

Department Head: Penny Delaney *PD* Date: 10/18/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *[Signature]* Date: *10-21-16*

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
ONE ITEM AGENDA
EMERGENCY MEETING TO DECLARE STATE OF EMERGENCY
TUESDAY, OCTOBER 5, 2016
6:00 P.M.**

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

INVOCATION, PLEDGE CALL TO ORDER AND ROLL CALL

Mayor Coker 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 Susan Coker
Deputy Mayor Alice Frierson
Councilmember S. Delshay Turner

Councilmember Joseph E. Fink
Councilmember Judy Wertz-Strickland

Arcadia City Staff

City Administrator Terry Stewart
City Clerk Penny Delaney

Finance Director Beth Carsten

ACTION ITEMS

Agenda Item 1 – Declaration of State of Emergency – Hurricane Matthew

Councilmember Fink made a motion to have Ordinance 1020 read by title only and Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 5/0, approved. At this time, Mayor Coker instructed the City Clerk to read Ordinance 1020 by title only and the City Clerk did so.

Councilmember Fink made a motion to move the ordinance as presented and Councilmember Wertz-Strickland seconded the motion. Mayor Coker advised this would be a roll call vote and the City Clerk took the roll call vote with the following results: Deputy Mayor Frierson voted in the affirmative, Mayor Coker voted in the affirmative, Councilmember Fink voted in the affirmative, Councilmember Wertz-Strickland voted in the affirmative and Councilmember Turner voted in the affirmative. No discussion followed and it was unanimously, 5/0, approved.

City Administrator Stewart informed Council that at 3:00 p.m. that afternoon, he had a staff meeting and reviewed what needed to be done to prepare for each department. He advised he had asked the directors to speak with their employees to remind them to be available by telephone. He stated that arrangements had been made to have cash on hand in case such is needed in order to carry on business for a few days without having access to the bank. He said this was even more important since they do not have credit cards.

He advised Public Works Director Underwood had his crews out on the streets to remove yard debris and the large pick up items. He further advised they would be working until 7:00 p.m. this evening and would be back at it again tomorrow morning for as long as they are able to accomplish it. City Administrator Stewart discussed staff preparing for the storm and he encouraged Council to prepare their homes. He thanked Council for attending the meeting on such short notice. Mayor Coker asked if there would be a time when he would send employees home and Mr. Stewart replied that it would depend on the progression of the storm. He advised if it became a hurricane watch, he would send the employees home.

ADJOURN

Councilmember Wertz-Strickland 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 6:06 P.M.

ADOPTED THIS ___ DAY OF _____, 2016.

ATTEST:

By:

Susan Coker, Mayor

Penny Delaney, City Clerk

AGENDA No. 6



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

DEPARTMENT: Administration

SUBJECT: Minutes from the Regular Meeting on October 18, 2016

RECOMMENDED MOTION: Approval of October 18, 2016 Minutes of the Regular Meeting as presented.

SUMMARY:

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney *PD* Date: 10/18/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *[Signature]* Date: *10-21-16*

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, OCTOBER 18, 2016
6:00 P.M.**

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

INVOCATION, PLEDGE CALL TO ORDER AND ROLL CALL

Candy Reid 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 Susan Coker
Deputy Mayor Alice Frierson
Councilmember S. Delshay Turner

Councilmember Joseph E. Fink
Councilmember Judy Wertz-Strickland

Arcadia City Staff

City Administrator Terry Stewart
City Clerk Penny Delaney

City Attorney T.J. Wohl
Finance Director Beth Carsten

PRESENTATIONS

Agenda Item 1 – Proclamation - Red Ribbon Week

Mayor Coker presented Aysa Shine of the DeSoto Drug-Free Coalition (DFY - - Drug Free Youth) with a proclamation proclaiming October 23-31, 2016 as Red Ribbon Week as such relates to alcohol and other drug abuse in the nation.

Agenda Item 2 – Proclamation - Veterans Appreciation Week

Mayor Coker presented Troy Hughes, the Leading Knight of the local Elks Lodge, Honor Guard Commander Robert Thomas and American Legion Colonel Tom Damron (who also represented the DeSoto County Veterans Council) with a proclamation proclaiming November 6-12, 2016 as Veterans Appreciation Week. Mr. Hughes then announced upcoming events regarding same which included dates and times. He stated that if there were any local businesses that are interested in doing something such as discounts or donations to veterans that week, he asked that they contact Jackie Tucker or him.

Before moving on to the Consent Agenda, Mayor Coker advised that at the last meeting, City Council approved an item and she asked Carol Mahler to come to the podium and explain what it was about. Carol Mahler advised that the City Council had approved a Florida Historic Marker which would mark the Arcadia Historic District and she stated that it was established in 1984 which means it was put on the National Register of Historic Places. Ms. Mahler stated that they have the Peace River Chapter of the Daughters of the American Revolution to thank for spearheading this effort and for raising almost all of the funds for the marker. She further stated that the DeSoto County Historical Society helped by providing historical information along with donating some of the funds to pay for the marker. She advised the City of Arcadia would assist with the installation at the Tree of Knowledge Park at the dedication ceremony scheduled for January 21, 2017 at 11:00 a.m. Mayor Coker thanked Ms. Mahler for all of her hard work and persistence.

CONSENT AGENDA

**Agenda Item 3 – Request to Place Temporary Signs and Banners on City Properties
– DeSoto County Historical Society**

**Agenda Item 4 – Request to Place Temporary Signs and Banners on City Properties
– DeSoto Arts and Humanities Council, Inc.**

Mayor Coker asked for clarification as to whether there would be enough room on the fence to place both banners as the requests overlapped in time and City Administrator Stewart advised that there was plenty of room for both banners. Councilmember Wertz-Strickland made a motion to approve the Consent Agenda and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

ACTION ITEMS

**Agenda Item 5 – Ordinance No. 1019 – Establishing Procedures for Public Hearings
– Second and Final Reading**

Councilmember Wertz-Strickland made a motion to read by title only and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Mayor Coker instructed the City Clerk to read Ordinance No. 1019 by title only and the City Clerk did so. Councilmember Wertz-Strickland made a motion to approve Ordinance 1019 and Deputy Mayor Frierson seconded the motion. At this time the City Clerk took a roll call vote and the results were as follows: Mayor Coker voted in the affirmative, Councilmember Fink voted in the affirmative, Councilmember Wertz-Strickland voted in the affirmative, Councilmember Turner voted in the affirmative and Deputy Mayor Frierson voted in the affirmative. No discussion followed and it was unanimously, 5/0, approved.

City Administrator Stewart advised that he and the City Attorney had discussed this and they would prepare a summary sheet for each Council Member that will delineate the process that will be gone through in the event they should have any questions regarding the process.

Agenda Item 6 – Placement of Police Department Computers on Governmental Surplus Website for Auction

City Administrator Stewart explained the request was addressed at the last meeting and it was staff's effort to bring to Council surplus items that no longer have a use value for City operations, but may have some remaining value to other persons and the request was for Council to declare the items as surplus and enable staff to place them on the GovDeals government surplus auction site. He advised that a list had been provided by the Arcadia Police Department with the serial numbers and information on each one and a request to authorize the sale on GovDeals. Councilmember Wertz-Strickland made a motion to approve a lot of 33 Police Department Toughbook CF-29 laptop computers as surplus and to authorize the sale of the same via the government surplus website and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

PUBLIC

Emily Morris, representative of the Saturday Night Lights organization, provided a summary and the success of their previous event and stated that the next event would be held on November 12, 2016. She advised Saturday Night Lights will be partnering with the Tour of Homes for their December event. Deputy Mayor Frierson commented that she had received phenomenal feedback and Mayor Coker provided positive comments and thanked everyone for all the hard work.

George Chase of Friends of Arcadia Airport provided an update regarding the recent Fly-In. He stated they are limited in the number of guests they attract to camp out at Aviation City because they do not have access to nice restrooms and showers. He advised he understands that FDOT will fund this type of facility and he requested permission to work with staff to develop a plan and seek funding for a dedicated restroom for Aviation City. Mr. Chase requested two (2) shower facilities (one (1) for the men and one (1) for the women). Councilmember Wertz-Strickland suggested City Administrator Stewart work with Friends of Arcadia Airport to accomplish such and bring back a plan to Council. City Administrator Stewart stated he was willing to do so if City Council was comfortable with the request. There was a general consensus of the City Council to do so.

COMMENTS FROM DEPARTMENTS

City Attorney Wohl stated he did not have anything to report.

City Administrator Stewart requested to schedule a workshop regarding special events for the second meeting in November. It was the general consensus of the City Council to do so.

Mr. Stewart then advised that the compensation and classification study was near completion and staff had received an initial draft review and he stated he was pleased with the quality of work. He reminded Council that Ms. Wingo who is part of the Senior Advisors and who is doing it as a Senior Advisor was providing this study pro bono. He stated that this type of

study could have cost between Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Fifty Thousand and 00/100 Dollars (\$50,000.00). He advised that as soon as it is completed and the department heads have a chance to review the study, he would schedule it for a Council Meeting. He also suggested a workshop for this as well in the near future and advised he will keep City Council updated on the matter.

City Administrator Stewart informed Council that next Monday the airport will have its annual airport inspection by the FAA and FDOT to ensure renewal of the City's license. He also advised he had enjoyed attending the recent pancake breakfast and the next pancake breakfast was scheduled for November 12, 2016 which would be in conjunction with a camp out event. Additionally, Mr. Stewart informed Council that he would be covering the airport in this week's article for the Arcadian.

Mayor Coker suggested possibly waiting until the new City Council was seated before they scheduled the workshop relating to special events and recommended scheduling it for the first or second meeting in December. It was the general consensus of the City Council to do so.

Lieutenant Gary Evans advised that the police department had received the two (2) new vehicles that had been previously approved (these purchases were through the donation received by the department). He advised that the department would also be purchasing two (2) vehicles which were budgeted and in order to offset the installation costs, the department would be trading in two (2) other vehicles. He asked if the City Council or the general public had any questions or concerns and there were none.

MAYOR AND COUNCIL REPORTS

Mayor Coker reminded everyone of the upcoming pancake breakfast and the upcoming movie night. She also reminded everyone of the upcoming Veterans' Week.

ADJOURN

Councilmember Wertz-Strickland made a motion to adjourn and Deputy Mayor Frierson 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 6:40 P.M.

ADOPTED THIS ___ DAY OF _____, 2016.

ATTEST:

By:

Susan Coker, Mayor

Penny Delaney, City Clerk

AGENDA No. 7



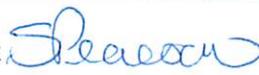
CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 1, 2016

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

SUMMARY:

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Shelley Peacock  Date: 10-21-16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart  Date: 10-21-16

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



City of Arcadia Municipal Airport

Monthly Flowage Report- September 2016

To: City Council

Date: October 21, 2016

From: Shelley Peacock

AVFuel gallons sold for August 1,055.78 (Including Eagle Vistas)

Eagle Vistas Gallons Pumped 57.40

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

998.38 /\$.07=\$69.89

Hangar Rent	\$ 7,714.63
Late Fees Collected	10.00
Vehicle Parking- \$ 30.00/5%	\$1.50
Eagle Vistas LLC (Butler Building)	\$ 1,120.15
Eagle Vistas LLC (FBO Agreement w/partial waiver)	\$ 844.58
Eagle Vistas Agreement w/Dean Ott \$300.00/5% (Butler Building)	\$13.95
Tie Downs	\$30.00/50%=\$1.50

Total \$ 9,776.20

Special Notes

Fuel operations have been low due to lightning damage at the fuel farm.
A2 paid 2 months, A10 past due, B2 past due

August \$ 8,791.21

AGENDA No. 8



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

DEPARTMENT: Code Enforcement
SUBJECT: Annual Christmas Parade

RECOMMENDED MOTION:

Motion to approve the special event permit for the Annual Christmas Parade

SUMMARY: The Chamber of Commerce is requesting to hold the annual Christmas Parade scheduled for December 3, 2016 from 4:00 pm. to 8:00 pm. The parade route will begin at the intersection of Oak Street and Orange Avenue. It will proceed East on Oak Street to Volusia Avenue and end at the intersection of Oak Street and Volusia Avenue.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay *CM* Date: 11/1/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *TS* Date: *10-21-16*

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

SPECIAL EVENTS

A special event is defined as any event held in the city that is open and advertised to the public or which could limit the normal use and access to an area by the general public, or which is deemed to have an impact on the city rights-of-way or could affect public safety, and which is less than two weeks in duration. These events could be, but are not limited to:

Festivals	Fairs	Carnivals
Flea Markets	Expo's	Tent Sales
Walk-a-thons	Parades	Road Races
Tournaments	Pony Rides	Petting Zoos
Concerts	Car Shows	Boat Shows
Battles of the Bands	Fireworks Displays	Public Gatherings

All special events require a **SPECIAL EVENT PERMIT**. Event organizers shall obtain a Special Event Permit application from the City Administrator's office, to be returned to that office at least thirty (30) days prior to the anticipated date of the event. Any required documentation or attachments should be included with the application. The completed application must include legible information detailing:

- a. A narrative describing the approximate number of people expected to attend,
- b. Whether signs will be placed in the city rights-of-way,
- c. Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, etc.)
- d. Indicate whether additional electric service will be required, and if so where.
- e. Whether streets will be closed, or barricades erected.
- f. Include details of traffic control, emergency access and parking arrangements.
- g. Describe the provisions made for collection of trash, garbage & recycling.
- h. If applicable, specify the location and indicate whether or not you have the owner's permission to hold the event at that location and provide owner's contact information.

The event sponsor will be responsible for any cost incurred by the City for set-up or clean-up of the event, and any security provided by on-duty law enforcement. The sponsor will have the option of providing its own security, at its own cost, through a private security company or off-duty officers.

All special events are subject to final approval by the City Administrator, Police Department and possibly the City Council.

INSURANCE - The event organizer shall provide proof of liability insurance coverage naming the City as an additional insured on the Comprehensive General Liability Policy. An Indemnification and Hold Harmless Agreement must be signed by an authorized representative of the organizing group and submitted along with the Certificate of Insurance and application packet.

FOOD - ALL food and beverage vendors shall provide copies of their State of Florida Health Department license. All food vendors whose cooking creates grease-laden vapors shall have a mounted certified fire extinguisher.

ALCOHOL - Will alcoholic beverages be sold or consumed on the premises? If yes, organizer or sponsor shall submit a copy of the Florida Alcoholic Beverages Permit 15 days prior to the event. You can download a One/Two/Three day alcohol sales permit from the State at http://www.myfloridalicense.com/dbpr/sto/file_download/file-download-abandt.shtml

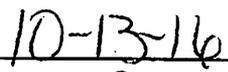
USE OF CITY PERSONNEL - If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

By completing and submitting the attached application, I certify that:

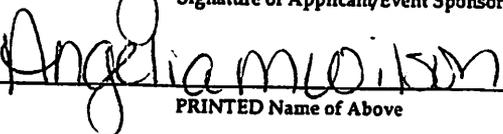
- I have read and agree to abide by the terms and conditions set forth above,
- that I will be designated as the (sole) contact person for the event,
- that I will be responsible for applying for and attaching all required permits and documentation, and
- that I am responsible for any fees which may be incurred as a result of this event .



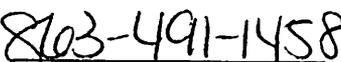
Signature of Applicant/Event Sponsor



Date



PRINTED Name of Above



Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 10-14-16
Event Name Chamber of Commerce Christmas Parade
Event Location Oak Street
Date(s) of Event 12-3-16 Hours of Event 4-8
Expected Attendance 1000+
Event Sponsor Chamber of Commerce Non-Profit? X YES NO
Description of Event Christmas Parade

Contact Person Angie Wilson Telephone 813-491-1458
Fax # Email Angie.buckstrace@gmail.com
Insurance Carrier Auto Owners
Insurance Agent Desoto Moulton, UC Agent's Phone 494-2242

- Alcoholic Beverages? YES NO
Tents? YES NO
Cooking? YES NO
Outdoor Music? X YES NO
Additional Electric? YES NO
Carnival Rides? YES NO
Wildlife? YES NO
Fireworks? YES NO
Signs Displayed? YES NO
Set-up/Clean-up by City? X YES NO
City Police required? X YES NO
Road Closures? X YES NO

If Yes, please specify locations: All Cross Streets From Orange to Volusia

Other Pertinent Information:

*****FOR CITY USE ONLY*****

Received by: City Marshal, City Administrator, City Council
Date: / /
Approved/Disapproved checkboxes

INDEMNIFICATION & HOLD HARMLESS

I, Angelia Wilson (Printed Name), as a Board member (Title or Office Held) of The Osoto Co. Chamber of Commerce (Club, organization, group, etc) do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Christmas Parade (Name of Event) to be held at Oak St (Location) on 12-3-16 (Date).

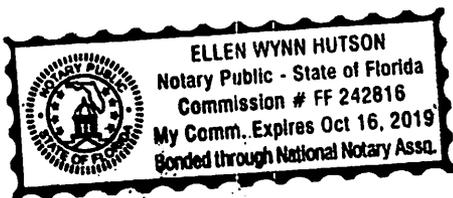
By: Angelia Wilson (Signature)
Printed Name: Angelia Wilson
Entity Name: Chamber of Commerce
Its: _____
Date: 10/14/16

STATE OF FLORIDA
COUNTY OF DeSoto

Sworn to and subscribed before me this 14 day of October, ²⁰¹⁶~~2010~~, by Angelia Wilson, as _____ of _____ who [] is personally known to me or [] has produced _____ as identification.

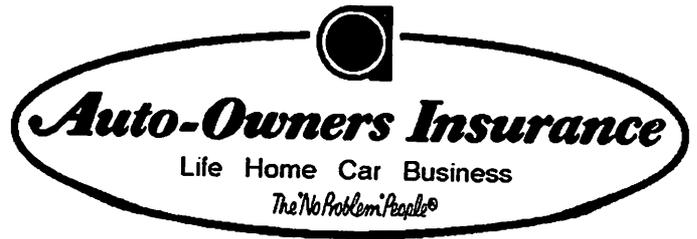
Ellen Wynn Hutson
NOTARY PUBLIC

(SEAL)



12-0507-00
DESOTO MOULTON LLC
PO BOX 880
ARCADIA FL 34265-0880

09-21-2016



P.O. BOX 30660, LANSING, MICHIGAN 48909-8160 • 517-323-1200

AUTO-OWNERS INSURANCE COMPANY
AUTO-OWNERS LIFE INSURANCE COMPANY
HOME-OWNERS INSURANCE COMPANY
OWNERS INSURANCE COMPANY
PROPERTY-OWNERS INSURANCE COMPANY
SOUTHERN-OWNERS INSURANCE COMPANY

DESOTO COUNTY CHAMBER
OF COMMERCE INC
16 S VOLUSIA AVE
ARCADIA FL 34266-4332

**You may view your policy online at
www.auto-owners.com.**
To enroll, use the policy number **20220044**
and Personal ID code (PID) **9G6 V69 R2A**.
Once enrolled, you may choose to stop
receiving the paper policy in the mail.

Your agency's phone number is 863-494-2242

RE: Policy 122312-20220044-16

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a variety of programs, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

~ *Serving Our Policyholders and Agents Since 1916* ~



INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY DESOTO MOULTON LLC
12-0507-00 MKT TERR 068 863-494-2242

Change Endorsement Effective 07-15-2016

INSURED DESOTO COUNTY CHAMBER
OF COMMERCE INC

POLICY NUMBER 122312-20220044-16

ADDRESS 16 S VOLUSIA AVE
ARCADIA FL 34266-4332

Company Use 20-23-FL-1207

Company Bill	Policy Term	
	12:01 a.m. 07-15-2016	12:01 a.m. 07-15-2017

Description of Change

AMENDED EXPOSURE FOR 00505 SPECIAL EVENTS TO 5 EVENTS.
PREM RATE TO \$400
PROD RATE TO \$200
ADDED THE FOLLOWING TO THE SUPPLEMENTAL DEC: ANNUAL MEETING
\$50 FLAT CHARGE
POLITICS IN THE PARK CHRISTMAS PARADE CHRISTMAS CARD LANE
HELD AT MCSWAIN PARK \$100 FLAT CHARGE \$50 FLAT CHARGE
8/18/16
\$100 FLAT CHARGE

Transaction Number: 002

Endorsement Premium:	\$303.00 ADDITIONAL
(THIS IS NOT A BILL)	





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2016

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

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

PRODUCER DeSoto Insurance Agency 243 N. Brevard Ave. P. O. Box 880 Arcadia, Florida 34265-0880	Phone: (863)494-2242 Fax: (863)494-1991	CONTACT NAME: Mildred DeLuca PHONE (A/C, No. Ext): (863)494-2242 E-MAIL ADDRESS: mad@desotoinsurance.com FAX (A/C, No): (863)494-1991
	INSURER(S) AFFORDING COVERAGE	
INSURED DeSoto County Chamber of Commerce, Inc. 16 S. Volusia Avenue Arcadia, FL 34266	INSURER A: Southern-Owners Insurance Company	NAIC # 10190
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1253

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20220044	7/15/2015	7/15/2016	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

Holder's Nature of Interest : Certificate Holder DeSoto County School District 530 La Salona Avenue Arcadia, FL 34266	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



The DeSoto County Chamber of Commerce presents
 the 2016 Christmas Card Lane & Christmas Parade theme
 "Christmas at the North Pole"
 Christmas Card Lane opens 6pm December 2nd at Veterans Park.
 Parade will be held December 3rd, 6pm Downtown.

ENTRY FORM: Complete & return to Chamber with appropriate payment.:

- Christmas Parade (Chamber members free, Non-members \$25)
- Christmas Card Lane (Chamber members free, Non-members \$25)

Organization: _____ Contact Person: _____

Address: _____

Phone: _____ Email: _____

Type of Parade Vehicle (Bus, RV, Semi, Flatbed, Marching Unit, Walkers etc) Describe:

Card Dimensions (in Feet): _____ (LED lights & extension cords required)

Set up for Christmas Cards will be November 28th, 12-5pm & November 29th, 4-8pm

Take down of Christmas Cards will be from 8am to 4:30pm January 3rd & 4th

Line up numbers available on December 2nd after 12pm, call Angie at DeSoto Jewelry(863)491-1458

Christmas cards stay up till after the first of the year.

Please send Check and Application Form to:
 DeSoto Chamber of Commerce, 16 S Volusia Ave, Arcadia FL 34266
 Or Fax to 863-494-3312
 To Pay by Credit Card, Call the Chamber (863)494-4033

AGENDA No. 9



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

DEPARTMENT: Planning and Zoning
SUBJECT: Holiday Tour of Homes

RECOMMENDED MOTION: **Motion to approve Holiday Tour of Homes**

SUMMARY: Team Arcadia is requesting to hold a tour of homes starting at the Tree Of Knowledge where tickets will be sold and entertainment provided. A bus will pick up ticket holders and transport them to the homes on the tour where a guided tour will be given by the property owner.

Homes listed for the tour:

- 640 S. Whidden St.
- Family Service Center
- 402 W. Oak St.
- 327 Hickory St.
- 601 W. Oak St.

More properties will be added to the list as grows closer to December 10, 2016 event date.

Team Arcadia is also requesting that the special event fee and deposit be waved and to take in consideration that they are a 501 C3 nonprofit organization.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay *CAW* Date: 11/01/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Terry Stewart *TS* Date: *10-21-16*

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

SPECIAL EVENTS

A special event is defined as any event held in the city that is open and advertised to the public or which could limit the normal use and access to an area by the general public, or which is deemed to have an impact on the city rights-of-way or could affect public safety, and which is less than two weeks in duration. These events could be, but are not limited to:

Festivals	Fairs	Carnivals
Flea Markets	Expo's	Tent Sales
Walk-a-thons	Parades	Road Races
Tournaments	Pony Rides	Petting Zoos
Concerts	Car Shows	Boat Shows
Battles of the Bands	Fireworks Displays	Public Gatherings

All special events require a SPECIAL EVENT PERMIT. Event organizers shall obtain a Special Event Permit application from the City Administrator's office, to be returned to that office at least thirty (30) days prior to the anticipated date of the event. Any required documentation or attachments should be included with the application. The completed application must include legible information detailing:

- a. A narrative describing the approximate number of people expected to attend,
- b. Whether signs will be placed in the city rights-of-way,
- c. Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, etc.)
- d. Indicate whether additional electric service will be required, and if so where.
- e. Whether streets will be closed, or barricades erected.
- f. Include details of traffic control, emergency access and parking arrangements.
- g. Describe the provisions made for collection of trash, garbage & recycling.
- h. If applicable, specify the location and indicate whether or not you have the owner's permission to hold the event at that location and provide owner's contact information.

The event sponsor will be responsible for any cost incurred by the City for set-up or clean-up of the event, and any security provided by on-duty law enforcement. The sponsor will have the option of providing its own security, at its own cost, through a private security company or off-duty officers.

All special events are subject to final approval by the City Administrator, Police Department and possibly the City Council.

INSURANCE - The event organizer shall provide proof of liability insurance coverage naming the City as an additional insured on the Comprehensive General Liability Policy. An Indemnification and Hold Harmless Agreement must be signed by an authorized representative of the organizing group and submitted along with the Certificate of Insurance and application packet.

FOOD - ALL food and beverage vendors shall provide copies of their State of Florida Health Department license. All food vendors whose cooking creates grease-laden vapors shall have a mounted certified fire extinguisher.

ALCOHOL - Will alcoholic beverages be sold or consumed on the premises? If yes, organizer or sponsor shall submit a copy of the Florida Alcoholic Beverages Permit 15 days prior to the event. You can download a One/Two/Three day alcohol sales permit from the State at http://www.myfloridalicense.com/dbpr/sto/file_download/file-download-abandt.shtml

USE OF CITY PERSONNEL - If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

By completing and submitting the attached application, I certify that:

- I have read and agree to abide by the terms and conditions set forth above,
- that I will be designated as the (sole) contact person for the event,
- that I will be responsible for applying for and attaching all required permits and documentation, and
- that I am responsible for any fees which may be incurred as a result of this event.


Signature of Applicant/Event Sponsor

11 Oct 2016
Date

Bruce Neveau
PRINTED Name of Above

863 558 6126
Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 10-11-16
Event Name: HOLIDAY TOUR OF HOMES
Event Location: TREE OF KNOWLEDGE PARK
Date(s) of Event: 12-10-2016 Hours of Event: 4pm - 8pm
Expected Attendance: 125
Event Sponsor: TEAM ARCADIA Non-Profit? YES
Description of Event: HOLIDAY TOUR of Historical Homes... see Attached

Contact Person: Telephone:
Fax #: Email:
Insurance Carrier: DESOTO INSURANCE
Insurance Agent: Agent's Phone:

- Alcoholic Beverages? YES NO
Tents? YES NO
Cooking? YES NO
Outdoor Music? YES NO
Additional Electric? YES NO
Carnival Rides? YES NO
Wildlife? YES NO
Fireworks? YES NO
Signs Displayed? YES NO
Set-up/Clean-up by City? YES NO
City Police required? YES NO
Road Closures? YES NO

If Yes, please specify locations:

Other Pertinent Information:

*****FOR CITY USE ONLY*****

Received by: C. McQueen
City Marshal
City Administrator
City Council

Date: 10/11/16
Disapproved
Disapproved
Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Bruce Neveau, as President of Team Arcadia, do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the HOLIDAY TOUR OF HVMS to be held at TREE OF KNOWLEDGE on 12-10-2016.

By: [Signature]
Printed Name: Bruce Neveau
Entity Name: Team Arcadia
Its: _____
Date: 11 Oct 2016

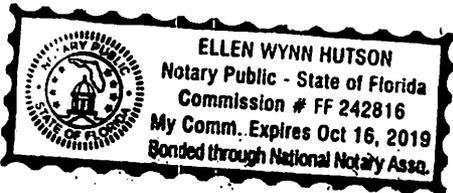
STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 11 day of October 2010, by _____ as _____ of _____ who [] is personally known to me or [] has produced _____ as identification.

[Signature]
NOTARY PUBLIC

(SEAL)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2016

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

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

PRODUCER DeSoto Insurance Agency A Division of DeSoto Moulton, LLC 243 N. Brevard Ave - P. O. Box 880 Arcadia, Florida 34265-0880	Phone: (863)494-2242 Fax: (863)494-1991	CONTACT NAME: Marsha McMillan PHONE (A/C, No. Ext): (863)494-2242 E-MAIL ADDRESS: msm@desotoinsurance.com	FAX (A/C, No): (863)494-1991
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Team Arcadia & Downtown Merchants Committee 10 S. Polk Ave Arcadia, FL 34266		INSURER A: Southern-Owners Insurance Company	10190
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1742 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20280252	9/14/2016	9/14/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

Holder's Nature of Interest : Certificate Holder

 City of Arcadia
 Business License Dept.
 PO Box 1000
 Arcadia, FL 34265
CANCELLATION

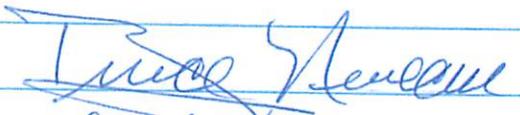
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

To: Ladies and Gentlemen of the Council
From: Bruce Neveau, Pres. Team Arcadia
Re: Holiday Tour of Homes
Date: 14 October 2016

Attached with this letter is our annual Special Event Permit Application. Please consider that Team Arcadia is a 501. c3 organization, and we are requesting waiver of fees associated with this application.

Thank you


President Team Arcadia

Description of Event continued

Tour Begins with Ticket sales and entertainment at the Tree of Knowledge Park, at 3:30pm. Busses will pick up Ticket Holding participants, and transport them to one of the structures on the tour. At that location, they will be given a guided tour by the property owner or appointee. After a certain length of time a buss will arrive at that location, dropping off a New group and picking up the previous group, and transporting them to the next location.

Below is a list of addresses of some of the Buildings that will be on the 2016 Tour. There will be more as we get closer to the December 10th Date.

640 W. Whidden St.

Family Service Ctr W. Whidden St.

402 W. Oak St.

327 Hickory St.

601 W. Oak

End.

AGENDA No. 10



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

DEPARTMENT: Code Enforcement
SUBJECT: Fourth Saturday Market Place

RECOMMENDED MOTION:

Motion to approve the special event permit for December 17, 2016. Saturday Market Place in the Trinity United Methodist Church Parking Lot.

SUMMARY: Trinity United Methodist Church is requesting to hold the monthly Market Place on Saturday December 17, 2016. Trinity United Methodist Church has already been approved for every fourth Saturday of the month from 8 am-2 pm starting September 24, 2016 and ending on Saturday, April 22, 2017. Because the 4th Saturday of December is Christmas Eve, they are requesting to have the event on December 17, 2016. They will be holding the event in the parking lot on the North East corner of Oak Ave. and Orange Ave. (Parking lot is private property owned by Trinity United Methodist Church.)

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay *CA McQuay* Date: 11/01/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *TS* Date: *10-21-16*

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

SPECIAL EVENTS

A special event is defined as any event held in the city that is open and advertised to the public or which could limit the normal use and access to an area by the general public, or which is deemed to have an impact on the city rights-of-way or could affect public safety, and which is less than two weeks in duration. These events could be, but are not limited to:

Festivals	Fairs	Carnivals
Flea Markets	Expo's	Tent Sales
Walk-a-thons	Parades	Road Races
Tournaments	Pony Rides	Petting Zoos
Concerts	Car Shows	Boat Shows
Battles of the Bands	Fireworks Displays	Public Gatherings

All special events require a SPECIAL EVENT PERMIT. Event organizers shall obtain a Special Event Permit application from the City Administrator's office, to be returned to that office at least thirty (30) days prior to the anticipated date of the event. Any required documentation or attachments should be included with the application. The completed application must include legible information detailing:

- a. A narrative describing the approximate number of people expected to attend,
- b. Whether signs will be placed in the city rights-of-way,
- c. Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, etc.)
- d. Indicate whether additional electric service will be required, and if so where.
- e. Whether streets will be closed, or barricades erected.
- f. Include details of traffic control, emergency access and parking arrangements.
- g. Describe the provisions made for collection of trash, garbage & recycling.
- h. If applicable, specify the location and indicate whether or not you have the owner's permission to hold the event at that location and provide owner's contact information.

The event sponsor will be responsible for any cost incurred by the City for set-up or clean-up of the event, and any security provided by on-duty law enforcement. The sponsor will have the option of providing its own security, at its own cost, through a private security company or off-duty officers.

All special events are subject to final approval by the City Administrator, Police Department and possibly the City Council.

INSURANCE - The event organizer shall provide proof of liability insurance coverage naming the City as an additional insured on the Comprehensive General Liability Policy. An Indemnification and Hold Harmless Agreement must be signed by an authorized representative of the organizing group and submitted along with the Certificate of Insurance and application packet.

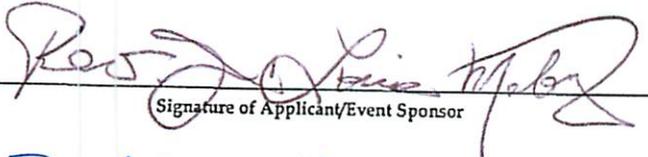
FOOD - ALL food and beverage vendors shall provide copies of their State of Florida Health Department license. All food vendors whose cooking creates grease-laden vapors shall have a mounted certified fire extinguisher.

ALCOHOL - Will alcoholic beverages be sold or consumed on the premises? If yes, organizer or sponsor shall submit a copy of the Florida Alcoholic Beverages Permit 15 days prior to the event. You can download a One/Two/Three day alcohol sales permit from the State at http://www.myfloridalicense.com/dbpr/sto/file_download/file-download-abandt.shtml

USE OF CITY PERSONNEL - If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

By completing and submitting the attached application, I certify that:

- " I have read and agree to abide by the terms and conditions set forth above,
- " that I will be designated as the (sole) contact person for the event,
- " that I will be responsible for applying for and attaching all required permits and documentation, and
- " that I am responsible for any fees which may be incurred as a result of this event.


Signature of Applicant/Event Sponsor

10/16/14
Date

REV. J. LOUIS Mabry
PRINTED Name of Above

863-494-2543
Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: Oct. 17, 2016

Event Name Fourth Saturday Market Place

Event Location Parking lot on NE Corner of Oak St. + Orange Ave - Privately Owned

Date(s) of Event Dec. 17, 2016 Hours of Event 8am to 2am

Expected Attendance

Event Sponsor Trinity United Methodist Church Non-Profit? [X] YES [] NO

Description of Event

Up to 23 Vendors with various items for sale: Crafts, Collectables, Antiques, Tools, Bellies + Jams, Candles, etc.

Contact Person Bob and Kathy Lakey Telephone (863) 494-2543

Fax # 863-993-0038 Email trinity.umc.arcadia@embargo.mail.com

Insurance Carrier AON Risk Services, Inc. of Florida

Insurance Agent Agent's Phone 866-283-7122

- Alcoholic Beverages? [] YES [X] NO
Tents? [X] YES [] NO
Cooking? [X] YES [] NO
Outdoor Music? [X] YES [] NO
Additional Electric? [] YES [X] NO
Carnival Rides? [] YES [X] NO
Wildlife? [] YES [X] NO
Fireworks? [] YES [X] NO
Signs Displayed? [X] YES [] NO
Set-up/Clean-up by City? [] YES [X] NO
City Police required? [] YES [X] NO
Road Closures? [] YES [X] NO

If Yes, please specify locations:

Other Pertinent Information:

*****FOR CITY USE ONLY*****

Received by: City Marshal, City Administrator, City Council
Date: ___/___/___
Approved/Disapproved checkboxes

INDEMNIFICATION & HOLD HARMLESS

I, Robert + Kathleen Lakey, as Chairs, 4th Saturday Marketplace of Trinity United Methodist Church do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the 4th SAT MARKETPLACE to be held at Trinity United on December 17, 2016.
(Printed Name) (Title or Office Held) (Club, organization, group, etc) (Name of Event) (Location) (Date)
METHODIST CHURCH ORANGE ST PARKING LOT

By: [Signature]
(Signature)
Printed Name: Bob J. King, TRUSTEE

Entity Name: TRINITY UNITED METHODIST CHURCH
Its: Kathy Lakey, Robert Lakey
Liasons

Date: Oct. 16, 2017

STATE OF FLORIDA

COUNTY OF Alachua

Sworn to and subscribed before me this 17 day of October, 2016, by Kathy Lakey, as Liason of Trinity Methodist who [] is personally known to me or [] has produced _____ as identification.

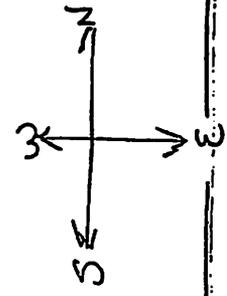
Kathryn Roskey
NOTARY PUBLIC

(SEAL)

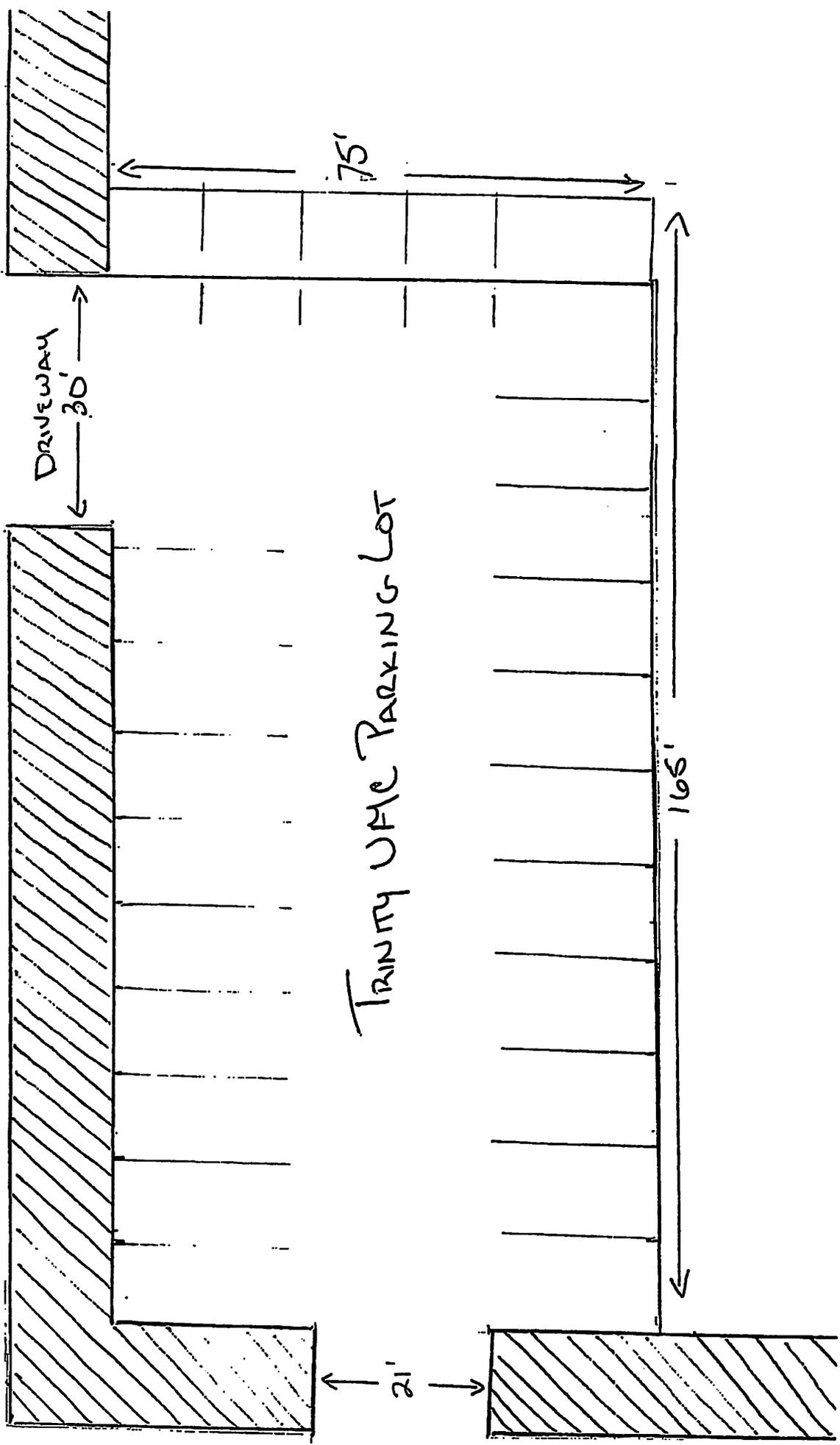


KATHRYN L. ROSKEY
MY COMMISSION # FF 121167
EXPIRES: September 8, 2018
Bonded Thru Budget Notary Services

TRINITY UNITED METHODIST (RESTROOMS)



ORANGE AVENUE



OAK STREET

Pastor Jim Wade
304 W. Oak Street
Arcadia, FL 34266



Office: 863-494-2543
Home: 863-494-2022
Fax: 863-993-0038

July 21, 2016

City of Arcadia
23 N. Polk Ave.
Arcadia FL 34266

To Whom It May Concern:

Trinity United Methodist Church of Arcadia has carried liability insurance with Aon Risk Services, Inc. of Florida through the Florida Conference of the United Methodist Church since 1996. The policy is effective from 12/31 to 12/31 of each year.

We fully expect to have an identical policy renewed with Aon Risk Services, Inc. on December 31, 2016 for the calendar year of 2017.

Sincerely,

A handwritten signature in black ink that reads "Louie Mabrey". The signature is written in a cursive style with a large initial "L" and "M".

Louie Mabrey
Pastor, Trinity United Methodist Church

CC: LM/sl



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/20/2016

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

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

PRODUCER Aon Risk Services, Inc of Florida 7650 Courtney Campbell Causeway Suite 1000 Tampa FL 33607 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED 356881 TRINITY UMC 304 WEST OAK STREET Arcadia FL 34266 USA	INSURER A: The Princeton Excess & Surp Lines Ins Co	NAIC # 10786
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 57006304447** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> SIR \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N2-A3-RL-0000017-06 Excess GL SIR applies per policy terms & conditions	12/31/2015	12/31/2016	EACH OCCURRENCE	\$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance. RE: Planned Event.

CERTIFICATE HOLDER Trinity United Methodist Church 304 West Oak Street Arcadia FL 34266 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc of Florida</i>
---	---

Holder Identifier : 356881
Certificate No : 57006304447

Pastor Louie Mabrey
304 West Oak Street
Arcadia, Florida



Office: 863-494-2543
Home: 863-494-2022
Fax: 863-993-0038

July 21, 2016

City of Arcadia
23 N. Polk Ave.
Arcadia FL 34266

To Whom It May Concern,

Trinity United Methodist Church has been holding the Fourth Saturday Marketplace within its Orange St. parking lot since September, 2012. During the September 4, 2012 meeting, Trinity United Methodist was granted a blanket Special Event Permit, with fees waived, by this Council led by Councilman Joe Fink and the City Attorney. Trinity United Methodist Church, 304 W. Oak St., Arcadia, respectfully asks to continue holding a parking lot marketplace on the fourth Saturday of each month from September through April.

- The market would take place from 8:00 am to 2:00 pm on the scheduled Saturdays and would be held entirely on Trinity's private property—in the parking lot on the corner of Oak and Orange Streets.
- No city property would be used. The market would be entirely contained on private property owned by the church.
- Trinity United Methodist, including the Orange St parking lot, is fully insured through the Florida Conference of the United Methodist Church.
- All code requirements will be met as mandated by the City Planner/Code Department.

Trinity United Methodist Church has been an active member of the Arcadia community for many years. In 2004, after Hurricane Charlie's devastating effects, this church was opened as a supply distribution center, then was instrumental in drying-in or reroofing hundreds of houses within DeSoto County. Since 2009, Trinity has opened its doors to the community with free lunches for anyone desiring a hot meal in a safe and welcoming place. So far, over 80,000 meals have been served to our community. Trinity also maintains a food pantry that provides a three-day emergency food supply to over 750 families per year. All of this is staffed by volunteers and funded entirely by Trinity United Methodist Church.

The money raised during the Fourth Saturday Marketplace from September through April, helps pay the electric, water and propane used to feed all those hungry people.

Trinity United Methodist strives to be a good citizen and a blessing to the City of Arcadia and respectfully asks to be allowed to continue to use its private property to help further its ability to be an asset to this community.

May God bless,

A handwritten signature in black ink that reads "Louie Mabrey".

Louie Mabrey, Pastor

A handwritten signature in black ink that reads "Bob Lakey".

Bob Lakey, Marketplace Coordinator

AGENDA No. 11



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: August 16, 2016

DEPARTMENT: Human Resources

SUBJECT: Change to Personnel Policy Manual – Chapter 3 – Considerations For Employment

RECOMMENDED MOTION: Approve the changes to Section 3.30 – Probationary Period, and add Section 3.31 – Probationary Period Upon Promotion, to the City of Arcadia Personnel Policy Manual

SUMMARY: The change to Section 3.30 will change the probationary period for a new employee from 60 days to 180 days. The addition of Section 3.31 will provide for a probationary period of 120 days for employees who are promoted.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Linda Lowe *[Signature]* Date: 11/01/2016

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *[Signature]* Date: 10-21-16

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

promotion, advancement, etc. The statutory definition of "relative" includes the immediate family as well as more remote kin. Compliance with the statute is mandatory and penalties are provided. The City Council confirms that the City will comply with the statute in its employment practices. There shall be no more than one (1) family member employed within a department, as defined in 112.3134 of the Florida Statutes. Further, if two employees change their family relationship by marriage, adoption or other means so as to come in conflict with these prohibitions, one of them shall be transferred to a different department if possible or separated from City service.

3.30 PROBATIONARY PERIOD

All employees shall be hired subject to the satisfactory completion of a probationary period. Employment may be terminated during the probationary period without cause and with no appeal rights on the part of the employee, and with no accrued leave benefits payable. The initial probation period shall be ~~60~~ 180 days but may be extended ~~up to a maximum of six (6) months~~ an additional 30 days at the discretion of the Department Head based on a written evaluation of the employee's initial ~~60~~ 180-day performance. Certified Law Enforcement personnel shall serve a probation period as designated by the department head.

3.31 PROBATIONARY PERIOD UPON PROMOTION

When employees are promoted to a higher classification they shall be subject to the satisfactory completion of an additional probationary period upon the promotion. The probationary period upon promotion shall be for a period of 120 days but may be extended an additional 30 days at the discretion of the Department Head, based on a written evaluation of the employee's initial 120 days performance in the promoted position. During this probationary period upon promotion, the employee may be placed back into the previous position (demoted), subjected to availability, without cause and with no appeal rights on the part of the employee.

3.35 PROBATIONARY PERIOD EVALUATION

All probationary employees to budgeted positions will be evaluated at least once prior to the appointee being classified as a budgeted employee. This evaluation shall be performed by the Department Head and/or Human Resource Manager. . A satisfactory performance rating is required before budgeted appointment may be approved. A marginal or unsatisfactory performance evaluation during the probationary period shall be cause for an extension of the probationary period or dismissal at the discretion of the Department Head with the Human Resource Manager's and Administrator's approval.

3.40 VETERAN'S PREFERENCE

The City will provide eligible veterans and spouses with preference in appointment and retention, as set forth in Sections 295.065-295.09 of the Florida Statutes and Chapter 55A-7 of the Florida Administrative Code.

AGENDA No. 12



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

DEPARTMENT: Utility Department

SUBJECT: Purchase of Pumps for Waste Water Treatment Plant

RECOMMENDED MOTION: Motion to approve the Sole Source and the purchase of four (4) Shimaya pumps in the amount of \$30,480 from Electro Mechanical South.

SUMMARY: The pump is a brand new pump that is only being represented by Electro Mechanical South. The four pumps that are being requested are for different uses. One is for a lift station, an influent station, recirculation station, and overflow pit. A Sole Source letter was provided and this purchase is subject to no other companies able to supply the product.

FISCAL IMPACT: \$30,480

Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: A.J. Berndt *ag*

Date: 10-21-16

Finance Director: Beth Carston

Date:

City Attorney: T.J. Whol

Date:

City Administrator: Terry Stewart *[Signature]*

Date: *10-21-16*

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

ShinMaywa

Brighten Your Future

Attn: Arcadia, City of

To Whom It May Concern,

This letter is to inform that Electro Mechanical South, Inc. is an exclusive distributor for ShinMaywa (America), Ltd. in South West Florida. This includes all pump product lines for the Commercial, Industrial and Municipal markets. Should you have any questions or concerns please feel free to contact me.

Sincerely,

Charlie Halat
South East Key Account Manager
ShinMaywa (America), LTD.



SOLE-SOURCE JUSTIFICATION FORM



Instructions: Complete this form for all Sole Source Purchases that will exceed \$1,000 where competition has not been obtained or is not available. This notice will be posted publically where the Purchasing Offices are located and on the internet at www.arcadia-fl.gov. The posting will be for 7 business days prior to acceptance.

By submitting this request, I certify that this justification is accurate and complete to the best of my knowledge and that I have no financial or other interest in selecting this vendor to provide the supplies or services indicated. I also understand the following applies to me as well: Per Florida Statute 838.22 "It is unlawful for a public servant with corrupt intent...to circumvent a competitive bidding process...by using a sole-source contract. Any person who violates this section commits a felony..." Also Florida Statute 838.022 "(1) Official misconduct means the commission of the following act by a public servant, with corrupt intent to obtain a benefit for himself or herself or another or to cause unlawful harm to another; knowingly falsifying or causing another to falsify any official record or official document. (2) Corrupt means done with knowledge that the act is wrongful and with improper motives. (3) Official misconduct...is a felony..."

Requisition # if applicable:	Amount: <u>30,480.</u>	Date: <u>10-18-16</u>
------------------------------	------------------------	-----------------------

Supply/Service being purchased:	<u>Shin maywa Motors 20hp & 10hp (2-20hp) (2-10hp)</u>
---------------------------------	--

Proposed Vendor: <u>Electro mechanical South</u>	Vendor Number:
Requested by: <u>Al Berndt</u>	Approved by:

The requested supply/service is a sole-source procurement due to (check one):

- Availability/One of A Kind** – no competitive product in existence AND/OR IS AVAILABLE FROM ONLY ONE VENDOR
- Compatibility** – Must match existing piece or brand of equipment for compatibility AND IS AVAILABLE FROM ONLY ONE VENDOR
- Replacement/Maintenance** – Repair or maintenance for specific brand of existing equipment AND IS AVAILABLE FROM ONLY ORIGINAL EQUIPMENT MANUFACTURER OR DESIGNATED SERVICE DEALER
- Used Equipment**
- Other** (Explanation must appear in field below)

Provide full explanations, complete descriptions, and/or list all relevant reasons to support this determination in the field below. Please be sure to include a signed letter provided by the proposed vendor on their company letterhead stating that they are indeed the ONLY vendor who can provide the goods or services requested. This form will not be posted until the company letter is on file with it.

Purchase of 20hp & 10hp pumps from ElectroMechanical. They are the only vendor that carries this type of pump.

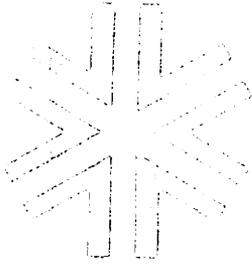
<u>Al Berndt</u> Requester's signature	<u>10-18-16</u> Date
---	-------------------------

Trey Silvestri
10-19-16

Please note that Sole Source approvals are valid for one fiscal year (Oct 1 – Sept 30)

The pump is a completely new designed pump. The only company that is a rep. is Electromechanical.

FINANCE DIRECTOR: BC



ELECTRO
MECHANICAL
SOUTH, INC.

1575 Cattleman Road
Sarasota, Florida 34232
Phone (941) 342-9111
1 (800) 925-9EMS (9367)
FAX (941) 342-1605

October 11, 2016

City of Arcadia
Attention: A.J. Berndt
645 Turner Road
Arcadia, FL 34266

QUOTE # QJP20160722-4 Revised

Thank you for allowing us the opportunity to furnish a quotation for the service listed below. We respectfully submit the following for your consideration

QUOTE

Furnish (1) 20HP ShinMaywa Explosion Proof Sewage Pumps, Catalog # 4CNXH415T3E-150-2H, (to replace Hydromatic S4L2000M4-4). Rated 600 GPM at 70' TDH, 460 volt operation with 50' power cord. NOTE: A onetime only consideration of 10% (\$1,030.00) will be applied to the cost of the pump upon receipt of order

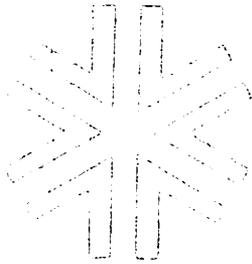
PRICE: \$10,300.00*
Minus (10%): \$1,030.00
Special One Time Price: \$9,270.00

This quotation is valid for 30 days. Terms are due on receipt. Price quote does not include any tax or freight charges. (FOB North Carolina)

If you have any questions regarding this quotation or other service-related matter, please do not hesitate to call me at (800)925-9367. I will be glad to assist you.

Sincerely,

Jim Patton



ELECTRO
MECHANICAL
SOUTH, INC.

1575 Cattleman Road
Sarasota, Florida 34232
Phone (941) 342-9111
1 (800) 925-9EMS (9367)
FAX (941) 342-1605

October 11, 2016

City of Arcadia
Attention: A.J. Berndt
645 Turner Road
Arcadia, FL 34266

QUOTE # QJP20160722-2 Revised

Thank you for allowing us the opportunity to furnish a quotation for the service listed below. We respectfully submit the following for your consideration

QUOTE

Furnish (1) 20HP ShinMaywa Explosion Proof Sewage Pumps, Catalog # 4CNXH415T3E-150-2H, (to replace Hydromatic S4L2000M4-4). Rated 600 GPM at 70' TDH, 460 volt operation with 50' power cord. NOTE: A onetime only consideration of 10% (\$1,030.00) will be applied to the cost of the pump upon receipt of order

PRICE: \$10,300.00*
Minus (10%): \$1,030.00
Special One Time Price: \$9,270.00

This quotation is valid for 30 days. Terms are due on receipt. Price quote does not include any tax or freight charges. (FOB North Carolina)

If you have any questions regarding this quotation or other service-related matter, please do not hesitate to call me at (800)925-9367. I will be glad to assist you.

Sincerely,

Jim Patton

WWTP



ELECTRO
MECHANICAL
SOUTH, INC.

1575 Cattleman Road
Sarasota, Florida 34232
Phone (941) 342-9111
1 (800) 925-9EMS (9367)
FAX (941) 342-1605

September 27, 2016

City of Arcadia
Attention: A.J. Berndt
645 Turner Road
Arcadia, FL 34266

CC: Jennifer Zell

QUOTE # QJP20160927-1

Thank you for allowing us the opportunity to furnish a quotation for the service listed below. We respectfully submit the following for your consideration

QUOTE

Furnish (2) 10HP ShinMaywa Explosion Proof Sewage Pump, Catalog # 4CNWX47.52E-75-4/50, 4" discharge, 4" solids. 460 volt operation with 50' power cord.

TOTAL: \$5,970.00 (Each) (Item 1)
GRAND TOTAL FOR (2): \$11,940.00

Furnish (2) Flygt 4" Adapter Model M400008A

TOTAL: \$400.00 (Each) (Option 1)
GRAND TOTAL FOR (2): \$800.00

Estimated delivery is 1 week after receipt of order. This quotation is valid for 30 days. Terms are due on receipt. Price quote does not include any tax or freight charges. (FOB North Carolina)

If you have any questions regarding this quotation or other service-related matter, please do not hesitate to call me at (800)925-9367. I will be glad to assist you.

Sincerely,

Jim Patton

AGENDA No. 13



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

DEPARTMENT: Utility Department

SUBJECT: Amendment to the Traffic Signal Maintenance and Compensation Agreement

RECOMMENDED MOTION: Motion to approve the amended FDOT Traffic Signal Maintenance Compensation Agreement with the FDOT in the amount of \$44,459.00.

SUMMARY: The FDOT has issued an amendment to the traffic signal and compensation agreement. The amendment affects compensation from the FDOT to the City of Arcadia for the traffic signal light maintenance. Last year's compensation was \$43,168, the new amendment compensation is \$44,459, and the difference is \$1291.00.

FISCAL IMPACT: \$44,459 Traffic Signal Light Revenue () Capital Budget
() Operating
() Other

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

Department Head: A.J. Berndt *ag*

Date: 10-21-16

Finance Director: Beth Carston

Date:

City Attorney: T.J. Whol

Date:

City Administrator: Terry Stewart *[Signature]*

Date: 10-21-16

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARV93
FINANCIAL PROJECT NO. 41362818801
F.E.I.D. NO. F596000266001
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Arcadia, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on May 20th 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO.	<u>ARV93</u>
FINANCIAL PROJECT NO.	<u>41362818801</u>
F.E.I.D. NO.	<u>F596000266001</u>

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY										
Effective Date: from _____ to _____										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
Total Lump Sum Amount*										

*Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$_____.

Maintaining Agency Date

District Traffic Operations Engineer Date

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENTEXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES
For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident: _____	
Location of Accident/Incident: _____	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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CONTRACT NO. ARV93
FINANCIAL PROJECT NO. 41362818801
F.E.I.D. NO. F 596000266001

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 20TH day of MAY, 2015 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and DESOTO, Florida, CITY OF ARCADIA ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

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incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainer of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount, in the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of groud pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency		Florida DOT	
Preventative maintenance of all mast arm structures	Periodic maintenance of structures (except for any new painted and existing painted structures with signed separate Agreement)	Damage repair or replacement of structures	Replacement at end of life cycle of the structure
Painted and existing painted structures (for any new separate Agreement)	Compensate Maintaining Agency for damage repair or replacement of structures		

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement parts, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacement provided it is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

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19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

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25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. ~~This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.~~
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
- a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

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

City of ARCADIA, Florida
(Maintaining Agency)
By: [Signature]
(Authorized Signature)

Print/Type Name: HAROLD S. UNDEWOOD JR
Title: Public Works Director

Attest: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: [Signature]
(Authorized Signature)

Print/Type Name: LR Narayan
Title: District Traffic Operations Engineer

Legal Review: [Signature]

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EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2015/2016
 Effective Date: 7/1/2015 To: 6/30/2016
 Maintaining Agency: Arcadia

Intersection Locations	Traffic Signal (TS)	Traffic Signal Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Emergency Fire/Dept (FDS)	Pedestrian Flashing Beacon (PFB)	Traffic Warning Beacon (TWB)	Speed Activated Warning Displays (SAWD) or Blank Out	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR 35AUS 17	PIKE ST	\$3,040								\$ 3,040.00
SR 35AUS 17	SR 70 EBRMAGNOLIA ST	\$3,040								\$ 3,040.00
SR 35AUS 17	OKA ST	\$3,040								\$ 3,040.00
SR 35AUS 17	SR 70 WB HICKORY ST	\$3,040								\$ 3,040.00
SR 35AUS 17	GESON ST	\$3,040								\$ 3,040.00
SR 35AUS 17	GESON ST	\$3,040								\$ 3,040.00
SR 35AUS 17	SR 70 WB HICKORY ST	\$3,040								\$ 3,040.00
SR 35AUS 17	OKA ST	\$3,040								\$ 3,040.00
SR 35AUS 17	SR 70 EBRMAGNOLIA ST	\$3,040								\$ 3,040.00
SR 35AUS 17	PIKE ST	\$3,040								\$ 3,040.00
SR 70	SE AIRPORT RD	\$3,040								\$ 3,040.00
SR 70	NE TURNER RD	\$3,040								\$ 3,040.00
SR 70	POLK AVE	\$3,040								\$ 3,040.00
SR 70 Westbound	Robot				\$608					\$ 608.00
US 17 Northbound	South of Gason				\$608					\$ 608.00
US 17 Southbound LI SHIP	South of Gason				\$608					\$ 608.00
SR 70 Eastbound	Dade				\$608					\$ 608.00
SR 70 Eastbound	Pasco				\$608					\$ 608.00
SR 70 Westbound	Orange				\$608					\$ 608.00
Total Lump Sum *										\$ 43,168.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ 43,168.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
 TRAFFIC
 OPERATIONS
 04/15
 Exhibit B Page 1 of 1

**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: Includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on Intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC
OPERATIONS
04/15
Exhibit C Page 1 of 1

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- **Foundation, including condition of grout pad if present**
- **Anchor bolts and nuts**
- **Base plate**
- **Base plate connection to vertical member**
- **Hand hole and hand hole covers and inside of vertical member by removing hand hole covers**
- **Connections between vertical and horizontal members**
- **Any member splices**
- **Attachments**
- **Member caps**

AGENDA No. 14



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

DEPARTMENT: Administration
SUBJECT: Memorandum of Agreement (MOA)/State of Florida Dept. of Economic Opportunity

RECOMMENDED MOTION: **Motion to approve an MOA between the State of Florida Department of Economic Opportunity and the City of Arcadia.**

SUMMARY:

1. The MOA documents the terms and conditions for implementation of the Rural Area of Opportunity (RAO), formerly the Rural Area of Critical Economic Concern (RACEC) designation.
2. F.S. 288.0656(7)(b) and Executive order 16-150 RAO designation shall be contingent upon execution of an MOA between DEO and the governing bodies of the counties and municipalities included within the area. These MOAs shall specify the terms and conditions of the designations, duties and responsibilities of the counties and municipalities.
3. Arcadia is within the South Central Region composed of DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee counties, along with the cities of Belle Glade, Pahokee, and South Bay in Palm Beach County and the area around Immokalee included within the Round II Federal Rural Enterprise community located within northeast Collier County. All of these comprise the South Central Region.
4. The two designees from the city are not required to be appointed until the document receives final execution from the DEO.

FISCAL IMPACT: N/A

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

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

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

City Administrator: Terry Stewart  _____ Date: 10-21-16

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

**MEMORANDUM OF AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into by and between the State of Florida, Department of Economic Opportunity (DEO), and the City of Arcadia in DeSoto County (City). DEO and the City are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

I. Background and Purpose of MOA

- A. The purpose of this MOA is to document the terms and conditions of the implementation of the Rural Area of Opportunity (RAO), formerly the Rural Area of Critical Economic Concern (RACEC) designation.
- B. The Governor of Florida recognizes that successful rural communities are essential to the overall success of the State of Florida’s economy and quality of life, yet many rural communities struggle to maintain, support or enhance job creation activities and to generate revenues for critical government services.
- C. Florida’s Legislature also recognizes that rural communities continue to face extraordinary challenges in their efforts to significantly improve their economies, and as such, section 288.0656, Florida Statutes (F.S.), establishes the Rural Economic Development Initiative (REDI) within DEO, and authorizes the participation of State and regional organizations in this initiative. Section 288.0656(7)(a), F.S., provides for the designation of up to three RAOs. RAOs are rural communities that have been adversely affected by extraordinary economic events, severe or chronic distress, a natural disaster, or an event that presents a unique economic development opportunity of regional impact.
- D. Pursuant to section 288.0656(7), F.S., representatives of the State and regional agencies and organizations comprising the REDI met on February 19, 2016 and recommended the re-designation of the South Central region composed of DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, the cities of Belle Glade, Pahokee, and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County as a rural area of opportunity. Governor Rick Scott signed Executive Order 16-150 which re-designated the area for another five-year term with an expiration date of June 27, 2021.

II. The Rural Economic Development Initiative (REDI)

- A. REDI is a proactive, multi-agency effort responsible for coordinating and focusing efforts and resources of State and regional agencies on problems which affect the fiscal, economic, and community viability of Florida's economically distressed rural communities.

- B. REDI works with local governments, community-based organizations, and private organizations on the growth and development of these communities to find ways to enhance the local economy and resolve issues while balancing local environmental and growth management needs.

- C. Participating REDI representatives:
 - 1. must have comprehensive knowledge of their agencies' functions, both regulatory and service in nature, and of the State's economic goals, policies, and programs;
 - 2. act as the primary point of contact for their agencies on issues and projects relating to economically distressed rural communities;
 - 3. ensure prompt and effective response to problems arising with regard to rural issues;
 - 4. work closely with other REDI representatives in the identification of opportunities for preferential awards of program funds and allowances, and waiver of program requirements, when necessary, to encourage and facilitate long-term private capital investment and job creation;
 - 5. review and evaluate statutes and rules for adverse impact on rural communities and the development of alternative proposals to mitigate that impact;
 - 6. undertake outreach, capacity-building, and other advocacy efforts to improve conditions in rural communities;
 - 7. ensure each district office or facility of their agencies is informed about REDI;
 - 8. provide assistance throughout their agencies in the implementation of REDI activities;
 - 9. recognize counties and communities with RAO designations as eligible for a reduction or waiver of financial match of state grants and permit fees, as well as waivers of the criteria, requirements, or similar provisions of economic development incentives; and
 - 10. recognize designated RAOs are priority assignments for REDI, per section 288.0656(7)(a), F.S.

- D. On a case-by-case basis, REDI may recommend to the Governor waivers of criteria, requirements or similar provisions of any economic development incentive. Such incentives shall include, but not be limited to:
 - 1. the Qualified Targeted Industry Tax Refund Program under section 288.106, F.S.,
 - 2. the Quick Response Training Program under section 288.047, F.S.,
 - 3. the WAGES Quick Response Training Program under section 288.047(8), F.S.,
 - 4. the Economic Development Transportation Fund under section 339.2821, F.S.,
 - 5. the Brownfield Bonus Tax Program under section 288.107, F.S., and
 - 6. the Rural Job Tax Credit Program under sections 212.098 and 220.1895, F.S.

- E. Section 288.0656(7)(c), F.S., states: “[e]ach rural area of opportunity may designate catalyst projects, provided that each catalyst project is specifically recommended by REDI, identified as a catalyst project by Enterprise Florida, Inc. [EFI], and confirmed as a catalyst project by the department [DEO]. All state agencies and departments shall use all available tools and resources to the extent permissible by law to promote the creation and development of each catalyst project and the development of catalyst sites.”
- F. REDI reviews the RAO designation and may recommend the designation of the area, counties, or municipalities be terminated or continued based upon performance under this MOA.

III. The Participating Community

- A. Pursuant to section 288.0656(7)(b), F.S., and Executive Order 16-150, RAO designation shall be contingent upon the execution of a MOA between DEO and the governing bodies of the counties and the municipalities included within the area. Such MOAs shall specify the terms and conditions of the designations and the duties and responsibilities of the counties and municipalities.
- B. The City agrees that fulfillment of the following duties and responsibilities, as reasonably determined by REDI, are required for recommendation by REDI for continued RAO designation.
- C. The City shall:
 - 1. designate a specific contact person from among City elected or appointed officials to serve as a point of contact in all matters and activities relating to the South Central RAO;
 - 2. designate a specific person from a non-profit organization actively engaged in economic development within the City, to serve as the single point of contact to represent and provide input on all economic development matters and activities relating to the South Central RAO, and to receive and process leads and referrals from EFI;
 - 3. include contact information for designees on Exhibit A, attached hereto, (these designees may be the same designee to serve as the representative to other similar organizations); the City shall inform DEO in writing by either mail or email of any changes to the specified persons within ten (10) business days of the change;
 - 4. in order to help build knowledge and skill sets required to compete more effectively for job creating projects, ensure one or both of the designated representatives

participate in at least two economic development training events offered by DEO, EFI, Florida Economic Development Council (FEDC), utility companies, and/or other state or national recognized economic development organizations during the term of this MOA; and

5. in order to facilitate the retention and expansion of existing businesses, as well as the recruitment of new businesses, ensure one or both of the designated representatives:
 - a) work closely with the designated County point of contact to gather information on available buildings and sites for inclusion in statewide and regional databases, including but not limited to, those developed by EFI (www.enterpriseflorida.com/find-properties), Florida Power and Light, Duke Energy, or regional organizations, and
 - b) work closely with the designated County point of contact to provide DEO with an overview and timeline of the City permitting process, plan approval and business licensing requirements within 180 days of the execution of this MOA.

IV. Implementation and Duration

- A. Pursuant to Executive Order 16-150, the designation of the South Central RAO affecting the counties of DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee, the cities of Belle Glade, Pahokee and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County, shall be in effect for five years and will expire on June 27, 2021.
- B. REDI may recommend the RAO designation and this MOA be terminated or continued based on performance under this MOA.
- C. This MOA shall take effect immediately upon full and proper execution by all Parties, and supersedes and replaces any and all previous such RACEC and RAO agreement(s) between the Parties.
- D. This MOA shall expire on June 27, 2021, unless terminated earlier.
- E. Both Parties shall review this MOA annually. If revisions are needed, notification shall be given to both Parties in writing of the specific changes desired with the proposed amendment language and the reasons for the revisions. With the mutual consent of both Parties, the proposed changes shall become effective when both Parties have duly executed an amendment to this MOA.
- F. The City may terminate this MOA at any time upon written notice to DEO.

G. RAO designation is, by statute and Executive Order, contingent upon execution of a MOA between the Parties. REDI shall recommend the RAO designation be terminated if this MOA is not duly executed or if this MOA is terminated and another MOA is not timely and duly executed in its place.

V. EXECUTION

I have read the above MOA and the Exhibit thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the Exhibit hereto, the Parties have caused to be executed this MOA by their undersigned officials duly authorized.

CITY OF ARCADIA

DEPARTMENT OF ECONOMIC OPPORTUNITY

By _____
 Signature
 Susan Coker
~~Judy Wertz-Strickland,~~
 Title Mayor

 Date _____

By _____
 Signature
 Taylor Teepell, Director,
 Title Division of Community
 Development

 Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

EXHIBIT A – DESIGNATED CONTACTS
City of Arcadia

Contact Information for an Elected or Appointed Official

Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

**Contact Information for One Person from
a Non-Profit Organization Engaged in Economic Development**

Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Please complete this page and return with the signed MOA. The City is required to inform DEO of any changes to this information within ten business days of a change.

DEPARTMENT REPORTS

**CITY OF ARCADIA
SUMMARY OF ALL FUNDS
AS OF SEPTEMBER 30, 2016**

REVENUES:

FUND:	AMENDED BUDGET	ACTUAL REVENUE	REMAINING	% REC'D
GENERAL FUND:	4,836,924	4,831,457	5,467	99.9%
SM. CTY SURTAX/ CAP IMP.:	478,047	482,568	(4,521)	100.9%
ROAD / STREET PROJECTS	1,144,764	1,144,764	0.00	100.0%
MCSWAIN RESTORATION	544,726	544,726	0.00	100.0%
<u>ENTERPRISE FUNDS:</u>				
WATER/SEWER FUND:	5,326,915	4,663,786	663,129	87.6%
SOLID WASTE FUND:	793,799	812,924	(19,125)	102.4%
AIRPORT FUND:	283,452	232,336	51,116	82.0%
TOTAL ALL FUNDS:	13,408,627	12,712,561	696,066	94.8%

EXPENSES

FUND:	BUDGETED EXPENSES	ACTUAL EXPENSES	REMAINING	% USED
GENERAL FUND:	4,836,924	4,373,184	463,740	90.4%
SM. CTY SURTAX/ CAP IMP.:	428,136	106,122	322,014	24.8%
ROAD / STREET PROJECTS	1,144,764	1,023,962	120,802	89.4%
MCSWAIN RESTORATION	544,726	544,726	-	100.0%
<u>ENTERPRISE FUNDS:</u>				
WATER/SEWER FUND:	5,326,915	3,688,106	1,638,809	69.2%
SOLID WASTE FUND:	793,799	712,504	81,295	89.8%
AIRPORT FUND:	283,452	118,113	165,339	41.7%
TOTAL ALL FUNDS:	13,358,716	10,566,717	2,791,999	79.1%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF SEPTEMBER 30, 2016

GENERAL FUND REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
AD VALORUM TAXES				
Ad Valorem Taxes - Current	1,473,256	1,430,814	42,442	97.1%
Ad Valorem Taxes - Delinquent	-	-	-	0.0%
Interest on AD Valorem Tax	-	107	(107)	100.0%
Tax Certificate Sales	-	109,077	(109,077)	0.0%
Total AD Valorem Taxes	1,473,256	1,539,997	(66,741)	104.5%
SALES & USE TAX				
	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
State Local Option Fuel Tax New (1-5 Cent Tax)	88,274	91,164	(2,890)	103.3%
Gas Tax 5 & 6 Cents (1-6 Cent Tax)	181,642	170,001	11,641	93.6%
Total Sales & Use Tax	269,916	261,165	8,751	96.8%
FRANCHISE FEES				
	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Electricity Franchise	400,000	442,646	(42,646)	110.7%
Total Franchise Fees	400,000	442,646	(42,646)	110.7%
UTILITY SERVICE TAX (PST)				
	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Electricity Utility Tax	300,000	383,364	(83,364)	127.8%
Water Utility Tax	107,000	143,709	(36,709)	134.3%
Gas Utility Tax	20,000	15,689	4,311	78.4%
Communications Service Tax	227,125	195,522	31,603	86.1%
Total Utility Service Tax	654,125	738,284	(84,159)	112.9%
OTHER GENERAL TAXES				
	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Local Business Tax Receipts	40,000	47,486	(7,486)	118.7%
Total Other General Taxes	40,000	47,486	(7,486)	118.7%
OTHER REVENUES				
	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Cemetary Lots	9,000	15,772	(6,772)	175.2%
Land Sales	-	7,500	(7,500)	
Total Other Revenues	9,000	23,272	(14,272)	175.2%
BUILDING PERMITS				
	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Building Permits	5,000	13,875	(8,875)	277.5%
Total Building Permits	5,000	13,875	(8,875)	277.5%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF SEPTEMBER 30, 2016

GENERAL FUND REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
OTHER LICENSES & PERMITS				
Zoning Fees	2,750	400	2,350	14.5%
Maps	-	-	-	0.0%
Other Licenses & Permits	6,000	845	5,155	14.1%
Total Other Licenses & Permits	8,750	1,245	7,505	14.2%
FEDERAL GRANTS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204	39,386	(10,182)	134.9%
Rural Investigation Grant	-	-	-	0.0%
JAGC 2016-DESO-2 R3-097 GRANT	8,437	8,363	74	0.0%
JAGC 2015 1 R1 003 BODY CAMERA GRANT	-	1,484	(1,484)	0.0%
Total Federal Grants	37,641	49,233	(11,592)	130.8%
STATE GRANTS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Dept. of Transportation US 17 Widening	-	-	-	0.0%
Dept. of Economic OPP Planning Grant	-	-	-	0.0%
Hurricane Grant	-	-	-	0.0%
Total State Grants	-	-	-	0.0%
STATE SHARED REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
State Half Cents Sales Tax	268,692	263,225	5,467	98.0%
State Shared Motor Fuel	66,176	62,202	3,974	93.9%
State Shared Sales Tax	213,048	200,144	12,904	92.7%
Mobile Home License	2,500	2,318	182	92.7%
Alcoholic Beverage Licenses	3,300	4,731	(1,431)	143.4%
State of FL Lighting Maintenance Agreement	44,498	44,498	-	100.0%
State of FL Traffic Light Maintenance Agreement	43,168	43,168	-	100.0%
State of FL Pension Contribution	-	-	-	0.0%
Total State Shared Revenues	641,382	620,286	21,096	96.7%
SHARED REVENUES FROM LOCAL UNITS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
School Guard Crossing - School Board	18,000	13,940	4,060	77.4%
DeSoto County Business Tax	1,500	2,275	(775)	100.0%
Total Shared Revenue from Local Units	19,500	16,215	3,285	83.2%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF SEPTEMBER 30, 2016

GENERAL FUND REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
PUBLIC SERVICE REVENUE				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	239,980	-	239,980	0.00%
Accident Reports	900	2,032	(1,132)	225.79%
Code Enforcement Fees	1,000		1,000	0.00%
Total Public Safety Revenue	241,880	2,032	239,848	0.84%
CULTURE/RECREATION	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
GOLF COURSE & PRO SHOP				
Golf Course Green Fees	75,000	68,865	6,135	91.8%
Cart Rentals	100,000	82,300	17,700	82.3%
Golf Course Membership Fees	100,000	67,916	32,084	67.9%
Pro Shop & Food and Beverage	60,000	28,181	31,819	47.0%
Total Golf Course & Pro Shop	335,000	247,263	87,737	73.8%
Other Culture / Recreation				
Rent Fees for Speer Center	1,000	-	1,000	0.0%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
Golf Banquet Hall Rental	-	279	(279)	0.0%
Smith Brown Gym Rent	-	2	(2)	0.0%
Total Other Culture / Recreation	1,000	281	719	28.1%
Total Culture / Recreation	336,000	247,544	88,456	73.7%
FINES & FORFEITURES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Court Fines	23,000	45,836	(22,836)	199.3%
Police Education	-	-	-	0.0%
Misc Charges for Services	8,000	7,470	530	93.4%
Taxi Application Fees	4,000	3,325	675	83.1%
Parking Violations	500	706	(206)	0.0%
Towing Fees	-	-	-	0.0%
Impound	8,500	4,688	3,813	55.1%
Confiscated and Restitution (from Law Enforcement Trust)	-	-	-	0.0%
Total Fines and Forfeitures	44,000	62,024	(18,024)	141.0%
INTEREST EARNINGS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Law Enforcement Trust Income	-	-	-	0.0%
Other Interest	250	-	250	0.0%
Unrealized Gain	-	-	-	0.0%
Bond Interest	-	-	-	0.0%
Total Interest Earnings	250	-	250	0.0%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF SEPTEMBER 30, 2016

GENERAL FUND REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
RENTS & ROYALTIES				
Mobile Home Park Rent	194,000	195,238	(1,238)	100.6%
Mobile Home Park Laundry	1,000	639	361	63.9%
Total Rents & Royalties	195,000	195,877	(877)	100.4%
SALES/COMP FOR LOSS OF FIXED ASSET	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Sale of Fixed Asset	-	-	-	-
SALE OF SURPLUS MATERIALS/SCRAP	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Sale of Surplus Materials	5,000	486	4,514	9.7%
Total Sale of Surplus Materials	5,000	486	4,514	9.7%
CONTRIBUTIONS/DONATIONS FROM PRIVATE	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Miscellaneous Donations -Police	-	40,000	(40,000)	0.0%
Jim Space Foundation Donation	-	-	-	0.0%
Saturday Night Lights	-	8,550	(8,550)	0.0%
Total Contributions/ Donations from Private	-	40,000	(40,000)	0.0%
OTHER MISC REVENUE	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Copies - City Hall	200	137	63	68.5%
Copies - Police Station	-	-	-	0.0%
Miscellaneous	500	605	(105)	121.0%
Miscellaneous Refunds	-	57,215	(57,215)	0.0%
Special Detail APD	4,000	7,683	(3,683)	0.0%
Shop With A Cop	-	12,626	(12,626)	0.0%
Total Other Misc Revenue	4,700	78,266	(73,566)	2.91%
CONTRIBUTION FROM OTHER FUNDS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Transfer from Water (Loan)	53,000	53,000	-	100.0%
Transfer from Surtax to Streets for Street Sweeper (BA#2016-03)	19,171	19,171	-	100.0%
Transfer from Surtax to Fire Control for Fire Truck (BA#2016-03)	22,900	22,900	-	100.0%
Transfer from Surtax to Fire Control for Roof Rpr (BA#2016-03)	7,840	7,840	-	100.0%
Transfer from Street Project to Street Dept. (BAX#2016-03)	100,000	100,000	-	100.0%
Total Contribution from Other Funds	202,911	202,911	-	100.0%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF SEPTEMBER 30, 2016

CHARGE BACKS FROM ENTERPRISE FUNDS				
	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Transfers In	248,613	248,613	-	100.0%
FUND BALANCE				
	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Fund Balance		-	-	0.0%
TOTAL GENERAL FUND REVENUES	4,836,924	4,831,457	5,467	99.9%

CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF SEPTEMBER 30, 2016

LEGISLATIVE/COUNCIL EXPENSES				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	22,932	22,930	2	100.0%
Operating Expenses	57,514	503	57,011	0.9%
TOTAL LEGISLATIVE/COUNCIL	80,446	23,433	57,013	29.1%

RETIREE & COUNCIL RETIREES				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	88,022	109,902	(21,880)	124.9%

EXECUTIVES				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	326,339	337,608	(11,269)	103.5%
Operating Expenses	31,711	17,958	13,753	56.6%
TOTAL EXECUTIVE	358,050	355,566	2,484	99.3%

FINANCIAL & ADMINISTRATIVE				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	168,284	172,992	(4,708)	102.8%
Operating Expenses	87,523	89,055	(1,532)	101.8%
TOTAL FINANCE & ADMINISTRATIVE	255,807	262,047	(6,240)	102.4%

LEGAL COUNCIL				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Professional Services	70,100	54,651	15,449	78.0%
Other Legal Services	10,000	280	9,720	2.8%
TOTAL LEGAL COUNCIL	80,100	54,931	25,169	68.6%

COMPREHENSIVE (COMMUNITY DEVELOPMENT)				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	71,060	66,498	4,563	93.6%
Operating Expenses	64,884	37,923	26,962	58.4%
TOTAL COMPREHENSIVE	135,944	104,420	31,524	76.8%

OTHER GOVERNMENT SERVICES				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	15,000	12,724	2,276	84.8%
Operating Expenses	157,816	137,644	20,172	87.2%
Contingency	116,638	-	116,638	0.0%
TOTAL OTHER GOVERNMENTAL SERVICES	289,454	150,368	139,086	51.9%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF SEPTEMBER 30, 2016**

LAW ENFORCEMENT				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	1,154,897	1,147,691	7,206	99.4%
Operating Expenses	220,862	190,471	30,391	86.2%
Capital Outlay	27,000	25,849	1,151	95.7%
TOTAL LAW ENFORCEMENT	1,402,759	1,364,011	38,748	97.2%

*NOTE: The Police & Fire Pension is split 50.5% for Police and 49.5% for Fire Control. The amount allocated to Police year to date is \$156,191.55. The amount for Fire is \$153,098.64 and is expended under Fire Control.

VICTIMS OF CRIMES GRANT				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	40,479	44,253	(3,774)	109.3%
TOTAL VICTIMS OF CRIMES GRANT	40,479	44,253	(3,774)	109.3%

POLICE EQUIPMENT GRANT				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
APD ANTI-DRUG - 2016	8,437	8,363	74	99.1%
TOTAL POLICE EQUIPMENT GRANT	8,437	8,363	74	99.1%

SCHOOL CROSSING GUARD				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	18,447	15,911	2,536	86.3%
Operating Expenses	375	-	375	100.0%
TOTAL SCHOOL CROSSING GUARD	18,822	15,911	2,911	84.5%

SHOP WITH A COP EXPENSES				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Operating Expenses	-	12,888	(12,888)	0.0%
TOTAL SCHOOL CROSSING GUARD	-	12,888	(12,888)	0.0%

SPECIAL DETAIL				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Operating Expenses	-	1,223	(1,223)	0.0%
TOTAL SCHOOL CROSSING GUARD	-	1,223	(1,223)	0.0%

TOTAL ALL LAW ENFORCEMENT	1,470,497	1,446,648	23,849	98.4%
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FIRE CONTROL				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Operating Expenses	438,223	402,424	35,799	91.8%
TOTAL FIRE CONTROL	438,223	402,424	35,799	91.8%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF SEPTEMBER 30, 2016**

CEMETERY				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	37,478	36,671	807	97.8%
Operating Expenses	21,591	11,386	10,205	52.7%
TOTAL CEMETERY	59,069	48,057	11,012	81.4%

STREET DEPARTMENT				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	209,419	133,369	76,050	63.7%
Operating Expenses	220,254	237,736	(17,482)	107.9%
Capital Outlay	75,000	80,891	(5,891)	0.0%
TOTAL STREET DEPARTMENT	504,673	451,997	52,676	89.6%

OTHER TRANSPORTATION				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	9,390	9,736	(346)	103.7%
Operating Expenses	78,460	22,416	56,044	28.6%
TOTAL OTHER TRANSPORTATION	87,850	32,152	55,698	36.6%

VEHICLE AND FACILITY MAINTENANCE				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	105,506	103,780	1,726	98.4%
Operating Expenses	20,063	16,426	3,637	81.9%
Capital Outlay	3,500	2,556	944	73.0%
TOTAL VEHICLE AND FACILITY MAINTENANCE	129,069	122,762	6,307	95.1%

PARKS DEPARTMENT				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	170,001	149,062	20,939	87.7%
Operating Expenses	73,373	61,550	11,823	83.9%
Capital Outlay	-	-	-	0.0%
TOTAL PARKS DEPARTMENT	243,374	210,612	32,762	86.5%

MOBILE HOME PARK				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	48,314	45,446	2,868	94.1%
Operating Expenses	117,453	100,962	16,491	86.0%
Capital Outlay	5,000	-	5,000	0.0%
TOTAL MOBILE HOME PARK	170,767	146,408	24,359	85.7%

CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF SEPTEMBER 30, 2016

GOLF COURSE				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	167,884	176,293	(8,409)	105.0%
Operating Expenses	242,831	221,635	21,196	91.3%
Capital Outlay				0.0%
TOTAL GOLF COURSE	410,715	397,928	12,787	96.9%

WAY BUILDING				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	5,366	8,983	(3,617)	167.4%
Operating Expenses	29,500	38,848	(9,348)	131.7%
TOTAL WAY BUILDING	34,866	47,830	(12,964)	137.2%

SATURDAY NIGHT LIGHTS				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Operating Expenses		5,699	(5,699)	0.0%
SATURDAY NIGHT LIGHTS		5,699	(5,699)	0.0%
TOTAL GENERAL FUND EXPENSES	4,836,924	4,373,184	463,740	90.4%

**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
BUDGETED REVENUE
AS OF SEPTEMBER 30, 2016**

	Amended Budget	Actual	Remaining	% Used
Small Cty. Surtax	428,136	482,568	(54,432)	112.7%
Interest SBA	-			
Other Interest Earnings	-			
Interest on Investment Acct	-			
Unrealized Gain	-			
Other Miscellaneous	-			
Fund Balance Reserves	-			
Transfers Out	49,911			
Total Surtax/Capital	478,047	482,568	(4,521)	100.9%

CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
EXPENSES
AS OF SEPTEMBER 30, 2016

	Budgeted	Actual	Remaining	% Used
Way Building				
Council Chambers	-			
Improvements (Computer Upgrade)	10,000.00	6,211.00	3,789	62.1%
Total Way Building	10,000.00	6,211.00	3,789	
Streets				
Street, Sidewalks & Curbs	-	-	-	0.0%
Stormwater Projects	-	-	-	-
Machinery & Equipment	-	-	-	-
Principal Bond Payments	-	-	-	-
ADM Fees - Bond 2003	-	-	-	-
Interest Bond Payments	-	-	-	-
Bond Administration Expense	-	-	-	-
Improvements (Computer Upgrades)	-	-	-	-
Total Streets	-	-	-	0.0%
Debt Service				
Principal	-	-	-	-
Interest	-	-	-	-
Total Debt Service	-	-	-	-
Police				
Improvements	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Police	-	-	-	-
Parks and Recreation				
Improvements Golf Course	55,000	45,000	10,000	0.0%
Land	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Parks	55,000	45,000	10,000	0.0%
Contingency	413,047	54,911	358,136	13.3%
Transfers Out to Other Funds				
Total Capital Improvement/ Surtax	478,047	106,122	371,925	22.2%

**CITY OF ARCADIA
ROAD / STREET PROJECTS
REVENUES / EXPENSES
AS OF SEPTEMBER 30, 2016**

ROAD / STREET PROJECTS - REVENUES

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
TRANSFER FROM STREET RESERVE	500,000	500,000	-	100.0%
TRANSFER FROM INFRASTRUCTURE	500,000	500,000	-	100.0%
TRANSFER IN FROM STREET RESERVE	83,746	83,746	-	100.0%
TRANSFER IN FROM INFRASTRUCTURE RES	161,018	161,018	-	100.0%
TRANSFER OUT TO STREET DEPT FOR POTHOLE PATCHER PROJECT	(100,000)	(100,000)	-	100.0%
TOTAL ROAD / STREET PROJECTS - REVENUE	1,144,764	1,144,764	-	100.0%

ROAD / STREET PROJECTS - EXPENSES

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
Street, Sidewalks & Curbs	683,746	696,365	(12,619)	101.8%
Stormwater Projects	461,018	327,597	133,421	71.1%
TOTAL ROAD / STREET PROJECTS - EXPENSE	1,144,764	1,023,962	120,802	89.4%

CITY OF ARCADIA
MCSWAIN RESTORATION
REVENUES / EXPENSES
AS OF SEPTEMBER 30, 2016

MCSWAIN RESTORATION - REVENUES

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
Mosaic Contribution	500,000	500,000	-	100.0%
Transferred from Surtax	44,726	44,726	-	100.0%
TOTAL MCSWAIN REVENUES	544,726	544,726	-	100.0%

MCSWAIN RESTORATION - EXPENSES

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
Contractual	544,726	544,726	-	100.0%
TOTAL MCSWAIN EXPENSES	544,726	544,726	-	100.0%

**CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
REVENUE
AS OF SEPTEMBER 30, 2016**

WATER/SEWER ENTERPRISE FUND REVENUES:

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
Water Revenue	2,294,541	2,438,778	(144,237)	106.3%
Water Tap Fees	15,000	73,395	(58,395)	489.3%
Water Reconnect Fees	25,000	21,730	3,270	86.9%
Late Fees	100,000	156,656	(56,656)	156.7%
Sewer Revenue	1,637,374	1,737,064	(99,690)	106.1%
Sewer Tap Fees	5,000	160,680	(155,680)	3213.6%
Water Meter Deposit interest	-	-	-	0.0%
Lee Avenue Water & Sewer Impr. Grand - DEP	250,000	-	250,000	0.0%
Water Pollution SRF/GRANT - DEP	1,000,000	74,999	925,001	0.0%
Miscellaneous	-	483	(483)	0.0%
Leachate Payments	-	-	-	0.0%
Fund Balance	-	-	-	0.0%
Total Current Revenues	5,326,915	4,663,786	663,129	87.6%

CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
EXPENSES
AS OF SEPTEMBER 30, 2016

WATER/SEWER ENTERPRISE FUND EXPENSES:

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
Water Treatment Plant				
Personnel Services	150,361	134,717	15,645	89.6%
Operating Expenses	347,425	302,474	44,951	87.1%
Capital Outlay	-	-	-	0.0%
Debt Service Principal	358,696	309,758	48,938	0.0%
Total WTP Expenses	856,482	746,948	109,533	87.2%
Waste Water Plant				
Personnel Services	280,720	259,466	21,254	92.4%
Operating Expenses	594,756	556,929	37,827	93.6%
Capital Outlay	25,000	-	25,000	0.0%
Total WWP Expenses	900,476	816,395	84,081	90.7%
Utility Collections & Billing				
Personnel Services	176,473	185,258	(8,785)	105.0%
Operating Expenses	122,637	124,484	(1,847)	101.5%
Total UB Expenses:	299,110	309,742	(10,632)	103.6%
Water Systems				
Personnel Services	177,113	165,080	12,034	93.2%
Operating Expenses	137,545	116,738	20,807	84.9%
Capital Outlay	30,000	14,110	15,890	47.0%
Total Debt Service	625,558	625,558	0	100.0%
Total Water Systems Expenses	970,216	921,486	48,731	95.0%
Waste Water Systems				
Personnel Services	148,057	160,842	(12,785)	108.6%
Operating Expenses	98,392	57,077	41,315	58.0%
Capital Outlay	1,250,000	600,582	649,418	0.0%
Total Waste Water Systems Expenses	1,496,449	818,501	677,948	54.7%
City-County Interconnect	-			
US #17 Widening	-	29,382	(29,382)	
Subtotal:	4,522,733	3,642,454	880,279	80.5%
RENEW AND REPLACE	450,000	45,652	404,348	10.1%
CONTINGENCY	354,182	-	354,182	0.0%
TOTAL WATER/SEWER ENTERPRISE FUND EXPENSES:	5,326,915	3,688,106	1,638,809	69.2%

**CITY OF ARCADIA
SOLID WASTE ENTERPRISE FUND
REVENUES / EXPENSES
AS OF SEPTEMBER 30, 2016**

SOLID WASTE ENTERPRISE FUND REVENUES:

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
Garbage Revenue	773,799	807,738	(33,939)	104.4%
Extra Trash Pick-Up	20,000	5,186	14,814	25.9%
Other Income	-	-	-	0.0%
Miscellaneous		-	-	0.0%
TOTAL SOLID WASTE REVENUES	793,799	812,924	(19,125)	102.4%

SOLID WASTE ENTERPRISE FUND EXPENSES:

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	284,378	269,901	14,477	94.9%
OPERATING EXPENSES	236,421	181,639	54,782	76.8%
LANDFILL CHARGES	273,000	260,965	12,035	95.6%
CAPITAL OUTLAY	-	-	-	0.0%
TOTAL SOLID WASTE EXPENSES	793,799	712,504	81,295	89.8%

**CITY OF ARCADIA
AIRPORT ENTERPRISE FUND
REVENUES / EXPENSES
AS OF SEPTEMBER 30, 2016**

AIRPORT ENTERPRISE FUND REVENUES:

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
Federal Grants - F.A.A. - Taxiway B	162,900	-	162,900	0.0%
State Grants -F.D.O.T. - Taxiway B	18,100	-	18,100	0.0%
FAA-Master Plan	-	141,790	(141,790)	
Rent	89,084	90,546	(1,462)	101.6%
Insurance Reimbursements	-	-	-	0.0%
Transfer from Fund Balance	13,368	-	13,368	0.0%
TOTAL AIRPORT REVENUES	283,452	232,336	51,116	101.6%

AIRPORT ENTERPRISE FUND EXPENSES:

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	11,914	1,101	10,813	9.2%
OPERATING EXPENSES	90,538	109,852	(19,314)	121.3%
CAPITAL OUTLAY	181,000	-	181,000	0.0%
MASTER PLAN		7,160	(7,160)	
TOTAL AIRPORT EXPENSES	283,452	118,113	165,339	41.7%