

AGENDA No. 10



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date:

Nov. 17, 2015

DEPARTMENT: Utilities

SUBJECT: Request for approval of Sand and Grit Removal project and 85/15 grant

RECOMMENDED MOTION: **Motion to approve a necessary Sand and Grit removal project for the City of Arcadia Wastewater plant, said project work to be accomplished by Polston Applied Technologies, LLC as retained by the Florida Rural Water Association (FRWA) and funded with an 85% (\$28,726) grant by the FRWA and 15% (\$1,586) by the City.**

SUMMARY: Over many years of continuous use, the wastewater treatment plant has experienced a buildup of sand and grit within the facility. This buildup has a negative impact upon the efficient and effective operation of the plant and must be removed.

The FRWA has agreed to fund 85% of this \$30,312 project and the City will be responsible for payment of \$1,586.

The FRWA has selected Poston Applied Technologies as the vendor for this project following applicable Florida Statutes governing vendor selection and purchasing.

The FRWA will be responsible to make direct payment of its portion of this project (85%) and the city will be responsible for payment its portion, (15%).

Funds are available within the Utility Department 2015-16 budget and this payment methodology will not entail an increase in that budget due to award of the grant.

FISCAL IMPACT: \$1,586

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: AJ Berndt

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart

Date: 11/05/15

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

SAND AND GRIT CONTRACT

THIS CONTRACT is entered into between POLSTON APPLIED TECHNOLOGIES, LLC, whose address is 1990 Main Street, Suite 750, Sarasota, Florida 34236 (hereinafter referred to as the "Vendor") and the City of Arcadia, whose address is 223 S. Parker Avenue, Arcadia, Florida 34266 (hereinafter referred to as the "System"), and FLORIDA RURAL WATER ASSOCIATION, whose address is 2970 Wellington Circle, Tallahassee, Florida 32309-7813 (hereinafter referred to as the "FRWA"), to provide Sand and Grit removal services to facilities located in the Arcadia, Florida.

In consideration of the mutual benefits to be derived here from, the PARTIES OF THIS CONTRACT do hereby agree as follows:

1. The System does hereby retain the Vendor to provide sand and grit removal services to properties located in Arcadia, Florida as defined herein and in accordance with Attachment A, attached hereto and made a part hereof. The Vendor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. The Vendor shall perform the services in a proper and satisfactory manner as reasonably determined by the FRWA. Any and all equipment, products, or materials necessary to perform these services or requirements as further stated herein, shall be supplied by the Vendor. System shall cooperate with Vendor to allow Vendor reasonable access and other accommodations as may be reasonably necessary for the timely and efficient performance of the services. Each of the parties represents and warrants to other parties that it has the requisite legal power and authority to enter into and perform the terms hereof and that this agreement is enforceable in accordance with the terms hereof.
3. This Contract shall begin upon execution by all parties and remain in effect for a period of one hundred twenty (120) days. The Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract.
 - A. As consideration for the services rendered by the Vendor under the terms of this Contract, the System and the FRWA shall pay the Vendor on a fixed price basis, as described in Attachment A & B. It is understood and agreed that the System will be responsible for 5% and the FRWA will be responsible for 95% of the Sand and Grit removal costs and both the system and FRWA will each be responsible for 50% of the lime costs. Any costs incurred by the System for repair or replacement of the manifold and its components and for hauling and disposal will be the sole responsibility of the System. It is understood and agreed that the Vendor shall not commence work on any services that are not part of this agreement.
 - B. The Vendor shall submit costs for the Sand and Grit removal and any hauling and disposal costs to FRWA upon completion of the project. Upon review and approval of such costs by FRWA (which approval shall not be unreasonably withheld or delayed) the Vendor will submit final invoices to the System and FRWA at the address identified in Attachment A. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- C. The System payment shall be due within 30 days of invoice from Vendor and late payments shall bear interest at 10% per annum. Payment of interest without payment in full of all amounts owed shall not cure any default
 - D. The Vendor shall submit to FRWA invoices for all completed projects by the 22nd of each month. The FRWA payment is due within 30 days of this date. Late payments shall bear interest at 10% per annum. Payment of interest without payment in full of all amounts owed shall not cure any default.
4. The System may terminate this Contract at any time in the event of the failure of the Vendor to fulfill any of its obligations under this Contract. Prior to termination, the System shall provide (10) calendar days written notice of its intent to terminate and shall provide the Vendor an opportunity to consult with the System regarding the reason(s) for termination and an opportunity to cure deficiencies prior to termination.
- A. The parties hereto may terminate this Contract for convenience as evidenced by formal written amendment signed by all parties, which clearly describes the basis for the termination.
 - B. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 5.
5. Any and all notices shall be delivered to the parties at the following addresses:
- A. Vendor Address: Polston Applied Technologies
1990 Main Street, Suite 750
Sarasota, FL 34236
 - B. FRWA Address: Florida Rural Water Association
2970 Wellington Circle
Tallahassee, FL 32309-7813
 - C. System Address: City of Arcadia
223 S. Parker Avenue
Arcadia, FL 34266
6. The FRWA's Contract Manager is Gary Williams, phone (850) 668-2746. The Vendor's Contract Manager is Richard Smith, phone (941) 444-1440 and the System's Contract Manager is Steve Underwood, phone (863) 494-3464. All matters shall be directed to the Contract Managers for appropriate action or disposition.
7. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

CITY OF ARCADIA

POLSTON APPLIED TECHNOLOGIES, LLC

BY: _____
TITLE:

BY: _____
TITLE: Denver J. Stutler, Jr., Manager

DATE: _____

DATE: _____

FLORIDA RURAL WATER ASSOCIATION

BY: _____
TITLE: Gary Williams, Executive Director

DATE: _____

List of attachments/exhibits included as part of this Contract:

Attachment A: Scope of Services (2 pages)

Attachment B: FRWA Sand and Grit Checklist for City of Arcadia (5 pages)

ATTACHMENT A
SCOPE OF SERVICES

The objective of this project is to provide sand and grit removal services for the City of Arcadia, Florida from Recirc Station #1, Recirc Station #2, Splitter Box #1 and Master Lift Station. See attached checklist.

SCOPE OF WORK

The Vendor shall provide all labor, equipment, and material for removal of Sand and Grit from the facilities identified in this Attachment of the contract. This shall include the following:

- Work must be performed to allow system to remain in operation during the sand and grit removal process.
- The Vendor will, assuming conditions allow, hoist and secure the manifold out of the basins to allow inspection and repair of the diffusers by the System and then lift back into the basin at no charge to the System.
- The Vendor will provide the tonnage of Sand and Grit removed to FRWA.
- The Vendor will estimate the hauling and disposal costs as part of this contract. Actual costs will be used in the final determination of payment.
- The Vendor will submit final cost to FRWA for review and approval prior to invoicing the System upon completion of all work. Invoices for hauling and disposal will be included in the documentation.

The System shall provide all labor, equipment, and material for inspection, repair/replacement of manifold and its components, shall provide sampling results, shall assist FRWA with documentation of the project and is responsible for material disposal costs. This shall include the following:

- The System will repair and replace any broken or malfunctioning diffuser heads after the manifold is pulled from the tank. This will require having needed diffusers on-hand at the time of cleaning. The System will be responsible for all costs associated with the manifold repair.
- The System will submit their cost for repair of the manifold and its diffuser and will provide a detailed description of the work performed.
- The System will provide sample results for both pre and post Sand and Grit removal for BOD, TSS and Nitrates.
- The System will assist in collecting information to document regulatory cost savings, energy cost savings, and capacity capital cost savings.
- The System will be responsible for all costs associated with the hauling and disposal. There is no additional hauling cost if sand and grit is disposed of onsite.
- The System will be responsible for meeting all regulatory requirements for onsite disposal. The costs associated with lime addition shall be shared fifty percent (50%)

by the System and fifty percent (50%) by FRWA.

The FRWA shall provide all labor necessary for inspection of facilities and review of the project upon completion. This shall include the following:

- Upfront evaluation to demonstrate a good project for the System, the Vendor and the State.
- The FRWA will inspect project upon completion and certify to the Florida Department of Environmental Protection that the work has satisfactorily been completed.
- The FRWA will review all final costs prior to invoicing by the Vendor.

FINANCIAL CONSEQUENCES

No payment shall be made for unsatisfactory work or work not performed in compliance with this agreement.

PROJECT DESCRIPTION

The vendor shall remove sand and grit from the facilities identified in Attachment B. Facilities include Recirc Station #1, Recirc Station #2, Splitter Box #1 and Master Lift Station.

COST DETAILS

The total estimated cost for the removal of sand and grit for this project is \$30,156.00. The System has selected onsite disposal. The cost of the lime for this option will be shared 50% by the System and 50% by FRWA. Table I shows a breakdown of the cost of services to be provided.

TABLE I: Sand and Grit Removal Cost

DESCRIPTION	SYSTEM COSTS	FRWA COSTS	Vendor Initial	System Initial	FRWA Initial
Sand and Grit Removal 2.4 days @ \$12,500 per day	\$1,508	\$28,648			
Pulling/Securing Manifold	No cost	N/A			
On-site lime treatment (estimated) 13 – 50# bags @ \$12.00/bag	\$78	\$78			
Total Cost with on-site treatment with lime	\$1,586	\$28,726			
Notes:					
1. Sand and Grit Removal Costs are invoiced at 5% to SYSTEM and 95% to FRWA and lime cost are invoiced at 50% to SYSTEM and 50% to FRWA					
2. Final lime or hauling and disposal costs will be invoiced based on actual costs.					
3. On-site disposal will require 13 -50# bags of lime. (1,391 cubic feet @50# bag/133cf) plus 20%.					

AGENDA No. 11



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date:

Nov. 17, 2015

DEPARTMENT: Administration

SUBJECT: Specific Authorization/Engineering Services

RECOMMENDED MOTION: Motion to approve Specific Authorization Number 21 for engineering services in the amount of \$95,000 as provided for within the Agreement for Professional Services between the City and Hazen and Sawyer as amended August 18, 2015.

SUMMARY: The previous Specific Authorization (SA) was approved on October 21, 2014 and the funds authorized within that SA \$75,000 are almost expended.

The City will be engaged in a greater amount of work requiring engineering services due to planned road construction, utility systems mapping, planned and emergency repairs, etc. as we have been gearing up to better address our failing infrastructure issues in water, sewer, storm water and roads.

FISCAL IMPACT: \$95,000

- 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: 11-6-15

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

SPECIFIC AUTHORIZATION NO. 21

City Engineer General Consulting Services

THIS DOCUMENT, executed this _____ day of _____, 2015, is a Specific Authorization No. 21 issued under the Agreement for Professional Services dated September 7, 2010 and amended on August 18, 2015 (hereinafter called the "AGREEMENT"), between the City of Arcadia, a Florida municipal corporation (hereinafter called "OWNER") and Hazen and Sawyer, P.C. (hereinafter called "ENGINEER").

WHEREAS, the AGREEMENT provides that the OWNER may authorize the ENGINEER, by Specific Authorization, to perform professional services;

WHEREAS, the OWNER desires the ENGINEER to continue to provide engineering services related to the utility system including the water and wastewater treatment plants, distribution, collection system and stormwater system, plan review as well as to provide general engineering assistance with other utility matters as they arise.

SCOPE OF SERVICES

Therefore, the ENGINEER has agreed to continue to provide General Consulting Services which may not all be defined at the present time but may include the following task:

Task 1 – Review monthly discharge monitoring reports submitted to FDEP on monthly basis.

Task 2 – Assist City with compliance issues associated with the Utility system.

Task 3 – Assist City with preparation of regulatory reports associated with their wastewater, stormwater and water systems.

Task 4 – Provide engineering assistance with utility review of FDOT roadway plans that impact City utilities.

Task 5 – Review plans and specifications provided by developers for conformance with City and State Requirements.

Task 6- Provide permitting and funding assistance associated with improvements to the utilities and public works.

Task 7 – Provide GIS, modeling and planning assistance with distribution and collection system.

Task 8 - Provide other general engineering assistance to the OWNER as requested on a wage plus multiplier basis.

Task 9 – Provide monthly status report that summarizes work completed.

If accepted by the ENGINEER, specific services to be performed are to commence upon receipt of an oral or written request to perform General Consulting Services from the City Administrator, provided any such oral notification is confirmed to ENGINEER in writing within seventy-two (72) hours. Services to be rendered under this Specific Authorization are provided in accordance with Articles 3 and 4 of the AGREEMENT. It is understood and agreed that the nature, scope, and schedule for the services to be provided is not defined at present; therefore, the actual services provided for the budget established below cannot be defined. Payment of invoices rendered pursuant to this Specific Authorization shall constitute OWNER’s acceptance of the services provided.

TIME SCHEDULE

Services described herein will commence upon receipt by Hazen and Sawyer of this executed Specific Authorization. It is anticipated that the work for this project will be completed and submitted in accordance within an agreed upon schedule by OWNER.

COMPENSATION

The ENGINEER shall be paid in accordance with the Direct Labor Costs Times a Factor as set forth in Article 5.1.1 of the AGREEMENT. A budget of \$95,000 for services under Specific Authorization 21 has been established, resulting in a total budget of \$95,000 for Specific Authorization 21. This amount will not be exceeded without the OWNER’s written approval and an approved amendment. All work performed for the water treatment plant, wastewater treatment plant and utility system will be shown separately on the invoice, based on the following estimated amounts. However, these amounts within each of these categories may vary based on the City requirements; however the total budget will not be exceeded.

Water Treatment Plant Assistance	\$25,000
Wastewater Treatment Plant Assistance	\$20,000
Water Systems	\$12,500
Wastewater Systems	\$12,500
Roads and Streets	\$20,000

OTHER PROVISIONS

All applicable portions of Sections 3 through 6 of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF the parties hereto have made and executed this Specific Authorization as of the day and year entered by the last party executing this Specific Authorization written below.

WITNESS:

ENGINEER
Hazen and Sawyer

By: _____

By: _____
Damann Anderson, PE
Vice President

**APPROVED AS TO FORM AND
CORRECTNESS:**

OWNER
CITY OF ARCADIA
(Approved by City Council at
_____ meeting)

ATTEST:

By: _____

By: _____
Judy Wertz-Strickland
Mayor

AGENDA No. 12



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: 11/17/2015

DEPARTMENT: Human Resources
SUBJECT: Employee Uniforms Contract

RECOMMENDED MOTION: Motion to approve piggy back of Collier County Agreement 15-6408 with Unifirst to provide uniform services to the City of Arcadia.

SUMMARY: This is a contract to provide uniform services for 43 City employees. Contract will provide 11 uniform sets per employee and includes laundry and pressing services. Contract also provides shop towels for the City garage.

This contract is for a two (2) year period with two (2) additional two (2) year periods possible. Contract may be terminated for cause or convenience with a thirty (30) day written notice. Piggyback from Collier County will result in approximately \$600.00 in savings over previous contract, as it eliminates delivery fees.

FISCAL IMPACT: None – was included in budget Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other - Contract

Department Head: Linda Lowe, Human Resource Manager

Date: 11/6/15

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: 

Date: 11-8-15

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



NEW ACCOUNT EXISTING ACCOUNT

INSTALLATION DATE _____ MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) City of Arcadia LOC. NO. 918
 ADDRESS 23 North Polk Avenue ROUTE NO. _____
Arcadia, FL 34266 DATE 11/4/2015
 PHONE (863)494-4114 SIC/NAICS 8299

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED									
ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VALU-LEASE ²
Standard Pants #1002	14.69		1		232	.17		39.44	
Standard Shorts #1034	11.48		1		76	.153		11.63	
Cargo Pants #10A1	18.36		1		39	.24		9.36	
Cargo Shorts #1271	17.18		1		16	.153		2.45	
Men's Polo #04MM	15.56		1		176	.17		29.92	
Women's Polo #05MM	15.30		1		62	.17		10.54	
Enhanced Vis Shirts (SS) #023C	22.62		1		209	.27		56.43	
Women's Cargo Pants	20.16		1		39	.27		10.53	
Women's Cargo Shorts	17.46		1		27	.21		5.67	
Enhanced Vis Jackets #15EH, 15EI	33.71		1	21/2	42	.47		19.74	
Red Shop Towels	.20		1	100/200		.06		6.00	
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								201.71	

CHARGE	AMOUNT
Garment preparation per piece	.50
Name emblem per piece	2.00
Company emblem per piece	3.00
Direct Embroidery: Wearer name per piece	2.00
Company name per piece	3.00
DEFE (See description on reverse side)	None

CHARGE	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	2%
Automatic Linen Replacement	

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge³

COMMENTS
Piggy-Backed on Collier County, FL Agreement

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all Customer Service Agreement Terms above and on Page 2⁵ and attests to have the authority to execute for the named CUSTOMER and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: Glenn Kelly 11/4/2015
SALES REP (Print Name) DATE
 ACCEPTED⁵: _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

ACCEPTED: _____
CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.
⁶ Customer Service Agreement Terms on Page 2 must be signed by CUSTOMER and must accompany all copies of Customer Service Agreement

AGREEMENT 15-6408

for

Uniforms

THIS AGREEMENT, made and entered into on this 13th day of October 2015, by and between Unifirst Corporation, a Massachusetts Corporation authorized to do business in the State of Florida, whose business address is 2839 Lafayette Street, Fort Myers, FL 33901 Fort Myers, FL 33901, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. CONTRACT TERM. The contract shall be for a two (2) year period, commencing on the Date of Board approval, and terminating two (2) years from that date, or until such time as all outstanding Purchase Orders issued prior to the expiration of the Agreement period have been completed or terminated.

The County may, at its discretion and with the consent of the Contractor, ~~renew the~~ Agreement under all of the terms and conditions contained in this Agreement for two (2) additional two (2) year periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to 180 days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

2. COMMENCEMENT. The Contractor shall commence the services upon the issuance of a purchase order.
3. STATEMENT OF WORK. The Contractor shall provide Apparel Services in accordance with the terms and conditions of Invitation to Bid (ITB) #15-6408 - Uniforms and the Contractor's proposal referred to herein and made an integral part of this agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County Procurement Ordinance, as amended, and Purchasing Procedures in effect at the time such services are authorized.



4. **COMPENSATION.** The County shall pay the Contractor for the performance of this Agreement the aggregate of the units actually ordered and furnished at the unit price outlined in Exhibit B "Pricing."

Any County agency may purchase products and services under this agreement, provided sufficient funds are included in their budget(s). Payment will be made upon receipt of a proper invoice and upon approval by the Project Manager or his designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C-2.
6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

Unifirst Corporation
 2839 Lafayette Street
 Fort Myers, FL 33901
 Attention: James Zindell, Sales Manager
 Telephone: 239-334-6142
 Fax: 239-334-8834
 Email: James_Zindell@unifirst.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or faxed to the County to:

Collier County Government Center
 Procurement Services Division
 3327 Tamiami Trail, East
 Naples, Florida 34112
 Attention: Joanne Markiewicz, Director, Procurement Services Division
 Telephone: 239-252-8407
 Facsimile: 239-252-6480



The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors/Subconsultants.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery

against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
12. **INSURANCE.** The Contractor shall provide insurance as follows:
 - A. **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
 - B. **Business Auto Liability:** Coverage shall have minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
 - C. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$500,000 for each accident.

Special Requirements: Collier County Government shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Consultant from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any

claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. CONTRACT ADMINISTRATION. This Agreement shall be administered on behalf of the County by the Procurement Services Division.
15. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
16. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of the contract as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), ITB #15-6408-Uniforms including any Addendum, Exhibit A "Scope of Work," and Exhibit B "Pricing."
17. SUBJECT TO APPROPRIATION. It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Board of County Commissioners.
18. PROHIBITION OF GIFTS TO COUNTY EMPLOYEES. No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a

specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

19. COMPLIANCE WITH LAWS. By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes), and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(d) and (3) stated as follows:

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

20. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES. Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
21. AGREEMENT TERMS. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
22. ADDITIONAL ITEMS/SERVICES. Additional items and/or services may be added to this contract in compliance with the Procurement Ordinance, as amended, and Purchasing Procedures.
23. DISPUTE RESOLUTION. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.
24. VENUE. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. KEY PERSONNEL/CONTRACT STAFFING. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates or dates set forth in the Project Schedule. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to

notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

26. ORDER OF PRECEDENCE. In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the ITB, the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.

27. ASSIGNMENT. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

* * * * *



IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Dwight E. Brock, Clerk of Courts

By: [Signature]

Dated: 10-19-2015

(SEAL) as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: [Signature]

Tim Nance, Chairman

Unifirst Corporation
Contractor

[Signature]
First Witness

Kathleen Graham
↑Type/print witness name↑

[Signature]
Second Witness

Debra Satchel
↑Type/print witness name↑

By: [Signature]
Signature

Edward M. ...
↑Type/print signature and title↑

Approved as to Form and Legality:

[Signature]
Assistant County Attorney

Colleen M. Greene
Print Name



Exhibit A - Scope of Work Uniforms

The Contractor shall provide:

- a. Rental and cleaning services for uniform clothing and mats; and
- b. Purchase of uniform clothing.

The contract shall include maintenance, repair, and replacement of rental product, as needed at various service locations within Collier County. Uniforms that are supplied under this contract shall be from new stock, not used, to include, initial uniform sets and replacements made during the course of the contract period. Prices are fully inclusive, including any additional state, business, or environmental fees associated with the industry, and the cost of delivery and pickup at agreed upon multiple locations. No additional fees shall be added.

Sizing

All employees supplied with uniforms shall be accurately measured by the Contractor's representative. Uniform clothing must be initially tried on by each employee, and the Contractor shall accept full responsibility for insuring a good fit, only in occurrence of this "try-for-size". The Contractor will supply the County with agreed to times, days and locations for pickup and return delivery of said uniforms.

The Contractor shall have a maximum of six-weeks from the effective date of the contract to complete all measurements and provide all employees with new uniforms, if deemed necessary.

Each member of County staff is allowed one (1) size change per year, free of charge, during which any and all current uniforms may be replaced with a different size.

Proper fit is mandatory for male and female clothing, unisex clothing must be approved by each Department Project Manager.

Copies of sizing records shall be supplied to the representative at the delivery location.

Change as Needed

At commencement of the contract, the Contractor will meet with Project Managers from each division to evaluate individual staff member's stock of uniforms. At that time the project manager will determine if replacement of any or all uniforms is necessary. The Contractor will have six (6) weeks from commencement of the contract to size and deliver the new items.

Throughout the life of the contract, the Contractor will pro-actively exchange garments that show excessive wear at no cost to the County. Each department's project manager may request a new garment at any time, by first consulting the UniFirst Route Sales Representative (RSR). Any replacement from this consultation deemed to be "normal wear and tear" will be replaced at no cost to the County.

Contractor's Personnel Requirements

The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract. The Contractor shall assign as many people as necessary to complete the project on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the dates set forth in the Project Schedule. The Contractor shall not change Key Personnel unless the following conditions are met: (1.) Proposed replacements have the same or substantially better qualifications and/or experience. (2.) That the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change upon award of contract.

Contractor's Responsibilities

It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Contractor responsibilities include the measuring and delivery of all purchased and rented uniforms. Picking up, cleaning, mending and returning of all rental uniforms. Uniforms will consist of: polo style shirts, cotton shirts, work trousers, flight suits, EMS clothing, colored safety T-shirts (and vests), shorts, windbreaker jackets etc. This list is not inclusive of all items that will be purchased or rented from the Contractor.

County's Responsibilities

- a. Identifying a contact for each division/department.
- b. Agreeing to location's for soiled uniform pickup and return on a weekly basis.
- c. Supplying the Contractor with specific times and days for stated weekly pickup and delivery.

Reporting Requirements

Invoices will be issued weekly, containing: cost, type of uniforms supplied to whom, date supplied, current value of items, location (Division/Department).

County's Right to Inspect

The County, or its authorized Agent, shall have the right to inspect the Contractor's facilities during and after each work assignment the Contractor is performing.

Pickup and Delivery

All pickup and deliveries must be acknowledged and signed for by an approved County representative, on site. Any lost or missing products not signed for by an approved County representative will be replaced at no charge.

Tracking System

The Contractor must employ a tracking system for all pickups and delivery. If a product is found to be missing in excess of fourteen (14) days, due of a breakdown in the tracking device, the Contractor will replace the product at no charge.

A logbook, or other means of effective communication, between the County and Contractor shall be maintained at each service location. County employees shall document new uniform requirements, complaints, problems, requests, etc., which is reviewed and acknowledged on the service day, and rectified appropriately by the Contractor.

Repairs

The Contractor shall maintain all rental uniforms in a reasonable condition, and is responsible for required repairs on any full service and leased uniform detected during the cleaning and garment quality process, or as requested by the County. This includes: replacement of buttons and repairing of all rips and tears.

PATCHING DAMAGED AREAS WILL NOT BE ACCEPTABLE.

Damages due to work related activities, such as burn holes from welding, heavy soiling from painting, rips or tears due to snags on work materials or equipment will not be considered as willful abuse and will be repaired, if possible. Repeated or excessive use of this covenant by a single individual or division/department, will require additional investigation and potentially extra cost to the County.

Uniform Maintenance

Cleaning/Laundrying - All uniforms must be washed in full accordance with the State of Florida requirements governing commercial and industrial laundries. All uniforms must be laundered using detergents or cleaners that leave the garment odor free. Uniforms, which retain an offensive smell or residual odor after laundrying, will not be considered acceptable.

Finishing - All uniforms must be neatly pressed or finished within acceptable standards and the best practices of the industry and delivered one set, per hanger. All white shirts shall be enclosed in a plastic bag for delivery.

Lost Garments

Any garments lost by the County shall be subject to the proration schedule listed in Exhibit B, Section 4.

Disputes

If a dispute arises between the Contractor and County Staff which cannot be resolved, it shall be escalated to the Procurement Director or their designee to make the final decision.



**Exhibit B -Pricing
Uniforms**

Section 1: Purchase, Rental and Cleaning

Line #	Item	Suppliers Item Code	PURCHASE PRICE	REPLACEMENT COST ¹	RENTAL AND CLEANING ³
1	100% Cotton Pant	1001	\$20.24	18.28	\$0.17
2	Standard Work Pant	1002	\$17.99	15.59	\$0.17
3	Ind. Jean (50/50)	1060	\$17.99	15.59	\$0.17
4	Ind. Jean (100% Cotton)	1091	\$17.59	15.49	\$0.19
5	Softwill Exe. Pleated Pant	1122	\$19.54	17.36	\$0.234
6	Mens Pleated Shorts	1129	\$14.39	11.47	\$0.153
7	100% Cotton Pleated Pant	1148	\$20.24	18.28	\$0.17
8	Mens Cargo Short	1271	\$18.32	15.66	\$0.153
9	Coaches Jacket	1540	\$26.09	24.55	\$0.35
10	Zip in Jacket Liner	1727	\$4.11	3.84	\$0.203
11	Mens Lab Coat	2524	\$15.99	11.31	\$0.15
12	4x6 Scrapper	5389	\$61.01	51.21	\$2.45
13	Red Shop Towels	8021	\$0.20	0.006	\$0.06
14	Scratchless Uniform Belt	9918	\$8.24	6.72	NA
15	Standard Uniform Belt	9947	\$8.24	6.72	NA
16	100% Cotton Shirt LS	101	\$15.99	14.03	\$0.17
17	Solid Work Shirt SS	102	\$15.59	10.01	\$0.14
18	Standard Work Shirt LS	102	\$15.59	10.01	\$0.14
19	Oxford LS	111	\$15.99	12.3	\$0.151
20	Women's Oxford LS	112	\$15.99	12.3	\$0.151
21	Striped Work Shirt LS	123	\$14.67	11.29	\$0.139
22	100% Cotton SS	201	\$15.19	13.09	\$0.162
23	Standard Work Shirt SS	202	\$13.59	9.03	\$0.115
24	Oxford SS	211	\$17.56	11.67	\$0.148
25	Striped Work Shirt SS	223	\$17.56	11.67	\$0.148
26	Polo SS	268	\$14.75	13.09	\$0.17
27	Polo 50/50 Stripe	269	\$16.29	14.55	\$0.179
28	Polo Moisture Man.	02CH	\$14.75	13.09	\$0.17
29	Hi Vis T-Shirt	02HY	\$15.25	14.46	\$0.295
30	Stripped Work Shirt LS	314	\$14.59	12.03	\$0.14
31	Stripped Work Shirt SS	414	\$14.59	12.03	\$0.14
32	Women's Polo	05PJ	\$14.75	13.09	\$0.17
33	Hi-vis Shirt level 2 SS	06AH	\$19.74	17.77	\$0.454
34	Cotton Polo pocket SS	06AM	\$14.75	13.09	\$0.17
35	Polo 50/50	775	\$14.75	13.09	\$0.17
36	T-Shirt LS	871	\$14.59	12.03	\$0.14

Line #	Item	Suppliers Item Code	PURCHASE PRICE	REPLACEMENT COST ¹	RENTAL AND CLEANING ³
37	Polo LS	08AP	\$14.59	12.03	\$0.14
38	Hi -Vis Shirt LS	09AH	\$15.25	14.46	\$0.295
39	Mini Plaid Shirt	09FG	\$43.63	27.98	\$0.50
40	100% Cotton Shorts	1034	\$14.39	11.47	\$0.153
41	Womens Cargo Pants	10A4	\$23.56	21.09	\$0.27
42	Cargo Shorts	10A9	\$18.32	15.66	\$0.21
43	Cargo Pant	10AI	\$21.01	19.55	\$0.24
44	Cell Phone Pant	10B6	\$21.01	19.55	\$0.24
45	Soft Twill Pant	10HE	\$18.99	16.59	\$0.252
46	100% Cotton Cargo Short	12BP	\$21.96	18.31	\$0.226
47	Lined Coaches Jacket	1540	\$26.09	24.55	\$0.35
48	Hi-vis Class 2 Jacket	15EG	\$53.14	47.72	\$0.969
49	Lab Coats Anti-Static	2626	\$8.98	7.51	\$0.16
50	Tecasafe Plus Coverall	30TS	\$60.42	58.25	\$0.89
51	T-Shirt SS Moisture Man.	4277	\$14.75	13.09	\$0.17
52	3x5 Scrapper	5388	\$50.05	43.41	NA
53	3x5 Mat	76AQ	\$50.05	43.41	NA
54	4x6 Mat	76AR	\$61.01	51.21	\$2.45
55	3x10 Mat	76AS	\$85.09	73.45	\$3.50
56	FR Shirt	09TC	\$26.98	24.41	\$0.50
57	Denim FR Shirt	09FR	\$26.98	24.41	\$0.50
58	FR Coveralls	30TS	\$60.42	58.25	\$0.89
59	FR Lab Coat Light Wgt	25AC	\$8.98	7.51	\$0.16
60	FR Lab Coat Heavy Wgt	25BB	\$8.98	7.51	\$0.16
1	Replacement cost will be subject to age of the garment and the proration schedule in Section 4.				
2	Cleaning of purchased products.				
3	Rental and cleaning unit is Per Week (7 days).				



Section 2 Catalog Discount

Item #	Description	Discount
61	Percentage Discount off RENTAL Catalog	30%
62	Percentage Discount off Uniform PURCHASE Catalog	30%
63	Percentage Discount off CLEANING Catalog	30%

Section 3 Emblems

Item #	Category	Description	Unit Price (Each)
64	Personal Name Emblems (Embroidered on clothing or patch)	Non-Flame Resistant	\$2.00
65	Personal Name Emblems (Embroidered on clothing or patch)	Flame Resistant	\$3.00
66	Personal Name Emblems (Embroidered on clothing or patch)	Cost	\$2.00
67	Department Emblem (Embroidered on clothing or patch)	Non-Flame Resistant	\$3.00
68	Department Emblem (Embroidered on clothing or patch)	Flame Resistant	\$4.00
69	Department Emblem (Embroidered on clothing or patch)	Cost Per Color	\$3.00

Section 4 Replacement Schedule

Line #	Age of Garment	Percent of Replacement Cost
70	0-4 Months	100%
71	5-8 Months	80%
72	9-12 Months	60%
73	13-16 Months	40%
74	17-20 Months	20%
75	21+ Months	0%

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Business Auto CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 10/1/2015 to 10/1/2016 POLICY NUMBER: 7469900	Any Auto \$2,000,000 Combined Single Limit
POLICY TYPE: Business Auto CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 10/1/2015 to 10/1/2016 POLICY NUMBER: 7469901	Any Auto \$2,000,000 Combined Single Limit
POLICY TYPE: Workers Compensation and Employers Liability CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 10/1/2015 to 10/1/2016 POLICY NUMBER: 1103501	WC - Per Statute \$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease Each Employee \$1,000,000 E.L. Disease Policy Limit
POLICY TYPE: Workers Compensation and Employers Liability CARRIER: New Hampshire Insurance Company POLICY TERM: 10/1/2015 to 10/1/2016 POLICY NUMBER: 67940115	WC - Per Statute \$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease Each Employee \$1,000,000 E.L. Disease Policy Limit
POLICY TYPE: Workers Compensation and Employers Liability CARRIER: New Hampshire Insurance Company POLICY TERM: 10/1/2015 to 10/1/2016 POLICY NUMBER: 67940116	WC - Per Statute \$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease Each Employee \$1,000,000 E.L. Disease Policy Limit
POLICY TYPE: Workers Compensation and Employers Liability CARRIER: New Hampshire Insurance Company POLICY TERM: 10/1/2015 to 10/1/2016 POLICY NUMBER: 67940117	WC - Per Statute \$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease Each Employee \$1,000,000 E.L. Disease Policy Limit
POLICY TYPE: Workers Compensation and Employers Liability CARRIER: New Hampshire Insurance Company POLICY TERM: 10/1/2015 to 10/1/2016 POLICY NUMBER: 67940118	WC - Per Statute \$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease Each Employee \$1,000,000 E.L. Disease Policy Limit

POLICY TYPE: Workers Compensation and Employers Liability CARRIER: Insurance Company of the State of Pennsylvania POLICY TERM: 10/1/2015 to 10/1/2016 POLICY NUMBER: 67940119	WC - Per Statute \$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease Each Employee \$1,000,000 E.L. Disease Policy Limit
POLICY TYPE: Workers Compensation and Employers Liability CARRIER: New Hampshire Insurance Company POLICY TERM: 10/1/2015 to 10/1/2016 POLICY NUMBER: 67940120	WC - Per Statute \$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease Each Employee \$1,000,000 E.L. Disease Policy Limit
POLICY TYPE: Workers Compensation and Employers Liability CARRIER: New Hampshire Insurance Company POLICY TERM: 10/1/2015 to 10/1/2016 POLICY NUMBER: 67940121	WC - Per Statute \$1,000,000 E.L. Each Accident \$1,000,000 E.L. Disease Each Employee \$1,000,000 E.L. Disease Policy Limit

AGENDA No. 13



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 17, 2015

DEPARTMENT: Finance
SUBJECT: Budget Amendment Resolution Amending 2014-15 Adopted Budget.

RECOMMENDED MOTION: Motion to adopt Budget Amendment Resolution No. 2015-12

SUMMARY: This Budget Amendment will “true-up” expenditure accounts for the 2014-15 Adopted Budget. The increases and decreases made to expense accounts do not change the 2014-15 Adopted Budget as amended by the City Council on September 1, 2015. There is a \$500,000 increase to the budget because McSwain Restoration is being amended to show the \$500,000 that was previously received from a grant from The Mosaic Company. The \$500,000 was not new revenue funds but they should have been added to the 2014-15 Budget. This amendment accomplishes that.

FISCAL IMPACT: Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

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

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

City Administrator: _____ Date: _____

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

RESOLUTION NO. 2015-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ARCADIA, FLORIDA AMENDING THE BUDGET FOR FISCAL
YEAR 2014-2015.**

WHEREAS, the City Council of the City of Arcadia, FL has adopted Resolution No. 2015-06 which amended the final budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015, in accordance with the requirements of Florida Statutes Chapter 200; and

WHEREAS, the City Council of the City of Arcadia, FL wishes to amend the fiscal year 2014-2015 budget; and

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ARCADIA** that the Fiscal Year 2014-2015 budget for the following accounts be amended as follows:

<u>GENERAL FUND</u> <u>ACCOUNT #</u> <u>NAME</u>	<u>AMENDED</u> <u>BUDGET</u> <u>2014-15</u> <u>(ON 9/1/2015)</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED</u> <u>2014-15</u> <u>BUDGET</u>
01110 LEGISLATIVE	75,346	-0-	-0-	75,346
01115 RETIREES	55,100	34,000	-0-	89,100
01120 ADMINISTRATION	221,811	13,000	-0-	234,811
01130 FINANCE	152,887	-0-	10,000	142,887
01140 LEGAL	100,100	-0-	15,000	85,100
01150 CODE/COMPREHNSIVE	126,869	-0-	25,000	101,869
01190 OTHER GENERAL GOV	742,596	-0-	297,500	445,096
01197 ELECTIONS	4,000	-0-	-0-	4,000
01210 LAW ENFORCEMENT	1,414,082	63,000	-0-	1,477,082
01212 SHOP WITH A COP	12,195	-0-	-0-	12,195
01220 FIRE CONTROL	316,000	223,000	-0-	539,000
01271 VOCA GRANT	40,999	2,800	-0-	43,799
01285 EQUIPMENT GRANT	10,306	-0-	-0-	10,306
01285 BODY CAMERA GRANT	1,696	-0-	-0-	1,696
01290 SCHOOL CROSSING	19,204	-0-	-0-	19,204
01390 CEMETERY	50,463	1,700	-0-	52,163
01410 STREETS	346,274	32,000	-0-	378,274
01490 OTHER TRANSPORTATION	66,611	-0-	25,000	41,611
01491 VEHICLE & FACILITY	128,328	-0-	7,000	121,328
01722 GOLF	411,736	-0-	-0-	411,736
01723 PARKS	238,561	-0-	10,000	228,561
01724 MOBILE HOME PARK	152,298	10,000	-0-	162,298
01725 WAY BUILDING	29,300	10,000	-0-	39,300
GRAND TOTALS	4,716,763	389,500	389,500	7,716,763

WATER & SEWER FUND	AMENDED			AMENDED
ACCOUNT # NAME	BUDGET	INCREASE	DECREASE	BUDGET
	2014-15			2014-15
	(ON 9/1/2015)			BUDGET
41533 WATER TREATMENT PLANT	1,004,737	-0-	125,000	879,737
41535 WASTE WATER TREATMENT	761,417	125,000	-0-	886,417
41536 UTILITY BILLING	303,587	-0-	-0-	303,587
41568 WATER SYSTEMS	891,413	-0-	-0-	891,413
41569 SEWER SYSTEMS	201,594	-0-	-0-	201,594
41572 HWY 17	50,000	-0-	-0-	50,000
41577 RENEWAL & REPLACE	450,000	-0-	-0-	450,000
CONTINGENCY	620,763	-0-	-0-	620,763
GRAND TOTALS	4,283,510	125,000	125,000	4,283,510

SOLID WASTE FUND	AMENDED			AMENDED
ACCOUNT # NAME	BUDGET	INCREASE	DECREASE	BUDGET
	2014-15			2014-15
	(ON 9/1/2015)			BUDGET
43000 SOLID WASTE	773,626	-0-	-0-	773,626

AIRPORT FUND	AMENDED			AMENDED
ACCOUNT # NAME	BUDGET	INCREASE	DECREASE	BUDGET
	2014-15			2014-15
	(ON 9/1/2015)			BUDGET
42000 AIRPORT	319,224	-0-	-0-	319,224

MCSWAIN RESTORATION	AMENDED			AMENDED
ACCOUNT # NAME	BUDGET	INCREASE	DECREASE	BUDGET
	2014-15			2014-15
	(ON 9/1/2015)			BUDGET
REVENUE				
16334 MCSWAIN	44,726	500,000	-0-	544,726
EXPENSE				
16554 MCSWAIN	44,726	500,000	-0-	544,726

ALL FUNDS SUMMARY

<u>DESCRIPTION</u>	<u>AMENDED BUDGET 2014-15 (ON 9/1/2015)</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED BUDGET 2014-15</u>
GENERAL FUND	4,716,763	389,500	389,500	4,716,763
CAPITAL IMPROVEMENT FUND	412,672	-0-	-0-	412,672
WATER/SEWER FUND	4,283,510	125,000	125,000	4,283,510
CDBG	820,123	-0-	-0-	820,123
MCSWAIN PARK	44,726	500,000	-0-	544,726
SOLID WASTE	773,626	-0-	-0-	773,626
AIRPORT	319,224	-0-	-0-	319,224
TOTAL ALL FUNDS	11,370,644	1,014,500	514,500	11,870,644

Section 2. Adoption of Amendments.

The budget amendments attached hereto and made a part of this Resolution are hereby adopted and incorporated into the budget of the City of Arcadia, FL for the fiscal year beginning October 1, 2014 and ending September 30, 2015 in accordance with Florida Statutes.

Section 3. Effective Date.

This Resolution shall become effective immediately upon its passage.

SO DONE, this _____ day of NOVEMBER, 2015

By: _____
Judy Wertz-Strickland, Mayor

ATTEST:

Penny Delaney
City Clerk

Reviewed and approved as to form:

T.J. Wohl, City Attorney

AGENDA No. 14



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 17, 2015

DEPARTMENT: Legal
SUBJECT: Amendment to the City Administrator's Employment Agreement to extend the time for him to establish residency within Desoto County, Florida.

RECOMMENDED MOTION: Approve the First Amendment to the City Administrator Employment Agreement dated June 22, 2015.

SUMMARY:

Pursuant to City Council's decision at the November 3, 2015 City Council meeting to extend the City Administrator's deadline to establish residency within Desoto County, attached is the proposed First Amendment to the City Administrator Employment Agreement dated June 22, 2015.

I have also included an amendment to Paragraph 3.1. At the time the Employment Agreement was executed, the blanks for the dates in Paragraph 3.1 were not completed. This just eliminates any ambiguity that may have been created by that.

FISCAL IMPACT: 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: 11/5/15
City Administrator: _____ Date: _____

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

**FIRST AMENDMENT TO THE
CITY OF ARCADIA, FLORIDA
and
TERRANCE E. STEWART**

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This is a First Amendment to the Employment Agreement (“Agreement”) by and between **CITY OF ARCADIA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida, (the “City”), and **TERRANCE E. STEWART**, (the “Administrator” or “City Administrator”) entered into on June 22, 2015.

WITNESSETH

WHEREAS, the Parties wish to amend the Agreement to clarify the Effective Date of Employment and Term of the Agreement; and

WHEREAS, the Parties wish to extend the period for the City Administrator to establish residency within Desoto County, Florida,

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Paragraph 3.1 is hereby amended to read as follows:

“3.1. Effective Date of Employment and Term: This Agreement, and Administrator’s employment, shall become effective on June 22, 2015, and continue in effect for approximately three (3) years until June 21, 2018, or until extended by the Parties or terminated by either Party as outlined herein.”

2. Paragraph 3.6 is hereby amended to read as follows:

“3.6. Residency: The City Administrator shall establish residence within Desoto County, Florida on or before April 15, 2016, and thereafter shall maintain residence within Desoto County, Florida during the term of this Agreement.”

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

IN WITNESS WHEREOF, the City Council of the City of Arcadia, Florida, has caused this First Amendment to Employment Agreement to be signed and executed on its behalf by the City Mayor, and fully attested by the City Clerk, and Terry Stewart has executed this First Amendment to Employment Agreement, in duplicate, the day and year first above written.

CITY ADMINISTRATOR

Terry Stewart

**STATE OF FLORIDA
COUNTY OF DESOTO**

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by TERRY STEWART. He is personally known to me or has produced _____ as identification and did not take an oath.

(Seal)

Notary Public, State of Florida
Print Name: _____

CITY OF ARCADIA, FLORIDA

ATTEST:

By: _____
Judy Wertz-Strickland, Mayor

By: _____
Penny Delaney, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas J. Wohl, City Attorney

DEPARTMENT REPORTS

**CITY OF ARCADIA
SUMMARY OF ALL FUNDS
AS OF OCTOBER 26, 2015**

REVENUES:

FUND:	BUDGETED REVENUE (AMENDED)	ACTUAL REVENUE	REMAINING	% REC'D
GENERAL FUND:	4,687,013	47,208	4,639,805	1.0%
SM. CTY SURTAX/ CAP IMP.:	478,047	-	478,047	0.0%
ROAD / STREET PROJECTS	1,000,000	-	1,000,000	0.0%
MCSWAIN RESTORATION	544,726	544,726	-	100.0%
<u>ENTERPRISE FUNDS:</u>				
WATER/SEWER FUND:	4,076,915	488,103	3,588,812	12.0%
SOLID WASTE FUND:	793,799	48,100	745,699	6.1%
AIRPORT FUND:	283,452	6,781	276,671	2.4%
TOTAL ALL FUNDS:	11,863,952	1,134,918	10,729,034	9.6%

EXPENSES

FUND:	BUDGETED EXPENSES (AMENDED)	ACTUAL EXPENSES	REMAINING	% USED
GENERAL FUND:	4,687,013	403,478	4,283,535	8.6%
SM. CTY SURTAX/ CAP IMP.:	478,047	-	478,047	0.0%
ROAD / STREET PROJECTS	1,000,000	-	1,000,000	0.0%
MCSWAIN RESTORATION	544,726	14,502.00	530,224	2.7%
<u>ENTERPRISE FUNDS:</u>				
WATER/SEWER FUND:	4,076,915	233,704	3,843,211	5.7%
SOLID WASTE FUND:	793,799	26,233	767,566	3.3%
AIRPORT FUND:	283,452	7,067	276,385	2.5%
TOTAL ALL FUNDS:	11,863,952	684,984	11,178,968	5.8%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF OCTOBER 26, 2015**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
AD VALORUM TAXES				
Ad Valorem Taxes - Current	1,473,256	-	1,473,256	0.0%
Ad Valorem Taxes - Delinquent	-	-	-	0.0%
Interest on AD Valorem Tax	-	-	-	100.0%
Tax Certificate Sales	-	-	-	0.0%
Total AD Valorem Taxes	1,473,256	-	1,473,256	0.0%
SALES & USE TAX				
State Local Option Fuel Tax New (1-5 Cent Tax)	88,274	-	88,274	0.0%
State Local 9th Cent Gas Tax	-	-	-	0.0%
Gas Tax 5 & 6 Cents (1-6 Cent Tax)	181,642	-	181,642	0.0%
Total Sales & Use Tax	269,916	-	269,916	0.0%
FRANCHISE FEES				
Electricity Franchise	400,000	-	400,000	0.0%
Total Franchise Fees	400,000	-	400,000	0.0%
UTILITY SERVICE TAX (PST)				
Electricity Utility Tax	300,000	-	300,000	0.0%
Water Utility Tax	107,000	9,346	97,654	8.7%
Gas Utility Tax	20,000	1,172	18,828	5.9%
Communications Service Tax	227,125	-	227,125	0.0%
Total Utility Service Tax	654,125	10,518	643,607	1.6%
OTHER GENERAL TAXES				
Local Business Tax Receipts	40,000	4,333	35,667	10.8%
Total Other General Taxes	40,000	4,333	35,667	10.8%
OTHER REVENUES				
Cemetary Lots	9,000	-	9,000	0.0%
Total Other Revenues	9,000	-	9,000	0.0%
BUILDING PERMITS				
Building Permits	5,000	425	4,575	8.5%
Total Building Permits	5,000	425	4,575	8.5%
GENERAL FUND REVENUES				
OTHER LICENSES & PERMITS				
Zoning Fees	2,750	-	2,750	0.0%
Maps	-	-	-	0.0%
Other Licenses & Permits	6,000	385	5,615	6.4%
Total Other Licenses & Permits	8,750	385	8,365	4.4%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF OCTOBER 26, 2015**

FEDERAL GRANTS	BUDGETED	ACTUAL	REMAINING	% REC'D
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204	5,643	23,561	19.3%
Rural Investigation Grant	-	-	-	0.0%
JAGC 2016-DESO-2 R3-097 GRANT	8,437	-	8,437	0.0%
JAGC 2015 1 R1 003 BODY CAMERA GRANT	-	-	-	0.0%
Total Federal Grants	37,641	5,643	31,998	15.0%
STATE GRANTS				
STATE GRANTS	BUDGETED	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				
STATE SHARED REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
State Half Cents Sales Tax	268,692	-	268,692	0.0%
State Shared Motor Fuel	66,176	-	66,176	0.0%
State Shared Sales Tax	213,048	-	213,048	0.0%
Mobile Home License	2,500	-	2,500	0.0%
Alcoholic Beverage Licenses	3,300	-	3,300	0.0%
State of FL Lighting Maintenance Agreement	44,498	-	44,498	0.0%
State of FL Traffic Light Maintenance Agreement	43,168	-	43,168	0.0%
State of FL Pension Contribution	-	-	-	0.0%
Total State Shared Revenues	641,382	-	641,382	0.0%
SHARED REVENUES FROM LOCAL UNITS				
SHARED REVENUES FROM LOCAL UNITS	BUDGETED	ACTUAL	REMAINING	% REC'D
School Guard Crossing - School Board	18,000	-	18,000	0.0%
DeSoto County Business Tax	1,500	-	1,500	100.0%
Total Shared Revenue from Local Units	19,500	-	19,500	0.0%

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
PUBLIC SERVICE REVENUE				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	239,980	-	239,980	0.00%
Accident Reports	900	-	900	0.00%
Code Enforcement Fees	1,000	-	1,000	0.00%
Total Public Safety Revenue	241,880	-	241,880	0.00%
CULTURE/RECREATION				
CULTURE/RECREATION	BUDGETED	ACTUAL	REMAINING	% REC'D
GOLF COURSE & PRO SHOP				

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF OCTOBER 26, 2015**

Golf Course Green Fees	75,000	-	75,000	0.0%
Cart Rentals	100,000	-	100,000	0.0%
Golf Course Membership Fees	100,000	-	100,000	0.0%
Pro Shop & Food and Beverage	60,000	-	60,000	0.0%
Total Golf Course & Pro Shop	335,000	-	335,000	0.0%
Other Culture / Recreation				
Rent Fees for Speer Center	1,000	-	1,000	0.0%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
Total Other Culture / Recreation	1,000	-	1,000	0.0%
Total Culture / Recreation	336,000	-	336,000	0.0%
FINES & FORFEITURES	BUDGETED	ACTUAL	REMAINING	% REC'D
Court Fines	23,000	21,234	1,766	92.3%
Police Education	-	-	-	0.0%
Misc Charges for Services	8,000	4,620	3,380	57.7%
Taxi Application Fees	4,000	50	3,950	1.3%
Parking Violations	500	-	500	0.0%
Towing Fees	-	-	-	0.0%
Impound	8,500	-	8,500	0.0%
Confiscated and Restitution (from Law Enforcement Trust)	-	-	-	0.0%
Total Fines and Forfeitures	44,000	25,904	18,096	58.9%
INTEREST EARNINGS	BUDGETED	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%

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
RENTS & ROYALTIES				
Mobile Home Park Rent	194,000	-	194,000	0.0%
Mobile Home Park Laundry	1,000	-	1,000	0.0%
Total Rents & Royalties	195,000	-	195,000	0.0%
SALES/COMP FOR LOSS OF FIXED ASSET	BUDGETED	ACTUAL	REMAINING	% REC'D
Sale of Fixed Asset	-	-	-	-
SALE OF SURPLUS MATERIALS/SCRAP	BUDGETED	ACTUAL	REMAINING	% REC'D
Sale of Surplus Materials	5,000	-	5,000	0.0%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF OCTOBER 26, 2015**

Total Sale of Surplus Materials	5,000	-	5,000	0.0%
CONTRIBUTIONS/DONATIONS FROM PRIVATE				
BUDGETED	ACTUAL	REMAINING	% REC'D	
Miscellaneous Donations -Police	-	-	-	#DIV/0!
Jim Space Foundation Donation	-	-	-	#DIV/0!
Total Contributions/ Donations from Private	-	-	-	#DIV/0!
OTHER MISC REVENUE				
BUDGETED	ACTUAL	REMAINING	% REC'D	
Copies - City Hall	200	-	200	0.0%
Copies - Police Station	-	-	-	0.0%
Miscellaneous	500	-	500	0.0%
Miscellaneous Refunds	-	-	-	0.0%
Special Detail APD	4,000	-	4,000	0.0%
Shop With A Cop	-	-	-	0.0%
Housing Authority Prior Payment	-	-	-	0.0%
Total Other Misc Revenue	4,700	-	4,700	0.00%
CONTRIBUTION FROM OTHER FUNDS				
BUDGETED	ACTUAL	REMAINING	% REC'D	
Transfer from Water (Loan)	53,000	-	53,000	0.0%
Total Contribution from Other Funds	53,000	-	53,000	0.0%
CHARGE BACKS FROM ENTERPRISE FUNDS				
BUDGETED	ACTUAL	REMAINING	% REC'D	
Transfers In	248,613	-	248,613	0.0%
FUND BALANCE				
BUDGETED	ACTUAL	REMAINING	% REC'D	
Fund Balance	-	-	-	0.0%
TOTAL GENERAL FUND REVENUES	4,687,013	47,208	4,639,805	1.0%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF OCTOBER 26, 2015**

LEGISLATIVE/COUNCIL EXPENSES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	22,932	1,929	21,003	8.4%
Operating Expenses	57,514	5,554	51,961	9.7%
TOTAL LEGISLATIVE/COUNCIL	80,446	7,483	72,963	9.3%

RETIREE & COUNCIL RETIREES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	88,022	1,103	86,919	1.3%

EXECUTIVES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	326,339	20,455	305,884	6.3%
Operating Expenses	31,711	1,706	30,005	5.4%
TOTAL EXECUTIVE	358,050	22,161	335,889	6.2%

FINANCIAL & ADMINISTRATIVE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	168,284	13,421	154,863	8.0%
Operating Expenses	87,523	22,118	65,405	25.3%
TOTAL FINANCE & ADMINISTRATIVE	255,807	35,539	220,268	13.9%

LEGAL COUNCIL				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Professional Services	70,100	-	70,100	0.0%
Other Legal Services	10,000	-	10,000	0.0%
TOTAL LEGAL COUNCIL	80,100	-	80,100	0.0%

COMPREHENSIVE (COMMUNITY DEVELOPMENT)				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	71,060	5,023	66,037	7.1%
Operating Expenses	64,884	1,516	63,368	2.3%
TOTAL COMPREHENSIVE	135,944	6,539	129,405	4.8%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF OCTOBER 26, 2015**

OTHER GOVERNMENT SERVICES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	15,000	-	15,000	0.0%
Operating Expenses	157,816	50,430	107,386	32.0%
Contingency	120,120	-	120,120	0.0%
TOTAL OTHER GOVERNMENTAL SERVICES	292,936	50,430	242,506	17.2%

LAW ENFORCEMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	1,154,897	100,445	1,054,452	8.7%
Operating Expenses	220,862	25,658	195,204	11.6%
Capital Outlay	27,000	-	27,000	0.0%
TOTAL LAW ENFORCEMENT	1,402,759	126,104	1,276,655	9.0%

VICTIMS OF CRIMES GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	40,479	3,289	37,190	8.1%
TOTAL VICTIMS OF CRIMES GRANT	40,479	3,289	37,190	8.1%

POLICE EQUIPMENT GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
APD ANTI-DRUG - 2016	8,437	-	8,437	0.0%
TOTAL POLICE EQUIPMENT GRANT	8,437	-	8,437	0.0%

SCHOOL CROSSING GUARD				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,447	1,600	16,847	8.7%
Operating Expenses	375	-	375	100.0%
TOTAL SCHOOL CROSSING GUARD	18,822	1,600	17,222	8.5%

SHOP WITH A COP EXPENSES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	-	2,822	(2,822)	0.0%
TOTAL SCHOOL CROSSING GUARD	-	2,822	(2,822)	0.0%
(AMT REMAINING FROM 2014-15 DONATIONS)				
TOTAL ALL LAW ENFORCEMENT	1,470,497	133,815	1,336,682	9.1%

FIRE CONTROL				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	407,482	36,753	370,729	9.0%
TOTAL FIRE CONTROL	407,482	36,753	370,729	9.0%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF OCTOBER 26, 2015**

CEMETERY				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	37,478	3,378	34,100	9.0%
Operating Expenses	21,591	1,900	19,691	8.8%
TOTAL CEMETERY	59,069	5,279	53,790	8.9%

STREET DEPARTMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	184,419	11,588	172,831	6.3%
Operating Expenses	199,693	18,541	181,152	9.3%
Capital Outlay	-	-	-	0.0%
TOTAL STREET DEPARTMENT	384,112	30,129	353,983	7.8%

OTHER TRANSPORTATION				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	9,390	863	8,527	9.2%
Operating Expenses	78,460	384	78,076	0.5%
TOTAL OTHER TRANSPORTATION	87,850	1,248	86,602	1.4%

VEHICLE AND FACILITY MAINTENANCE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	105,506	8,279	97,227	7.8%
Operating Expenses	19,611	3,083	16,528	15.7%
Capital Outlay	3,500	-	3,500	0.0%
TOTAL VEHICLE AND FACILITY MAINTENANCE	128,617	11,362	117,255	8.8%

PARKS DEPARTMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	170,001	12,222	157,779	7.2%
Operating Expenses	71,983	12,873	59,110	17.9%
Capital Outlay	-	-	-	0.0%
TOTAL PARKS DEPARTMENT	241,984	25,095	216,889	10.4%

MOBILE HOME PARK				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	48,314	3,648	44,666	7.6%
Operating Expenses	117,203	692	116,511	0.6%
Capital Outlay	5,000	-	5,000	0.0%
TOTAL MOBILE HOME PARK	170,517	4,340	166,177	2.5%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF OCTOBER 26, 2015**

GOLF COURSE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	194,883	14,294	180,589	7.3%
Operating Expenses	215,831	15,115	200,716	7.0%
Capital Outlay				0.0%
TOTAL GOLF COURSE	410,714	29,408	381,306	7.2%

WAY BUILDING				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	5,366	940	4,426	17.5%
Operating Expenses	29,500	1,853	27,647	6.3%
TOTAL WAY BUILDING	34,866	2,794	32,072	8.0%

TOTAL GENERAL FUND EXPENSES	4,687,013	403,478	4,283,535	8.6%
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**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
BUDGETED REVENUE
AS OF OCTOBER 26, 2015**

	Budgeted	Actual	Remaining	% Used
Small Cty. Surtax	478,047	-	478,047	0.0%
Interest SBA	-	-		
Other Interest Earnings	-	-		
Interest on Investment Acct	-	-		
Unrealized Gain	-	-		
Other Miscellaneous	-	-		
Fund Balance Reserves	-	-		
Total Surtax/Capital	478,047	-	478,047	0.0%

**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
EXPENSES
AS OF OCTOBER 26, 2015**

	Budgeted	Actual	Remaining	% Used
Way Building				
Council Chambers	-			
Improvements (Computer Upgrade)	10,000.00	-	10,000	0.0%
Total Way Building	10,000.00			
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	60,000	-	60,000	0.0%
Land	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Parks	60,000	-	60,000	0.0%
Contingency				
Total Transfers	408,047	-	408,047	0.0%
	-			
Total Capital Improvement/ Surtax	478,047	-	478,047	0.0%

**CITY OF ARCADIA
ROAD / STREET PROJECTS
REVENUES / EXPENSES
AS OF OCTOBER 26, 2015**

ROAD / STREET PROJECTS - REVENUES

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
TRANSFER FROM STREET RESERVE	500,000	500,000	-	100.0%
TRANSFER FROM INFRASTRUCTURE	500,000	500,000	-	100.0%
TOTAL ROAD / STREET PROJECTS - REVENUE	1,000,000	1,000,000	-	100.0%

ROAD / STREET PROJECTS - EXPENDITURES

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
Street, Sidewalks & Curbs	700,000	-	700,000	0.0%
Stormwater Projects	300,000		300,000	0.0%
TOTAL ROAD / STREET PROJECTS - EXPENSE	1,000,000	-	1,000,000	0.0%

**CITY OF ARCADIA
MCSWAIN RESTORATION
REVENUES / EXPENSES
AS OF OCTOBER 26, 2015**

MCSWAIN RESTORATION - REVENUES

REVENUE SOURCE	BUDGETED	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	BUDGETED	YTD ACTUAL	REMAINING	% USED
Contractual	544,726	14,502	530,224	2.7%
TOTAL MCSWAIN EXPENSES	544,726	14,502	530,224	2.7%

**CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
REVENUE
AS OF OCTOBER 26, 2015**

WATER/SEWER ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Water Revenue	2,294,541	135,065	2,159,476	5.9%
Water Tap Fees	15,000	67,500	(52,500)	450.0%
Water Reconnect Fees	25,000	1,285	23,715	5.1%
Late Fees	100,000	10,845	89,155	10.8%
Sewer Revenue	1,637,374	115,908	1,521,466	7.1%
Sewer Tap Fees	5,000	157,500	(152,500)	3150.0%
Water Meter Deposit interest	-	-	-	0.0%
Miscellaneous	-	-	-	100.0%
Leachate Payments	-	-	-	100.0%
Fund Balance	-	-	-	0.0%
Total Current Revenues	4,076,915	488,103	3,588,812	12.0%

**CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
EXPENSES
AS OF OCTOBER 26, 2015**

WATER/SEWER ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
Water Treatment Plant				
Personnel Services	150,361	12,645	137,716	8.4%
Operating Expenses	347,425	24,603	322,821	7.1%
Capital Outlay	-	-	-	0.0%
Debt Service Principal	358,696	-	358,696	0.0%
Total WTP Expenses	856,482	37,249	819,233	4.3%
Waste Water Plant				
Personnel Services	280,720	19,395	261,325	6.9%
Operating Expenses	594,756	3,574	591,182	0.6%
Capital Outlay	25,000	-	25,000	0.0%
Total WWP Expenses	900,476	22,969	877,507	2.6%
Utility Collections & Billing				
Personnel Services	176,473	13,205	163,268	7.5%
Operating Expenses	122,637	67,621	55,016	55.1%
Total UB Expenses:	299,110	80,826	218,284	27.0%
Water Systems				
Personnel Services	177,113	12,991	164,121	7.3%
Operating Expenses	137,545	5,322	132,223	3.9%
Capital Outlay	30,000	-	30,000	0.0%
Total Debt Service	625,558	57,529	568,029	9.2%
Total Water Systems Expenses	970,216	75,842	894,373	7.8%
Waste Water Systems				
Personnel Services	148,057	11,824	136,233	8.0%
Operating Expenses	98,392	4,994	93,398	5.1%
Capital Outlay	-	-	-	0.0%
Total Waste Water Systems Expenses	246,449	16,818	229,631	6.8%
City-County Interconnect	-			
US #17 Widening	-	-	-	0.0%
Subtotal:	3,272,732	233,704	3,039,028	7.1%
RENEW AND REPLACE	450,000	-	450,000	0.0%
CONTINGENCY	354,182	-	620,763	0.0%
TOTAL WATER/SEWER ENTERPRISE FUND EXPENSES:	4,076,915	233,704	4,109,791	5.7%

**CITY OF ARCADIA
SOLID WASTE ENTERPRISE FUND
REVENUES / EXPENSES
AS OF OCTOBER 26, 2015**

SOLID WASTE ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Garbage Revenue	773,799	47,016	726,783	6.1%
Extra Trash Pick-Up	20,000	1,084	18,916	5.4%
Other Income	-	-	-	0.0%
Miscellaneous		-	-	0.0%
TOTAL SOLID WASTE REVENUES	793,799	48,100	745,700	6.1%

SOLID WASTE ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	284,378	23,594	260,784	8.3%
OPERATING EXPENSES	236,421	2,638	233,783	1.1%
LANDFILL CHARGES	273,000	-	273,000	0.0%
CAPITAL OUTLAY	-	-	-	0.0%
TOTAL SOLID WASTE EXPENSES	793,799	26,233	767,567	3.3%

**CITY OF ARCADIA
AIRPORT ENTERPRISE FUND
REVENUES / EXPENSES
AS OF OCTOBER 26, 2015**

AIRPORT ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	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%
Rent	89,084	6,781	82,303	7.6%
Insurance Reimbursements	-	-	-	0.0%
Transfer from Fund Balance	13,368	-	13,368	0.0%
TOTAL AIRPORT REVENUES	283,452	6,781	276,671	7.6%

AIRPORT ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	11,914	-	11,914	0.0%
OPERATING EXPENSES	90,538	7,067	83,471	7.8%
CAPITAL OUTLAY	181,000	-	181,000	0.0%
TOTAL AIRPORT EXPENSES	283,452	7,067	276,385	2.5%