



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

**TUESDAY, MARCH 18, 2014**  
**6:00 PM**

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

**PRESENTATION**

1. Community Center - Smith Brown Community Foundation

**PROCLAMATION**

2. Donate Life Month
3. Main Street

**CONSENT AGENDA**

4. City Council Minutes for March 4, 2014 (Penny Delaney - City Clerk)
5. Request for Special Event Permit – Downtown Market Days (Carl McQuay – Planning)
6. Request for Special Event Permit – Community Awareness Health Fair (Carl McQuay- Planning)

**DISCUSSION ITEMS**

7. Resolution 2014-02 – Amending Resolution 2013-29 by Extending Time for Submittal of the Top Five (5) Candidates (John Super – Chairman of the City Administrator Search Committee)
8. Resolution 2014-03 – Authorizing a Lease Purchase Agreement with Leasing 2, Inc. Regarding Vacuum Truck (A.J. Berndt - Utilities)
9. Resolution 2014-04 - Authorizing a Lease Purchase Agreement with Leasing 2, Inc. Regarding Front Loader Garbage Truck and Rear Loader Garbage Truck (Steve Underwood - Public Works)
10. Personnel Policy Manual Update (Thomas Slaughter - Interim City Administrator)
11. Monthly Financial Update (Beth Carsten – Finance Director)

**COMMENTS FROM DEPARTMENTS**

12. City Marshall
13. Attorney
14. City Administrator

**PUBLIC** (Please limit presentation to five minutes)

**MAYOR AND COUNCIL REPORTS**

**ADJORN**

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

PLEASE TURN OFF OR SILENCE ALL CELL PHONES

# AGENDA No. 1



**CITY COUNCIL AGENDA ITEM**  
Requested Council Meeting Date: March 18, 2014

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**DEPARTMENT:** The Smith Brown Community Foundation

**SUBJECT:** Smith Brown Recreation Center Proposal

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**RECOMMENDED MOTION:**

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**SUMMARY:** The Smith Brown Recreation Center has been identified as a strong candidate to pilot a community center. The Smith Brown Community Foundation would like to secure a lease agreement with the City, secure funding for renovations, renovate the building and utilize the building for community events.

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**FISCAL IMPACT:** \_\_\_\_\_  Capital Budget  
 Operating  
 Other

**ATTACHMENTS:**  Ordinance  Resolution  Budget  Other

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

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

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

**City Administrator: Tom Slaughter** \_\_\_\_\_ **Date:** \_\_\_\_\_

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



Tuesday, March 11, 2014

Dear City Council Members:

We would like to request the opportunity to be placed on the March 18<sup>th</sup> agenda. We would like to provide an overview of a proposed project involving the Smith Brown Recreation Center to the council. Thank you for your time.

If you have any questions, please contact our Board Member, Ashley Coone at 863-990-0527.

Sincerely,  
The Smith Brown Community Foundation



The  
**Smith Brown**  
Community Foundation

Smith Brown Recreation  
Center Renovation Proposal

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The  
**Smith Brown**  
Community Foundation

**Board of Directors**  
 Coach Richard Bowers, President  
 Ashley Coone, Vice President  
 Bill Hackney, Treasurer  
 Jaccarie Simons  
 Alan Johnson

**Smith Brown Recreation Center Renovation  
Task Force Members**  
 Ashley Coone  
 Jaccarie Simons  
 Alan Johnson  
 Lindsay Turner  
 Emily Suter  
 Shasta Grimes

**Consultants**  
 Brian Hoopingarner  
 Bumper Hays

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**Project Background**

- In May of 2013, a task force was formed to review a needs assessment developed by the PACE-EH program through the DeSoto County Health Department.
  - The goal of the task force was to identify resources that would improve the overall quality of life for residents in DeSoto County.
- The task force identified needs for youth and their families in the community. Among those needs were more community and family oriented activities and a facility to hosts these activities.
- The Smith Brown Recreation Center was identified as a strong candidate to develop a community center. The task force held a series of meetings with City Administration, community members and organizations.
- In January 2014, the task force partnered with the Smith Brown Community Foundation to oversee this project.

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The planning team heard frequently about the need for a multi-use community facility to be used for a wide range of social and recreational events and activities and to serve as community meeting places.

Source: DeSoto County Long Term Recovery Plan 2004

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**RECOVERY VALUE**

Developing community centers and parks within the City of Arcadia and DeSoto County has a moderate recovery value because these facilities help to create interesting and active communities which over time will retain existing and attract new residents. Community centers can be used to accommodate a wide range of community activities and serve as a townhall or community meeting place. Parks and recreation centers can be used to attract visitors to natural resources, generate tourist revenue and protect natural resources.

Source: DeSoto County Long Term Recovery Plan 2004

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**PROJECT DESCRIPTION**

Planning efforts should be focused on key recreation opportunities. Improve existing parks for revitalization and recreation linking sports fields, picnic areas, trail systems, and bike paths. Develop community centers, municipal recreation opportunities, and regional attractions that capture the value of local natural resources and greenway corridors.

Build attractive community centers to be used by groups for meetings and events, serve as a focal point for important community services, and provide neighborhood meeting and recreation places for all ages. There is an especially high need for new programs and spaces for teens and seniors.

Source: DeSoto County Long Term Recovery Plan 2004



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Option 3- Construct a Community Center at another location such as the Smith Brown facility at the Louis Anderson Park in Arcadia.

Source: DeSoto County Long Term Recovery Plan 2004



Smith Brown Recreation Center  
14 School Ave.  
Arcadia, FL 34266

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# Project Plan and Timeline

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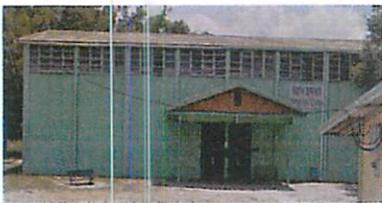
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The Smith Brown  
Recreation Center will  
serve as:



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A space for organizations, agencies, churches, etc to provide programming and resources to the community.



Large Food and Clothes Distribution

Health and Wellness



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A community meeting space



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A space for the Smith Brown Community Foundation to provide routine programming that doesn't currently exist to:

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### Adults



Parenting Classes, Financial Literacy,  
Health and Wellness, and more

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### Youth



Culture and Arts

Etiquette and Manners



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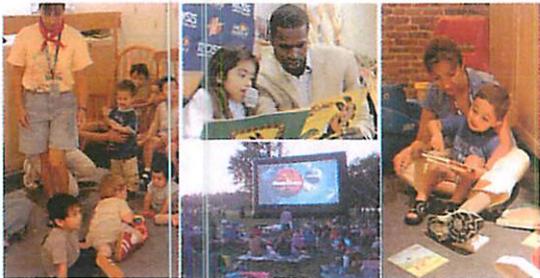
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### Families



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### Current State of the Facility

- The Smith Brown Community Foundation did provide tutoring, recreation and other activities in the Smith Brown Recreation Center in the past.
- Currently sitting vacant
- Add pictures of current state of building

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### Renovations Needed

- Install air conditioning
- Paint building exterior
- Renovate Bathrooms
- Update building to provide for ADA compliance

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### Estimated Costs

- Renovation
  - Install air conditioning in gym
  - Paint building exterior
  - Renovate Bathrooms
  - Upgrade to ADA compliance standards
- Annual Operations
  - Insurance
  - Utilities
  - Programming
  - Maintenance

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**Project Timeline**  
**6 months to 1 year**

- Secure a lease agreement with the City that's contingent to a timeline that requires the foundation to raise funds
- Complete development of plan to manage the building for use by non-profits, agencies, etc
- Secure Overhead Funding through Community Sponsorships and Grants

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**Project Timeline**  
**Years 1-3**

- Secure Funding for Renovations
- Renovate the Building, ADA Compliance
- Secure Funding for Management of the Building
  - The Foundation will seek to secure funding through the Americorps program to hire a facility/program manager.
- Utilize the Building for Community Events and manage for other non-profits to use.

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**Project Timeline**  
**Years 3-5**

- Continue Building Upgrades
- Equipment and Technology Upgrades
- Secure Programming Funding to periodic provide programming (art, literacy, etiquette, wellness) to community residents

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**Project Timeline  
Years 5-10**

- Continue improvements to the building
- Work with non-profits to identify program funding that they could provide to the community

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**Project Timeline  
Years 10-20**

- Incorporate Louis Anderson Park into renovation plans

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**Potential Funding**

- Capital Funding
  - Government Funding
    - USDA Grant
    - Cultural
  - Foundation Grants
    - MosalC
    - Selby
  - Program Funding
    - Grants
      - 21<sup>st</sup> Century Grant
      - United Way
      - Sarasota Foundation
  - Community Partnerships
  - Rentals

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# AGENDA No. 2



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: March 18, 2014

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DEPARTMENT: Administration  
SUBJECT: Proclamation – Donate Life Month  
RECOMMENDED MOTION: Council Approval

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SUMMARY:

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

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

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Department Head: Interim City Administrator, Thomas Slaughter Date:

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Tom Slaughter Date:

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



# *Proclamation*

**WHEREAS**, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

**WHEREAS**, more than 28,000 Americans receive a lifesaving organ transplant every year; and

**WHEREAS**, a new patient is added to the national patient waiting list for an organ transplant every 10 minutes; and

**WHEREAS**, over 121,000 men, women and children are currently on the national waiting list for organ transplantation, of which more than 1100 are in the West and Southwest Florida area; and

**WHEREAS**, an average of 19 people die every day awaiting an organ transplant that does not come in time; and

**WHEREAS**, one organ, tissue and eye donor can save or enhance the lives of as many as 60 people; and

**WHEREAS**, everyone is a potential organ, eye and tissue donor and can register their wish to save lives through organ and tissue donation at [www.DonateLifeFlorida.org](http://www.DonateLifeFlorida.org) or on their driver license;

**NOW, THEREFORE, I, ALICE FRIERSON**, by virtue of the authority vested in the office of the Mayor of the City of Arcadia do hereby proclaim the month of April 2014 as

## ***DONATE LIFE MONTH***

in the City of Arcadia and encourage all residents to consider giving life through organ donation and to sign up on Florida's organ and tissue donor registry by visiting [www.DonateLifeFlorida.org](http://www.DonateLifeFlorida.org) or when renewing their driver license or state identification card.

**SO DONE THIS 18<sup>th</sup> DAY OF MARCH 2014.**

By:

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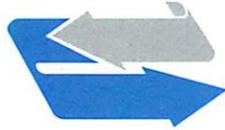
Alice Frierson, Mayor  
City of Arcadia, Florida

ATTEST:

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Penny Delaney, City Clerk

**LifeLink®**



***Foundation, Inc.***

*A not-for-profit corporation dedicated to serve patients in need of transplantation therapy.*

February 13, 2014

The Honorable Alice Frierson  
City of Arcadia  
23 North Polk Avenue  
Arcadia, FL 34266

Dear Mayor Frierson,

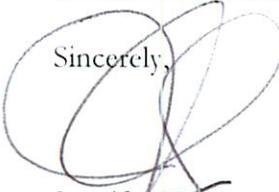
April is designated nationally as Donate Life Month - and provides a special opportunity for members of our community to recognize and honor organ and tissue donors and the miracle of transplantation. We respectfully request that a proclamation be issued recognizing Donate Life Month in the City of Arcadia.

There are over 121,000 men, women and children on the United States waiting list for organ transplantation and over 1100 of those waiting are local. Nineteen people die every day because an organ is not available. The need for organ donors is more critical than ever and continues to grow, and hundreds of thousands more could benefit from tissue donation.

We would love to accept the proclamation in person, however, if that is not possible please remit it to our new address, 9661 Delaney Creek Boulevard, Tampa, FL 33619, any time after our move on March 14, 2014.

Through public education and efforts to increase organ donation such as this proclamation, thousands of lives can be saved and enhanced, lives like those whose stories are told in the enclosed **LifeLink®** annual report/2014 calendar. Thank you for your consideration.

Sincerely,

  
Jennifer Krouse  
Director of Public Affairs  
**LifeLink® Foundation**  
jennifer.krouse@lifelinkfound.org  
813.253.2640 or 800.262.5775

409 Bayshore Boulevard, Tampa, Florida 33606 ♦ 813-253-2640 ♦ 1-800-262-5775 ♦ Facsimile 813-251-1819 ♦ [www.lifelinkfound.org](http://www.lifelinkfound.org)

LifeLink® of Florida

LifeLink® of Georgia

LifeLink® of Puerto Rico

LifeLink® Tissue Bank

LifeLink® Transplantation Immunology Laboratory

# AGENDA No. 3



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: March 18, 2014

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DEPARTMENT: Administration  
SUBJECT: Proclamation – Main Street

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RECOMMENDED MOTION: Council Approval

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SUMMARY:

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

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

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Department Head: Interim City Administrator, Thomas Slaughter Date:

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Tom Slaughter Date:

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



# *Proclamation*

**WHEREAS**, Main Street has been a chartered organization in Arcadia for 27 years; and

**WHEREAS**, Main Street sponsored a cleanup entitled “I (Heart) Arcadia Clean Up Week” which ran from February 14, 2014 through February 15, 2014; and

**WHEREAS**, as a part of the “I (Heart) Arcadia Clean Up Week” new banners were hung on light poles in the downtown area with additional banners to be hung in two (2) weeks; and

**WHEREAS**, as a part of the “I (Heart) Arcadia Clean Up Week” all trash cans on Oak Street and the downtown area were painted Kelly Green; and

**WHEREAS**, as a part of the “I (Heart) Arcadia Clean Up Week” the Main Street organization worked in conjunction with DeSoto Correctional Institute to restore the wagon/oxen harness in the Tree of Knowledge Park with Main Street paying for the materials and DeSoto Correctional Institute performing the labor; and

**WHEREAS**, City Officials wish to recognize Main Street for its service to the City of Arcadia; and

**NOW, THEREFORE, THE ARCADIA CITY COUNCIL**, does hereby extend their appreciation to the Main Street organization for their efforts and encourage all residents, businesses, government, and civic groups in Arcadia, Florida to participate in supporting the activities planned by the Main Street organization.

*SO DONE THIS \_\_\_\_ DAY OF MARCH 2014.*

By:

\_\_\_\_\_  
Alice Frierson, Mayor  
City of Arcadia, Florida

ATTEST:

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

# AGENDA No. 4



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: March 18, 2014

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DEPARTMENT: Administration  
SUBJECT: Minutes from March 4, 2014

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RECOMMENDED MOTION: Council Approval

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SUMMARY:

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

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

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

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

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

City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

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

**AGENDA MINUTES  
CITY COUNCIL  
CITY OF ARCADIA  
TUESDAY, MARCH 4, 2014  
6:00 P.M.**

**CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & ROLL CALL**

The Mayor called the meeting to order at approximately 6:00 p.m. with the following members and staff present:

**Arcadia City Council**

Mayor Alice Frierson

Councilmember Robert R. Allen

Deputy Mayor Joseph E. Fink

Councilmember Robert W. Heine

Councilmember Keith Keene was not present.

**Arcadia City Staff**

Interim City Administrator Tom Slaughter

City Marshall Matt A. Anderson

Finance Director Beth Carsten

Code Enforcement Officer Carl McQuay

City Clerk Penny Delaney

City Attorney Thomas J. Wohl

Finance Director Beth Carsten gave the invocation, which was followed by the Pledge of Allegiance and roll call.

**PRESENTATION**

**1. Retirement of Larry Bullion after 19 1/2 years of service to the City of Arcadia**

Mr. Bullion was not present, but the Interim City Administrator acknowledged a plaque which was to have been presented to Mr. Bullion had he been present. Mr. Bullion retired after 19 ½ years of service to the City of Arcadia at the Water Treatment Plant.

**2. Certificates of Appreciation to Steve Underwood, Bobby Skinner and Jeff Collins for City Hall Renovations**

The Interim City Administrator acknowledged Steve Underwood, Bobby Skinner and Jeff Collins with the presentation of Certificates of Appreciation regarding their work on the new council chambers. Mr. Slaughter pointed out that considering the costs, the money savings were incredible with the quality of work that they produced.

The Interim City Administrator suggested as a thought that it would be appropriate to honor a former individual through employment, service of council, or some other way, by naming Chambers after someone.

City Council Meeting Minutes

March 4, 2014

Page 1 of 7

## **CONSENT AGENDA**

### **3. City Council Minutes for February 18, 2014**

The City Clerk pointed out that there were two errors on page five of the February 18, 2014 minutes. The first item on page five has a typographical error listing the vote as 5/0 when it should have been 4/1. Also in discussion item number 11, the vote was not listed and needs to be added to reflect the vote. Mayor Frierson asked if everyone would like to make note on their copy and proceed with the vote on the motion since it is very minor changes. Deputy Mayor Fink was in agreement. Council Member Heine made a motion to approve the minutes from February 18, 2014 and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

### **4. Change Order for Water Treatment Plant Construction**

A.J. Berndt advised this is related to the last council meeting where Council approved to get the loan and this is the actual breakdown of everything. It is another process that needs to be gone through. He stated that he received notice from Hazen and Sawyer that the whole loan would be 100% paid back through the State. The City will not have any payments on it. Mr. Berndt stated that they are requesting Council to give consent for the Interim City Administrator to sign this so it can be sent to the DEP tomorrow morning. Council Member Heine made a motion to move forward and to allow the Interim City Administrator to sign the Change Order and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

### **5. Verbatim Account of Item No. 13 of October 15, 2013 City Council Minutes**

Council Member Heine made a motion to accept the verbatim account of Item No. 13 of the October 15, 2013 City Council Minutes and Deputy Mayor Fink seconded the motion. The Interim City Administrator asked the City Clerk to explain the purpose for the verbatim account. The City Clerk advised that Mr. Ambler of DeSoto Insurance Company had advised City Council at the last meeting and advised that there was more discussion than was addressed in the previous minutes. There were actions that City Council had taken to make changes in their coverage and he wanted that spelled out specifically so a verbatim account was provided for further explanation. Deputy Mayor Fink asked if Mr. Ambler could address City Council and state whether the verbatim account is sufficient for the purposes that he requested of us. Mr. Ambler thanked City Council for the opportunity to speak at the last meeting. He stated that the verbatim account reflected what he believed transpired. No discussion followed and it was unanimously, 4/0, approved.

### **6. Personnel Policy Manual Update**

The Interim City Administrator stated that the manual had already been reviewed once and it will be reviewed one more time. He stated that at the last meeting, an agreement was made that all changes to the Personnel Manual would go through a two step process. The first

step would be a discussion and presentation of the strike-through/underline document. Secondly, in addition to Council review, the department managers will review it with their staff. He stated that he had provided the strike-through/underline document, in a legislative format, in the Council packet and that he had heard from one council member regarding Section 22.15. He advised that was an omission on his part and it deals with the role of the administrator as it relates to the roster of employees. In addition to the one error in Section 22.15, one other council member identified a concern that in addition to the listing needs to go through City Council. He advised that Council will be looking at a handful of key hires such as Administrator, Clerk, Finance Director, Public Works Director, Utility Director, and City Planner as being hires that Council would have authority to approve or disapprove a hire or any personnel matter that may involve that person including up to termination.

Mr. Ambler stated that one of the services you get with your insurance company is that they have a human resources hotline that is a direct conduit to a human resources attorney. He stated that he had told the Interim City Administrator and some staff about it and didn't know if it was being used, but that he would hope it would be used.

Deputy Mayor Fink asked if the personnel policy has a disclaimer sheet regarding an employee having read and understood the policy to be torn off and placed in their personnel file. The City Attorney recommended having that sheet given to a new employee and informing that employee that they have five days to read, understand, sign and return it to Administration.

The Interim City Administrator stated that he will amend Section 22.15 and include an appendix which will include an employee roster. He was also include an acknowledgment that the employee acknowledges receipt and review of the personnel policy upon date of hire.

## **7. Staffing Levels**

The Interim City Administrator stated that the Finance Department prepared three tables that started with the previous year starting point being the budget which showed 111 staff positions. He stated that on October 1, 2013, the actual number of employees working for the City was 96. He further stated there is now 88. He advised that the Finance Department is really struggling. Because the money issue is so important, they are doing some reforms from everything from dumpster service to utility billing. He stated there is a real need for three staff members at the utility collection windows and a hybrid position that would be trained by finance, but would work in public works and the utility department. There are two directors and six different managers and there is a lot of paperwork that goes back and forth between those departments and finance. He proposed to fill two positions and advised staffing would go from 88 employees to 90 employees. The City is currently budgeted at 96. Council Member Heine made a motion to approve adding two positions to the Finance Department and Deputy Mayor Fink seconded it. The Mayor stated that they were on the verge of hiring a permanent administrator and wondered if they might let him handle the staffing. No response was made from any council member. No discussion followed and it was unanimously, 4/0, approved.

## **8. Top Five Candidates for Position of City Administrator**

John Super advised that the committee had arrived at the five top candidates to present to Council. It was then brought to Council's attention that due to an IT issue, there were eight applications that were never made available to the City Clerk until after the February 28<sup>th</sup> deadline. The City Clerk was advised by the City's IT employee that numerous e-mails were in the SPAM file which no City employee has access to. Upon learning of this, the City Clerk requested the IT employee to review for possible applications regarding the City Administrator Position. These were located and presented to the City Clerk. However, this information was provided to the City Clerk after the committee had met and the top five candidates were chosen.

It was also brought to the City Council's attention that a five member panel was selected for the search committee, but only four members had an opportunity to vote. One committee member was not able to participate in the vote. The Interim City Administrator suggested that the City Clerk direct all application material in a hardcopy to each committee member. One committee member had an issue with his computer not working properly. He recommended to Council to direct the committee to go back and include those other eight and in doing so ensure that all five members can vote. Mayor Frierson asked if anyone had any objections following the Interim City Administrator's suggestions. Council Member Heine stated that they would have to. The City Attorney reminded Council that the reason the committee brought the top five candidates before Council today is because that was the day spelled out in the Resolution, but he agreed that the other applicants needed to be part of the review process.

The Interim City Administrator suggested that when the committee reconvenes, all applications need to be included and the scoring sheets need to be kept for each person. He also suggested that all committee members have plenty of time to review the applications and that all committee members be present when the top five candidates are chosen. Mayor Frierson stated that she has a problem with the Interim City Administrator participating so much in the process. The Interim City Administrator stated that he had been asked by a number of the committee members why he wasn't involved and he stated that he has told them that he needs to stay out it. However, he stated, that when a number of problems through the computer system and the meeting system, it reflects poorly on the staff members that are setting it up and it puts them in an awkward position. He further stated he's bringing forward in regards to the staff and if agreements were made, they should be followed. Deputy Mayor Fink asked the City Attorney if it was put off for a two week period, would it cause a problem with the Resolution. The City Attorney advised that he would recommend a motion to amend the Resolution as to paragraph six to provide that the five candidates shall be presented by March 18<sup>th</sup>, provided that all members of the advisory committee can be present.

Dick Fazzone stated that all committee members should participate and not be in a hurry with something this serious and critical. He further stated that he is not challenging the integrity of any member. Deputy Mayor Fink stated that he felt they should amend paragraph six of the Resolution to deal with the continuance and it not be date specific. The City Attorney stated that the Council had wanted this as soon as possible and not have unnecessary delays. Deputy Mayor Fink made a motion to conclude the business by March 18, 2014. However, he stated if not

possible, then all completed by April 15, 2014. Council Member Heine seconded the motion. The City Attorney stated that they may want to change it to April 15, 2014 and to have the amended resolution on the next agenda. Dick Fazzino stated that since some of these issues have come up, he felt the City Attorney should be at the next committee meeting to which the City Attorney stated that would be council's decision. Deputy Mayor Fink stated the motion would include it would be changed by amending the resolution at the next meeting and Councilmember Heine seconded the motion. The Interim City Administrator recapped the discussion for staff by stating that all applications that were received before Friday, February 28, 2014, at 5:00 p.m. will be notified of the six questions so they can fill those out and with that said, all materials for all qualified applications who applied by that date will be sent in hard copy form to each of the five members in advance. No discussion followed and it was unanimously, 4/0, approved.

## **COMMENTS FROM DEPARTMENTS**

### **9. CITY MARSHALL**

Marshall Anderson stated that the police department report was provided in their packets. He also stated that state law changes are coming up in 2015 and all accidents reports that are worked will have to be electronically filed with the Clerk of the Court. He stated that Lieutenant Joens, with the help of Betsy Sorrell, was able to obtain a \$25,000.00 grant for needed equipment which includes hardware, computers, printers, scanners, etc. The award packet was received Friday, February 28, 2014. They received the first bid for \$34,000.00 which would include eleven laptop computers, stands and printers, but advised they are still looking. He was asking Council for their permission to send the information off to get the grant. Deputy Fink brought forward a discussion of a budget amendment. In the end, it was decided a budget amendment was not required and Deputy Fink advised if there was no budget amendment, he was fine with it. Councilmember Heine made a motion to approve the documents be sent to the Finance Department to get started and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

### **10. CODE ENFORCEMENT OFFICER**

NONE

### **11. CITY ATTORNEY**

The City Attorney stated that he wanted to update Council regarding the lawsuit filed against Stonegate Apartment complex last year, obtained a temporary injunction to have them disconnect from their water supply. The hearing was heard last week on the final judgment matter to enforce the permanent injunction and having the court declare that we are entitled to enforce the ordinance the way we have said we were going to enforce it. He advised that case is wrapped up. He stated the City has a permanent injunction adjoining that property whether it's Stonegate Apartment, Inc., as the owners or any successors from essentially disconnecting from the City's water and sewer supply and providing their own water. Beth Carsten advised that Mr.

Game has had individual meters installed and has paid the \$9500.00 which brings his account current. The City's meter has been pulled and replaced with individual meters. Council Member Heine asked about the outstanding amount of \$18,000.00 which is owed on another account. The City Attorney advised that the City could certainly file suit against that entity, but it was his opinion that it would likely not be worth it because it's a dissolved entity with no assets. He further stated that what has now been put in place since that happened, not only do they have the individual metered accounts now, but they also have an ordinance where they are permitted to lien the property. He advised accordingly, they are ensuring that when the account is opened, it will be opened by a tenant or the property owner. He stated that they are making sure they are staying within the bond covenants and complying with those.

## **12. INTERIM CITY ADMINISTRATOR**

The Interim City Administrator stated that Gary Frierson, the Chairman of the Airport Advisory Committee, and Mike Moon from Hanson, had presented Council with the Minimum Standards. He stated that upon review, the attorney made some changes, primarily some scrivener and grammatical. He further stated that since nothing substantive had changed, it was being brought forward to Council not for any action at this time, but simply for approval of the Council to forward to the FAA on behalf of the Airport Advisory Committee. Once it is returned from the FAA, then Council may take action on it. Deputy Mayor Fink stated that technically the Airport Advisory Board does not report to Council and thought that the request should come from the Interim City Administrator. The City Attorney suggested that the request can come from both the Airport Advisory Committee and the Interim City Administrator. Deputy Mayor Fink made a motion to approve and Council Member Heine seconded the motion. Mayor Frierson sustained from voting on the issue. No discussion followed and it was unanimously, 3/0, approved.

The Interim City Administrator advised that the City had received a grant from the State of Florida Department of Economic Opportunities some time ago for a \$25,000.00 Strategic Plan Initiative. He stated they would like to begin it in about a week and asked Council what days would work best for them. It was decided the meeting would be scheduled for Monday, March 10, 2014, at 4:00 p.m.

The Interim City Administrator asked the Finance Director to address Council regarding participating in the Rodeo Parade. It was discussed that the vehicles will be City owned and there would be no issue regarding insurance. Deputy Mayor Fink stated that he was very pleased and grateful that Council was asked to participate.

## **PUBLIC**

Charles Conklin stated it was brought to his attention regarding the approval of a resolution that would go before the voters regarding the City taking over the City Police Department. He further stated that it would no longer be an elected position, but controlled by the City. The City Attorney stated that it was discussed, but a decision was made not to move forward because it had been on a prior referendum that did not pass. Mr. Conklin stated that he

didn't want the City to go through what happened with the past Marshall. Marshall Anderson stated that one of the first issues that he addressed after being appointed Marshall was to have everything ran through the finance department. He stated the police department does not have any checking accounts and all previous accounts were closed.

John Super addressed Council regarding Lake Katherine. He stated back in the fall, it was approved for Sandhill Nurseries to spray the vegetation, remove it and do a second application and after the removal, plant some native vegetation around the lake. It will be about \$16,000.00 of which Team Arcadia will fund. Since Lake Katherine is a City property, Team Arcadia is needing blessings from Council to proceed. Council Member Heine made a motion to approve it and Deputy Mayor Fink seconded the motion. The City Attorney stated that he would like to review any documentation and as long as Council is okay with the Interim City Administrator accepting it. The Interim City Administrator stated that this is a vendor who is qualified through the State of Florida. Mayor Frierson asked the Interim City Administrator if he would prepare the letter and allow the City Attorney to review it to which the Interim City Administrator replied that he would.

The City Attorney asked if his presence was necessary at the meeting next Monday to which Mayor Frierson replied that she didn't think it was necessary.

### **MAYOR AND COUNCIL MATTERS**

Deputy Mayor Fink advised that the downtown garbage cans were painted by a local organization, Main Street, and a lot of work was done. He advised they hired prisoners to do some work in the Tree of Knowledge Park and put up new banners on the light poles. He asked that Council consider a proclamation for their effort of taking and running with it. He further stated that he would hope Council would do the same thing with Team Arcadia regarding the work to be done at Lake Katherine. Deputy Fink asked that the Council if anyone had a problem with a proclamation for Main Street. No one objected. Deputy Fink asked that it be placed on the next agenda.

### **ADJOURN**

Having no further business at this time, the meeting was adjourned at 7:30 P.M.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2014

By:

\_\_\_\_\_  
Alice Frierson, Mayor

ATTEST:

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

City Council Meeting Minutes

March 4, 2014

Page 7 of 7

# AGENDA No. 5



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: March 18, 2014

---

DEPARTMENT: Planning and Zoning

SUBJECT: Downtown Market Days

---

RECOMMENDED MOTION:

Approval

---

SUMMARY: Team Arcadia is requesting to hold Downtown Market Days every first Saturday of the month for a period of one year. This event will take place from the corner of S. Orange Ave/ W. Oak St. to the corner of E Oak St/S. Desoto Ave. The hours of this event will be from 5:00 am. to 5:00 pm.

---

FISCAL IMPACT: \_\_\_\_\_

Capital Budget

Operating

Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: Carl A. McQuay

Date: 03/18/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

---

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:

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

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](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.

Bence Otto  
Signature of Applicant/Event Sponsor

2-13-2014  
Date

Bence Otto  
PRINTED Name of Above

494 3233  
Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 2-14-2014
Event Name: Downtown Market Days
Event Location: Downtown oak St.
Date(s) of Event: First Sat of every month Hours of Event: 5am to 5pm
Expected Attendance: 35-100
Event Sponsor: Team Arcadia Non-Profit? X YES NO

Description of Event: Dealers of all kinds on the sidewalk and parking lots - not to include tree of Knowledge Park

Contact Person: Renee Otto Telephone: ( ) 494-3233

Fax #: Email: rotkten@aol.com

Insurance Carrier: DeSto Insurance

Insurance Agent: Phil Hunt Agent's Phone: 863-494-4222

- 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: all corners of 17 and 70 and oak St

Other Pertinent Information:

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

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

INDEMNIFICATION & HOLD HARMLESS

I, John Super, as Chairman 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 Market Old Town Market to be held at Oak Street on Every first Saturday day

(Printed Name) (Title or Office Held) (Club, organization, group, etc) (Name of Event) (Location) (Date)

By: John Super (Signature) Printed Name: John Super Entity Name: Team Arcadia Its: \_\_\_\_\_ Date: 2-13-14

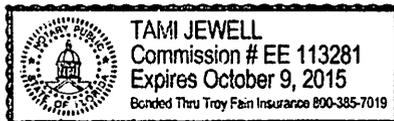
STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 13 day of Feb 2014, by John Super, as Chairman of Team Arcadia who  is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

Tami Jewell  
NOTARY PUBLIC

(SEAL)



CRB 117-2

**ARCADIA POLICE DEPARTMENT**

725 N. Brevard Ave.  
ARCADIA, FL 34266  
(863) 993-4660

**CASH RECEIPT**

004417

Date 2-14-2014

Received From Renee Otto - Team Arcadia

Address Downtown Merchant Committee

Three hundred 00/100 Dollars \$ 300.00

For Special Event Permit - Yearly

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	300 00
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER <input type="checkbox"/>	
		CREDIT CARD <input type="checkbox"/>	

By [Signature]

# AGENDA No. 6



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: March 18, 2014

---

DEPARTMENT: Planning and Zoning  
SUBJECT: Community Awareness Health Fair

---

RECOMMENDED MOTION:  
Approval of Health Fair

---

SUMMARY: The Women in Fellowship organization of the Mt. Zion Church is requesting to hold a Health Awareness Fair on April 4, 2014 at 256 South Orange Ave. Hours of event will be from 10:00 a.m. to 1:00 pm. They are also requesting that the street be closed from 221 South Orange Ave to the corner of Orange/W. Palmetto.

---

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

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: Carl A. McQuay Date: 03/18/14  
Finance Director (As to Budget Requirements) Date:  
City Attorney (As to Form and Legality) Date:  
City Administrator: Tom Slaughter Date:

---

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

**RECEIVED**

MAR - 4 2014

CITY OF ARCADIA

## 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](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  
ERNESTINE SIMONS  
PRINTED Name of Above

3/5/14  
Date  
863-558-7105  
Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 3/5/14
Event Name: COMMUNITY AWARENESS HEALTH FAIR
Event Location: 256 SOUTH ORANGE AVE.
Date(s) of Event: 4/12/14 Hours of Event: 10:00 A.M. to 1:00 P.M.
Expected Attendance: Community
Event Sponsor: Mt Zion Church Non-Profit? YES
Description of Event: HEALTH AWARENESS CONCERNING HEART + DIABETES CARE.

Contact Person: ERNESTINE SIMONS Telephone: (863)-558-7105
Fax #: Email:
Insurance Carrier: GUIDE ONE 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: TENTS IN OPEN FIELD.

Other Pertinent Information:

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

Received by: C. McQuay Date: 3/2/14
City Marshal Approved Disapproved
City Administrator Approved Disapproved
City Council Approved Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, ERNESTINE SIMONS, as CHAIRPERSON of WOMEN IN FELLOWSHIP, 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 HEALTH FAIR to be held at 356 S. ORANGE AVE on 4/12/14

By: [Signature] Printed Name: ERNESTINE SIMONS

Entity Name: \_\_\_\_\_ Its: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF DESOTO

Sworn to and subscribed before me this 4<sup>th</sup> day of March, by Ernestine Simons as \_\_\_\_\_ of \_\_\_\_\_ who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC

Theresa Esparza  
COMMISSION # DD964655  
EXPIRES: APR. 15, 2014  
WWW.AARONNOTARY.com

# *Women In Fellowship Ministry*

## **Community Awareness and Health Fair**

**" Medicine for the Soul"**

*Beloved, I pray that in all respects you may prosper and be in good health, just as your soul prospers.  
3 John 1:2*

**Diabetes & Heart Disease & Stroke**



**When:** April 12, 2014

**Time:** 10:00 am – 1:00 pm

**Where:** Greater Mt. Zion Church

**(256 South Orange Avenue – Arcadia)**

- **Healthy Food Taste Test Booths**
- **Information "Knowledge" Booths**
- **Health & Fitness & Nutrition Booths**
- **Games and Trivia Question Booths**
- **Blood Pressure Check Booth**
- **Speakers and Honorees**
- **Door Prizes**
- **Plus Much More..... "Your Body Is A Temple"**



**" Knowledge Is Power and Power Is God"**

STATEMENT OF VALUES

POLICY EFFECTIVE 03/02/2014

POLICY NO. 1301-986

NAMED INSURED GREATER MT ZION AME CHURCH

-----  
PREMISES AND DESCRIPTION OF PROPERTY 100% VALUES  
-----  
ACTUAL CASH VALUE REPLACEMENT COST  
-----

RISK NO. 001  
PREMISES NO. 001 BUILDING NO. 001  
CONSTRUCTION JOISTED MASONRY  
OCCUPANCY CHURCH  
PREMISES ADDRESS  
256 S ORANGE AVE

ARCADIA DESOTO FL 34266  
BUILDING LIMIT \$747,000  
PERSONAL PROPERTY \$134,400  
-----

RISK NO. 001  
PREMISES NO. 001 BUILDING NO. 002  
CONSTRUCTION JOISTED MASONRY  
OCCUPANCY PARSONAGE  
PREMISES ADDRESS  
256 S ORANGE AVE

ARCADIA DESOTO FL 34266  
BUILDING LIMIT \$227,000  
PERSONAL PROPERTY \$46,600

S T A T E M E N T O F V A L U E S

POLICY EFFECTIVE 03/02/2014

POLICY NO. 1301-986

NAMED INSURED GREATER MT ZION AME CHURCH

PO BOX 1266

ARCADIA

FL 34265

-----  
INSTRUCTIONS  
-----

1. THE VALUES SHOWN ON THE ATTACHED PAGES MUST BE ACTUAL CASH VALUES (100%) OR REPLACEMENT COST VALUES (100%) AND SHOULD REFLECT THE BASIS OF COVERAGE FOR EACH BUILDING, PERSONAL PROPERTY OF THE INSURED OR BOTH.
2. THE VALUES SHALL BE SUBMITTED TO THE INSURANCE COMPANY AND SUBJECT TO ITS ACCEPTANCE.
3. NOTHING CONTAINED IN THESE INSTRUCTIONS SHALL BE CONSTRUED AS CHANGING IN ANY MANNER THE CONDITIONS OF THE POLICY.
4. THE COMPANY MAY REQUIRE THIS STATEMENT OF VALUES TO BE SIGNED BY THE INSURED, OR IN THE CASE OF FIRMS, BY A PARTNER OR AN OFFICER.

THIS "STATEMENT OF VALUES" IS FILED WITH THE DESIGNATED COMPANY LISTED BELOW.

ALL VALUES SUBMITTED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

GuideOne Insurance  
1111 ASHWORTH ROAD  
WEST DES MOINES, IOWA 50265-3538  
(515)267-5000

GuideOne Elite  
Insurance Company

01/20/2014

ORIGINAL COPY

CP11927 (789)

S T A T E M E N T O F V A L U E S

POLICY EFFECTIVE 03/02/2014

POLICY NO. 1301-986

NAMED INSURED GREATER MT ZION AME CHURCH

-----  
 PREMISES AND DESCRIPTION OF PROPERTY 100% VALUES  
 -----

ACTUAL CASH VALUE          REPLACEMENT COST

-----  
 RISK NO. 001  
 PREMISES NO. 001 BUILDING NO. 001  
 CONSTRUCTION JOISTED MASONRY  
 OCCUPANCY CHURCH  
 PREMISES ADDRESS  
 256 S ORANGE AVE

ARCADIA	DESOTO	FL 34266	
BUILDING LIMIT			\$747,000
PERSONAL PROPERTY			\$134,400

-----  
 RISK NO. 001  
 PREMISES NO. 001 BUILDING NO. 002  
 CONSTRUCTION JOISTED MASONRY  
 OCCUPANCY PARSONAGE  
 PREMISES ADDRESS  
 256 S ORANGE AVE

ARCADIA	DESOTO	FL 34266	
BUILDING LIMIT			\$227,000
PERSONAL PROPERTY			\$46,600

# AGENDA No. 7



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: March 18, 2014

---

DEPARTMENT: Administration

SUBJECT: Resolution No. 2014-02

---

RECOMMENDED MOTION: Council Approval

---

SUMMARY: Amending Resolution No. 2013-29 by extending the time for submittal of the top five (5) candidates for the position of City Administrator to City Council from March 4, 2014 to April 15, 2014

---

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: \_\_\_\_\_

---

City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

---

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

**RESOLUTION NO. 2014-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA AMENDING RESOLUTION NO. 2013-29 BY EXTENDING THE TIME FOR SUBMITTAL OF THE TOP FIVE (5) CANDIDATES FOR THE POSITION OF CITY ADMINISTRATOR TO CITY COUNCIL FROM MARCH 4, 2014 TO APRIL 15, 2014; PROVIDING FOR READING BY TITLE ONLY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 2-92 of the Code of Ordinances of the City of Arcadia, the City is required to appoint a City Administrator; and

**WHEREAS**, the City Council established the procedure to search for a City Administrator by creating a City Administrator Search Committee under Resolution No. 2013-39 adopted on December 17, 2013; and

**WHEREAS**, the City Council has determined that an extension of the time for submittal of the names of the top five (5) candidates for the position of City Administrator to the City Council from March 4, 2014 to April 15, 2014 is in the best interests of the citizens of the City of Arcadia,

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

**SECTION 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.** Section 6 of Resolution No. 2013-29 is hereby amended to read as follows:

**“SECTION 6.** The City Administrator Search Committee shall submit the names of the top five (5) candidates for the position of City Administrator to the City Council by April 15, 2014. Upon the request of the chair of the City Administrator Search Committee, the City Council may extend this date by majority vote. After the final written recommendations of the City Administrator Search Committee have been presented to and received by the City Council, the City Administrator Search Committee shall cease to exist.”

**SECTION 3.** The balance of Resolution No. 2013-29 remains in full force and effect.

**SECTION 4.** This Resolution shall take effect immediately upon adoption.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA,  
FLORIDA,** in regular session at the City Council Chambers of said City of Arcadia, Florida this  
18th day of March, 2014.

City of Arcadia, Florida

\_\_\_\_\_  
Alice Frierson, Mayor

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Thomas J. Wohl, City Attorney

# AGENDA No. 8



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: March 18, 2014

---

DEPARTMENT: Systems

SUBJECT: Resolution No. 2014-03

---

RECOMMENDED MOTION: Council Approval

---

SUMMARY: Authorization of Lease Purchase Agreement with Leasing 2, Inc. regarding Vacuum Truck

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

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

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

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

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

City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

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

**RESOLUTION 2014-03**

**A RESOLUTION OF THE CITY OF ARCADIA, FLORIDA, CITY COUNCIL, AUTHORIZING A LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC. FOR THE PURPOSE OF ACQUIRING ONE (1) VAC-CON V350SHA/850 COMBINATION VACUUM TRUCK ON A FREIGHTLINER CHASSIS; DETERMINING THAT SUCH LEASE-PURCHASE AGREEMENT IS IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE PROPER OFFICIALS, OFFICERS AND EMPLOYEES OF THE CITY TO DO ALL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH SUCH LEASE-PURCHASE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council (“City Council”) of the City of Arcadia, Florida (the “City”) has determined that there exists a need for the acquisition of one (1) Vac-Con V350SHA/850 Combination Vacuum Truck on Freightliner Chassis (herein the “Equipment”); and

**WHEREAS**, the City hereby determines that it would be in the best economic interest of the City to enter into a Lease-Purchase Agreement with Leasing 2, Inc. for the acquisition of the Equipment; and

**WHEREAS**, the City has determined that the Equipment will be used solely for central governmental functions and not for private business use; and

**WHEREAS**, the City has complied with all public bidding requirements for the acquisition of the Equipment.

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

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

**SECTION 2.** It is hereby ascertained, determined and declared that, in light of the City’s need to upgrade its solid waste disposal equipment, the attractiveness of the terms offered by Leasing 2, Inc., and the nature of the Lease-Purchase Agreement, it is in the best interest of the City to enter into the Lease-Purchase Agreement with Leasing 2, Inc. on a negotiated basis pursuant to the terms and conditions of this Resolution.

**SECTION 3.** The City hereby approves the terms and conditions of the Lease-Purchase Agreement, attached as Exhibit “A” hereto. The City Council hereby authorizes the Mayor or Deputy Mayor, City Administrator, City Finance Director and Systems Supervisor to execute and deliver any and all documents and instruments and to

do and cause to be done, any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

**SECTION 4.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA,  
in regular session this 18th day of March, 2014.

ATTEST:

CITY OF ARCADIA, FLORIDA

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

\_\_\_\_\_  
Alice Frierson, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Wohl, City Attorney

**EXHIBIT A**  
**LEASE-PURCHASE AGREEMENT**

**LESSEE:**  
**City of Arcadia**  
**23 N. Polk Avenue**  
**Arcadia, FL 34265**

**LESSOR:**  
**Leasing 2, Inc.**  
**1720 West Cass Street**  
**Tampa, FL 33606-1230**

**Dated as of March 1, 2014**

This Lease-Purchase Agreement (the "Agreement") dated as of **March 1, 2014** by and between **Leasing 2, Inc.** ("Lessor"), and **City of Arcadia** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Florida ("State").

**WITNESSETH:**

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I DEFINITIONS**

**Section 1.01.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

**ARTICLE II COVENANTS OF LESSEE**

**Section 2.01** Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.]

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

**ARTICLE III LEASE OF EQUIPMENT**

**Section 3.01** Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

**ARTICLE IV LEASE TERM**

**Section 4.01. Commencement of Lease Term.** The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

**Section 4.02. Termination of Lease Term.** The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

**Section 4.03. Return of Equipment on Termination.** Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment

to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

#### **ARTICLE V ENJOYMENT OF EQUIPMENT**

**Section 5.01.** Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

#### **ARTICLE VI RENTAL PAYMENTS**

**Section 6.01. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

**Section 6.02. Payment of Rental Payments.** During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

**Section 6.03. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

**Section 6.04. Additional Interest in the Event the Interest is Taxable.** Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

**Section 6.05. Rental Payments to be Unconditional.** During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

**Section 6.06. Continuation of Lease Term by Lessee.** Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

**Section 6.07. Termination by Nonappropriation.** In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

**Section 6.08. Late Charges.** If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

**Section 6.09. Prepayment.** Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

#### **ARTICLE VII TITLE TO EQUIPMENT**

**Section 7.01. Title to the Equipment.** During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

#### **ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

**Section 8.01. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

**Section 8.02. Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

**Section 8.03. Provisions Regarding Insurance.** At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

**Section 8.04. Advances.** In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

#### **ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

**Section 9.01. Damage, Destruction and Condemnation.** If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be

taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

**Section 9.02. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

#### **ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT**

**Section 10.01. Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

**Section 10.02. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

**Section 10.03. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

#### **ARTICLE XI OPTION TO PURCHASE**

**Section 11.01** At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

#### **ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING**

**Section 12.01. Assignment by Lessor.** This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

**Section 12.02. No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

**Section 12.03. Lessee Negligence.** To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

#### **ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES**

**Section 13.01. Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

**Section 13.02. Remedies on Default.** Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

(a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or

(b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

**Section 13.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE XIV MISCELLANEOUS**

**Section 14.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**Section 14.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 14.03. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 14.04. Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

**Section 14.05. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14.06. Delayed Closing.** In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

**Section 14.07. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State

**Section 14.08. Captions.** The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

**Section 14.09. Entire Agreement.** This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

**Section 14.10. Execution of Facsimile.** In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

**Section 14.11. Correction of Documents.** Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

**Section 14.12. WAIVER OF JURY TRIAL.** Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

**Section 14.13. Performance Bonds.** If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

**Section 14.14. Time is of the Essence.** Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

**LESSOR: Leasing 2, Inc.**

Execute:

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

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

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

**LESSEE: City of Arcadia**

Execute:

By: \_\_\_\_\_  
Fred Lewis

Title: \_\_\_\_\_  
Systems Supervisor

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

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**{LETTERHEAD OF LESSEE'S COUNSEL}**

**EXHIBIT B**

**OPINION OF LESSEE'S COUNSEL**

**LESSEE:**           **City of Arcadia**

**DATE OF AGREEMENT:**           **March 1, 2014**

**Leasing 2, Inc.  
1720 West Cass Street  
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for **City of Arcadia** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **March 1, 2014** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. \_\_\_\_\_, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

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**EXHIBIT C**

**CERTIFICATE AS TO ARBITRAGE**

I, **Fred Lewis**, hereby certify that I am duly qualified and acting **Systems Supervisor**, of **City of Arcadia** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **March 1, 2014** (the "Agreement"), by and between **Leasing 2, Inc.** ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Lease provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$250,000.00**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$250,000.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before \_\_\_\_\_.

5. In any event, all of the spendable proceeds of the Agreement will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LESSEE: **City of Arcadia**

By: \_\_\_\_\_  
Fred Lewis

Title: \_\_\_\_\_  
Systems Supervisor

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**EXHIBIT D**  
**DESCRIPTION OF EQUIPMENT**

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

**Vac-Con V350SHA/850 Combination Vacuum Truck on a Freightliner Chassis, VIN:** \_\_\_\_\_

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

\_\_\_\_\_ 645 Turner Avenue \_\_\_\_\_

\_\_\_\_\_ Arcadia, FL 34265 \_\_\_\_\_

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **City of Arcadia**

By: \_\_\_\_\_  
Fred Lewis

Title: \_\_\_\_\_  
Systems Supervisor

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

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**EXHIBIT E**  
**PAYMENT SCHEDULE**

**LESSEE:** City of Arcadia  
**LEASE AMOUNT:** \$250,000.00  
**COMMENCEMENT DATE:** March 1, 2014  
**INTEREST RATE:** 3.21%

<b>PAYMENT</b>			<b>PURCHASE</b>		
<b><u>NO.</u></b>	<b><u>DATE</u></b>	<b><u>PAYMENT</u></b>	<b><u>INTEREST</u></b>	<b><u>PRINCIPAL</u></b>	<b><u>PRICE*</u></b>
1	9/1/2014	\$45,756.31	\$4,093.61	\$41,662.70	\$215,545.38
2	9/1/2015	\$45,756.31	\$6,674.49	\$39,081.82	\$174,143.09
3	9/1/2016	\$45,756.31	\$5,422.43	\$40,333.88	\$131,904.47
4	9/1/2017	\$45,756.31	\$4,130.26	\$41,626.05	\$88,812.63
5	9/1/2018	\$45,756.31	\$2,796.68	\$42,959.63	\$44,850.34
6	9/1/2019	\$45,756.31	\$1,420.39	\$44,335.92	\$0.00
<b>Grand Totals</b>		<b>\$274,537.86</b>	<b>\$24,537.86</b>	<b>\$250,000.00</b>	

**LESSEE:** City of Arcadia

By: \_\_\_\_\_  
Fred Lewis

Title: \_\_\_\_\_  
Systems Supervisor

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

\* After payment of Rental Payment due on such date.



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EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **March 1, 2014.**

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **March 1, 2014**, between **Leasing 2, Inc.** and **City of Arcadia**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

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Sincerely,

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Fred Lewis, Systems Supervisor

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Date

**EXHIBIT H**

**DESIGNATION OF BANK QUALIFICATION**

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **March 1, 2014**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Arcadia** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

Attached hereto is a completed Internal Revenue Service Form 8038-G, Information Return for Tax-Exempt Governmental Bond Issues, completed on behalf of the Lessee (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC).

IN WITNESS WHEREOF, the Lessee has caused this Agreement to be executed by its duly authorized officer on this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_20\_\_\_\_\_

LESSEE: **City of Arcadia**

By: \_\_\_\_\_  
Fred Lewis

Title: \_\_\_\_\_  
Systems Supervisor

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

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**EXHIBIT I**

**NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT**

**Leasing 2, Inc.** ("Lessor") hereby gives notice to the **City of Arcadia** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **March 1, 2014**, between **Leasing 2, Inc.** ("Lessor") and **City of Arcadia** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **City of Arcadia** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

**Santander Bank, N.A.**  
**P. O. Box 14565**  
**Reading, PA 19612**

**LESSEE: City of Arcadia**

**By:** \_\_\_\_\_  
Fred Lewis

**Title:** \_\_\_\_\_  
Systems Supervisor

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

**EXHIBIT J**  
**VENDOR TERMS**

**LESSEE: City of Arcadia**

Lessor shall have funds not immediately paid to [Vendor(s)] at closing deposited in an "Escrow Account" in order to facilitate payment to [Vendors] for equipment deliveries that are scheduled to occur according to the following schedule:

<b>EQUIPMENT DESCRIPTION</b>	<b>AMOUNT</b>	<b>PAYMENT NO EARLIER THAN</b>
Vac-Con V350SHA/850 Combination Vacuum Truck on a Freightliner Chassis	\$250,000.00	Delivery & Acceptance

Lessee acknowledges and is in agreement with this schedule and the "Payment No Earlier Than" dates as indicated.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**LESSEE: City of Arcadia**

By: \_\_\_\_\_  
Fred Lewis

Title: \_\_\_\_\_  
Systems Supervisor

**INSURANCE COVERAGE REQUIREMENT**

**TO: Leasing 2, Inc. and/or its Assigns  
1720 West Cass Street  
Tampa, FL 33606-1230**

**FROM: City of Arcadia  
23 N. Polk Avenue  
Arcadia, FL 34265**

**RE: INSURANCE COVERAGE REQUIREMENTS (Check one):**

\_\_\_\_\_ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/ ST/ ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:  
\$500,000.00 per person  
\$1,000,000.00 aggregate bodily injury liability  
\$1,000,000.00 property damage liability

\_\_\_\_\_ 2. Pursuant to Section 8.03 of the Agreement, we are self insured for all risk, physical damage, and public liability and will provide proof of such self insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: \_\_\_\_\_  
Fred Lewis

Title: \_\_\_\_\_  
Systems Supervisor

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

## BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

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

Company: \_\_\_\_\_

Street Address or Box #: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: \_\_\_\_\_ (       ) \_\_\_\_\_

Fax: \_\_\_\_\_ (       ) \_\_\_\_\_

Email Address: \_\_\_\_\_

## Internal Escrow Letter

**March 1, 2014**

Santander Bank, N. A.  
3 Huntington Quadrangle, Suite 101N  
Melville, NY 11747

Re: Lease Purchase Agreement dated **March 1, 2014** (the "Lease") by and between **City of Arcadia** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Bank, N.A.. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing a **Vac-Con V350SHA/850 Combination Vacuum Truck on a Freightliner Chassis** (the "Equipment") in the amount of **\$250,000.00** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$250,000.00** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

**LESSEE: City of Arcadia**

By: \_\_\_\_\_  
**Fred Lewis**

Title: \_\_\_\_\_  
**Systems Supervisor**

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

**CUSTOMER IDENTIFICATION PROGRAM  
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

**What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.**

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CUSTOMER NAME: City of Arcadia

**CUSTOMER IDENTIFICATION**

Taxpayer ID Number: 59-6000266

Business Structure (check one): City Government: \_\_\_\_\_ County Government: \_\_\_\_\_ Tax District: \_\_\_\_\_ Corporation: \_\_\_\_\_

Other, description: \_\_\_\_\_

We may request certified copies of your organizational documents as part of the identification procedure.

**PRIMARY ADDRESS AND REGISTRATION**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

State of Registration/Organization: \_\_\_\_\_

**MAILING ADDRESS (if different from above)**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Acknowledgment: The information contained herein is true and correct.

**City of Arcadia**

By: \_\_\_\_\_  
Fred Lewis

Its: Systems Supervisor

# AGENDA No. 9



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: March 18, 2014

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DEPARTMENT: Sanitation

SUBJECT: Resolution No. 2014-04

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RECOMMENDED MOTION: Council Approval

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SUMMARY: Authorization of Lease Purchase Agreement with Leasing 2, Inc. regarding a Kann Front Loader Garbage Truck and a Pac-Man Rear Loader Garbage Truck

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

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

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

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

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

City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

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

**RESOLUTION 2014-\_\_\_\_**

**A RESOLUTION OF THE CITY OF ARCADIA, FLORIDA, CITY COUNCIL, AUTHORIZING A LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC. FOR THE PURPOSE OF ACQUIRING ONE (1) KANN FRONT LOADER GARBAGE TRUCK AND ONE (1) PAC-MAN REAR LOADER GARBAGE TRUCK; DETERMINING THAT SUCH LEASE-PURCHASE AGREEMENT IS IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE PROPER OFFICIALS, OFFICERS AND EMPLOYEES OF THE CITY TO DO ALL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH SUCH LEASE-PURCHASE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council (“City Council”) of the City of Arcadia, Florida (the “City”) has determined that there exists a need for the acquisition of one (1) Kann Front Loader Garbage Truck and one (1) Pac-Man Rear Loader Garbage Truck (herein collectively the “Equipment”); and

**WHEREAS**, the City hereby determines that it would be in the best economic interest of the City to enter into a Lease-Purchase Agreement with Leasing 2, Inc. for the acquisition of the Equipment; and

**WHEREAS**, the City has determined that the Equipment will be used solely for central governmental functions and not for private business use; and

**WHEREAS**, the City has complied with all public bidding requirements for the acquisition of the Equipment.

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

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

**SECTION 2.** It is hereby ascertained, determined and declared that, in light of the City’s need to upgrade its solid waste disposal equipment, the attractiveness of the terms offered by Leasing 2, Inc., and the nature of the Lease-Purchase Agreement, it is in the best interest of the City to enter into the Lease-Purchase Agreement with Leasing 2, Inc. on a negotiated basis pursuant to the terms and conditions of this Resolution.

**SECTION 3.** The City hereby approves the terms and conditions of the Lease-Purchase Agreement, attached as Exhibit “A” hereto. The City Council hereby authorizes the Mayor or Deputy Mayor, City Administrator, City Finance Director and Public Works Director to execute and deliver any and all documents and instruments and

to do and cause to be done, any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

**SECTION 4.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA,**  
in regular session this 18th day of March, 2014.

ATTEST:

CITY OF ARCADIA, FLORIDA

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

\_\_\_\_\_  
Alice Frierson, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Wohl, City Attorney

**RESOLUTION 2014-04**

**A RESOLUTION OF THE CITY OF ARCADIA, FLORIDA, CITY COUNCIL, AUTHORIZING A LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC. FOR THE PURPOSE OF ACQUIRING ONE (1) KANN FRONT LOADER GARBAGE TRUCK AND ONE (1) PAC-MAN REAR LOADER GARBAGE TRUCK; DETERMINING THAT SUCH LEASE-PURCHASE AGREEMENT IS IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE PROPER OFFICIALS, OFFICERS AND EMPLOYEES OF THE CITY TO DO ALL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH SUCH LEASE-PURCHASE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council (“City Council”) of the City of Arcadia, Florida (the “City”) has determined that there exists a need for the acquisition of one (1) Kann Front Loader Garbage Truck and one (1) Pac-Man Rear Loader Garbage Truck (herein collectively the “Equipment”); and

**WHEREAS**, the City hereby determines that it would be in the best economic interest of the City to enter into a Lease-Purchase Agreement with Leasing 2, Inc. for the acquisition of the Equipment; and

**WHEREAS**, the City has determined that the Equipment will be used solely for central governmental functions and not for private business use; and

**WHEREAS**, the City has complied with all public bidding requirements for the acquisition of the Equipment.

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

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

**SECTION 2.** It is hereby ascertained, determined and declared that, in light of the City’s need to upgrade its solid waste disposal equipment, the attractiveness of the terms offered by Leasing 2, Inc., and the nature of the Lease-Purchase Agreement, it is in the best interest of the City to enter into the Lease-Purchase Agreement with Leasing 2, Inc. on a negotiated basis pursuant to the terms and conditions of this Resolution.

**SECTION 3.** The City hereby approves the terms and conditions of the Lease-Purchase Agreement, attached as Exhibit “A” hereto. The City Council hereby authorizes the Mayor or Deputy Mayor, City Administrator, City Finance Director and Public Works Director to execute and deliver any and all documents and instruments and

to do and cause to be done, any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

**SECTION 4.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA,  
in regular session this 18th day of March, 2014.

ATTEST:

CITY OF ARCADIA, FLORIDA

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

\_\_\_\_\_  
Alice Frierson, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Wohl, City Attorney

EXHIBIT A  
LEASE-PURCHASE AGREEMENT

LESSEE:  
City of Arcadia  
23 N. Polk Avenue  
Arcadia, FL 34265

LESSOR:  
Leasing 2, Inc.  
1720 West Cass Street  
Tampa, FL 33606-1230

Dated as of March 1, 2014

This Lease-Purchase Agreement (the "Agreement") dated as of March 1, 2014 by and between Leasing 2, Inc. ("Lessor"), and City of Arcadia ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Florida ("State").

**WITNESSETH:**

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I DEFINITIONS**

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Leasing 2, Inc., acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

**ARTICLE II COVENANTS OF LESSEE**

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.]

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

**ARTICLE III LEASE OF EQUIPMENT**

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

**ARTICLE IV LEASE TERM**

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment

to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

#### **ARTICLE V ENJOYMENT OF EQUIPMENT**

**Section 5.01.** Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

#### **ARTICLE VI RENTAL PAYMENTS**

**Section 6.01. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

**Section 6.02. Payment of Rental Payments.** During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

**Section 6.03. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

**Section 6.04. Additional Interest in the Event the Interest is Taxable.** Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

**Section 6.05. Rental Payments to be Unconditional.** During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

**Section 6.06. Continuation of Lease Term by Lessee.** Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

**Section 6.07. Termination by Nonappropriation.** In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

**Section 6.08. Late Charges.** If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

**Section 6.09. Prepayment.** Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

#### **ARTICLE VII TITLE TO EQUIPMENT**

**Section 7.01. Title to the Equipment.** During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

#### **ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

**Section 8.01. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

**Section 8.02. Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

**Section 8.03. Provisions Regarding Insurance.** At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

**Section 8.04. Advances.** In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

#### **ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

**Section 9.01. Damage, Destruction and Condemnation.** If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be

taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

**Section 9.02. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefrom from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

#### **ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT**

**Section 10.01. Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

**Section 10.02. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

**Section 10.03. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

#### **ARTICLE XI OPTION TO PURCHASE**

**Section 11.01** At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

#### **ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING**

**Section 12.01. Assignment by Lessor.** This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

**Section 12.02. No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

**Section 12.03. Lessee Negligence.** To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

#### **ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES**

**Section 13.01. Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

**Section 13.02. Remedies on Default.** Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- (a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or
- (b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

**Section 13.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE XIV MISCELLANEOUS**

**Section 14.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**Section 14.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 14.03. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 14.04. Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

**Section 14.05. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14.06. Delayed Closing.** In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

**Section 14.07. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State

**Section 14.08. Captions.** The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

**Section 14.09. Entire Agreement.** This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

**Section 14.10. Execution of Facsimile.** In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

**Section 14.11. Correction of Documents.** Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

**Section 14.12 WAIVER OF JURY TRIAL.** Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

**Section 14.13. Performance Bonds.** If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

**Section 14.14. Time is of the Essence.** Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

**LESSOR: Leasing 2, Inc.**

Execute:

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

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

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

**LESSEE: City of Arcadia**

Execute:

By: \_\_\_\_\_  
Steve Underwood

Title: \_\_\_\_\_  
Public Works Director

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

---

**{LETTERHEAD OF LESSEE'S COUNSEL}**

**EXHIBIT B**

**OPINION OF LESSEE'S COUNSEL**

**LESSEE:**           **City of Arcadia**

**DATE OF AGREEMENT:**           **March 1, 2014**

**Leasing 2, Inc.  
1720 West Cass Street  
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for **City of Arcadia** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **March 1, 2014** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. \_\_\_\_\_, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

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**EXHIBIT C**  
**CERTIFICATE AS TO ARBITRAGE**

I, **Steve Underwood**, hereby certify that I am duly qualified and acting **Public Works Director**, of **City of Arcadia** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **March 1, 2014** (the "Agreement"), by and between **Leasing 2, Inc.** ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Lease provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").
2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$348,362.00**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$348,362.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.
3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.
4. The Equipment will be acquired with due diligence and will be fully acquired on or before \_\_\_\_\_.
5. In any event, all of the spendable proceeds of the Agreement will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.
6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.
7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.
8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.
9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.
10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.
11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LESSEE: **City of Arcadia**

By: \_\_\_\_\_  
Steve Underwood

Title: \_\_\_\_\_  
Public Works Director

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**EXHIBIT D**  
**DESCRIPTION OF EQUIPMENT**

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

(1) Kann Front Loader, S/N: \_\_\_\_\_

(1) Pac-Man Rear Loader, S/N: \_\_\_\_\_

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

\_\_\_\_\_  
\_\_\_\_\_

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **City of Arcadia**

By: \_\_\_\_\_  
Steve Underwood

Title: \_\_\_\_\_  
Public Works Director

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

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**EXHIBIT E**  
**PAYMENT SCHEDULE**

**LESSEE:** City of Arcadia  
**LEASE AMOUNT:** \$348,362.00  
**COMMENCEMENT DATE:** March 1, 2014  
**INTEREST RATE:** 3.15%

<b>PAYMENT</b>					<b>PURCHASE</b>
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	3/1/2015	\$76,392.52	\$10,973.41	\$65,419.11	\$290,740.87
2	3/1/2016	\$76,392.52	\$8,912.70	\$67,479.82	\$220,221.32
3	3/1/2017	\$76,392.52	\$6,787.09	\$69,605.43	\$148,277.27
4	3/1/2018	\$76,392.52	\$4,594.52	\$71,798.00	\$74,879.95
5	3/1/2019	\$76,392.52	\$2,332.88	\$74,059.64	\$0.00
<b>Grand Totals</b>		<b>\$381,962.60</b>	<b>\$33,600.60</b>	<b>\$348,362.00</b>	

**LESSEE:** City of Arcadia

By: \_\_\_\_\_  
Steve Underwood

Title: \_\_\_\_\_  
Public Works Director

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

\* After payment of Rental Payment due on such date.

**EXHIBIT F**  
**ACCEPTANCE CERTIFICATE**

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **March 1, 2014**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. \_\_\_\_\_ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
  
2. \_\_\_\_\_ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered on/or before \_\_\_\_\_. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
  
3. \_\_\_\_\_ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE:      **City of Arcadia**

By: \_\_\_\_\_  
   Steve Underwood

Title: \_\_\_\_\_  
   Public Works Director

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

---

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **March 1, 2014.**

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **March 1, 2014**, between **Leasing 2, Inc.** and **City of Arcadia**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

**Please describe USE of equipment:**

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Sincerely,

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Steve Underwood, Public Works Director

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Date

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**EXHIBIT H**

**DESIGNATION OF BANK QUALIFICATION**

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **March 1, 2014**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Arcadia** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

Attached hereto is a completed Internal Revenue Service Form 8038-G, Information Return for Tax-Exempt Governmental Bond Issues, completed on behalf of the Lessee (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC).

IN WITNESS WHEREOF, the Lessee has caused this Agreement to be executed by its duly authorized officer on this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_20\_\_\_\_\_

LESSEE: **City of Arcadia**

By: \_\_\_\_\_  
Steve Underwood

Title: \_\_\_\_\_  
Public Works Director

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

**EXHIBIT I**

**NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT**

**Leasing 2, Inc.** ("Lessor") hereby gives notice to the **City of Arcadia** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **March 1, 2014**, between **Leasing 2, Inc.** ("Lessor") and **City of Arcadia** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **City of Arcadia** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

**Santander Bank, N.A.**  
**P. O. Box 14565**  
**Reading, PA 19612**

LESSEE: **City of Arcadia**

By: \_\_\_\_\_  
Steve Underwood

Title: \_\_\_\_\_  
Public Works Director

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

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**EXHIBIT J**  
**VENDOR TERMS**

**LESSEE: City of Arcadia**

Lessor shall have funds not immediately paid to [Vendor(s)] at closing deposited in an "Escrow Account" in order to facilitate payment to [Vendors] for equipment deliveries that are scheduled to occur according to the following schedule:

<b>EQUIPMENT DESCRIPTION</b>	<b>AMOUNT</b>	<b>PAYMENT NO EARLIER THAN</b>
(1) Kann Front Loader and (1) Pac-Man Rear Loader	\$348,362.00	Delivery & Acceptance

Lessee acknowledges and is in agreement with this schedule and the "Payment No Earlier Than" dates as indicated.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**LESSEE: City of Arcadia**

By: \_\_\_\_\_  
Steve Underwood

Title: \_\_\_\_\_  
Public Works Director

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**INSURANCE COVERAGE REQUIREMENT**

**TO: Leasing 2, Inc. and/or its Assigns  
1720 West Cass Street  
Tampa, FL 33606-1230**

**FROM: City of Arcadia  
23 N. Polk Avenue  
Arcadia, FL 34265**

**RE: INSURANCE COVERAGE REQUIREMENTS (Check one):**

\_\_\_\_ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/ ST/ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:  
\$500,000.00 per person  
\$1,000,000.00 aggregate bodily injury liability  
\$1,000,000.00 property damage liability

\_\_\_\_ 2. Pursuant to Section 8.03 of the Agreement, we are self insured for all risk, physical damage, and public liability and will provide proof of such self insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: \_\_\_\_\_  
Steve Underwood

Title: \_\_\_\_\_  
Public Works Director

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

**BILLING INFORMATION**

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

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

Company: \_\_\_\_\_

Street Address or Box #: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: \_\_\_\_\_ (      ) \_\_\_\_\_

Fax: \_\_\_\_\_ (      ) \_\_\_\_\_

Email Address: \_\_\_\_\_

**CUSTOMER IDENTIFICATION PROGRAM  
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

**What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.**

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CUSTOMER NAME: City of Arcadia

**CUSTOMER IDENTIFICATION**

Taxpayer ID Number: 59-6000266

Business Structure (check one): City Government: \_\_\_\_\_ County Government: \_\_\_\_\_ Tax District: \_\_\_\_\_ Corporation: \_\_\_\_\_

Other, description: \_\_\_\_\_

We may request certified copies of your organizational documents as part of the identification procedure.

**PRIMARY ADDRESS AND REGISTRATION**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

State of Registration/Organization: \_\_\_\_\_

**MAILING ADDRESS (if different from above)**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Acknowledgment: The information contained herein is true and correct.

**City of Arcadia**

By: \_\_\_\_\_  
Steve Underwood

Its: \_\_\_\_\_  
Public Works Director

## Internal Escrow Letter

**March 1, 2014**

Santander Bank, N. A.  
3 Huntington Quadrangle, Suite 101N  
Melville, NY 11747

Re: Lease Purchase Agreement dated **March 1, 2014** (the "Lease") by and between **City of Arcadia** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Bank, N.A.. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing **(1) Kann Front Loader and (1) Pac-Man Rear Loader** (the "Equipment") in the amount of **\$348,362.00** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$348,362.00** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

**LESSEE: City of Arcadia**

By: \_\_\_\_\_  
**Steve Underwood**

Title: \_\_\_\_\_  
**Public Works Director**

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

# AGENDA No. 10



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: March 18, 2014

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DEPARTMENT: Administration

SUBJECT: Personnel Policy Manual

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RECOMMENDED MOTION: Council Approval

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SUMMARY:

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FISCAL IMPACT: \_\_\_\_\_

Capital Budget

Operating

Other

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ATTACHMENTS:  Ordinance  Resolution  Budget  Other

Department Head: Interim City Administrator, Thomas Slaughter

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

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COUNCIL ACTION:  Approved as Recommended

Disapproved

Tabled Indefinitely  Tabled to Date Certain \_\_\_\_\_

Approved with Modifications

**RESOLUTION 2014-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR TO REVISE THE PERSONNEL POLICY MANUAL, REVISING SECTION 2.35: PERFORMANCE EVALUATIONS; SECTION 3.10: AUTHORITY; SECTION 6.57: REPORTING PROCEDURE; SECTION 11.35: PAYMENT FOR UNUSED ANNUAL LEAVE; SECTION 12.60: PAYMENT OF UNUSED SICK LEAVE; SECTION 21.15: APPEAL PROCEDURES; SECTION 22.10: RESIGNATION AND SECTION 22.25: TERMINATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Article VIII of the Constitution of the State of Florida and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, to perform municipal functions and render municipal services, and exercise any power for municipal purposes except when expressly prohibited by law; and

**WHEREAS**, Section 2-94 of the Code of Ordinances of the City of Arcadia, Florida (the “City”) provides that the City Administrator shall be responsible to the City Council for the proper administration of all affairs of the City, except those exclusively dedicated or reserved for other elected officials and officers of the City; and

**WHEREAS**, personnel policies and procedures may be established to serve as guidelines to be followed in the administration of the City’s personnel system to insure uniform understanding and application of human resource policies; and

**WHEREAS**, the City has previously adopted a Personnel Policy Manual for administrative purposes; and

**WHEREAS**, it is appropriate from time to time to update, amend and clarify said Personnel Policy Manual; and

**WHEREAS**, the City is desirous of amending Section 2.35 regarding Performance Evaluations; and

**WHEREAS**, the City is desirous of amending Section 3.10 regarding Authority; and

**WHEREAS**, the City is desirous of amending Section 6.57 regarding Reporting Procedure; and

**WHEREAS**, the City is desirous of amending Section 11.35 regarding Payment for Unused Annual Leave; and

**WHEREAS**, the City is desirous of amending Section 12.60 regarding Payment of Unused Sick Leave; and

**WHEREAS**, the City is desirous of amending Section 21.15 regarding Appeal Procedures; and

**WHEREAS**, the City is desirous of amending Section 22.10 regarding Resignation; and

**WHEREAS**, the City is desirous of amending Section 22.25 regarding Termination,

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

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

**SECTION 2.** There shall be revisions to the following sections of the Personnel Policy Manual as shown in Exhibit "A" attached hereto: Section 2.35, Performance Evaluations; Section 3.10, Authority; Section 6.57, Reporting Procedure; Section 11.35, Payment For Unused Annual Leave; Section 12.60, Payment of Unused Sick Leave; Section 21.15, Appeal Procedures; Section 22.10, Resignation; and Section 22.25, Termination.

**SECTION 3.** These changes shall be effective March 18, 2014.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA,**  
in regular session this 18th day of March, 2014.

ATTEST:

CITY OF ARCADIA, FLORIDA

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

\_\_\_\_\_  
Alice Frierson, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Wohl, City Attorney

**EXHIBIT "A"**  
**Personnel Policy Manual**



# Personnel Policy Manual

CITY OF ARCADIA

Adopted: August 5, 1980  
Adopted: September 20, 2011  
Revised: July 1, 2013  
Revised: September 3, 2013

**Revision Draft Prepared on:**  
**March 18, 2014**

### **2.35 PERFORMANCE EVALUATIONS**

Performance Evaluations will be done at least once a year. Evaluations will be done **January during that time in which personnel budget resources are being considered** for the review period of ~~(January thru December)~~ of the previous year; Department Heads shall rate and discuss the overall job performance with each employee. The performance evaluation evaluates quantity of work, quality of work, work habits and relationships with fellow employees and the public. If the employee is a Department Head, his/her supervisory ability is also evaluated.

The employee may submit a written rebuttal statement as part of the evaluation, which shall then become a part of the complete evaluation form; and such statement shall remain in the employee's personnel file according to the State's retention schedule.

### **2.40 EXAMINATION**

All appointment and promotion decisions shall be made by the department head, with the City Administrator's approval, on a job related merit basis. A written evaluation of applicant's knowledge, abilities and skills is to be performed and become part of the applicant's file. One or a combination of any or all of the following evaluation techniques may be used.

- Physical skills tests.
- Written examination of job knowledge.
- Oral interview and evaluation of applicant's abilities.
- Objective evaluation of formal education, vocational training and work experience as related to position requirements.

## CHAPTER 3 - CONSIDERATIONS FOR EMPLOYMENT

### 3.10 AUTHORITY

All non-exempt employees shall be selected by or at the direction of the appropriate Department Head. The City Council, as provided for within the City Charter, and through these personnel provisions shall have review and approval authority for the recruitment, hiring, disciplinary and other personnel actions for certain exempt, director-level positions. The positions of the following exempt classes are hereby identified:

- City Administrator.
- City Clerk.
- Finance Director.
- Golf Course Manager.
- Planning Director.
- Public Works Director.
- Utilities Director.

The City Council shall appropriate funds for personnel salaries as a part of the annual budgeting process. While the day-to-day work programming and staff organizational structure shall be the responsibility of the City Administrator and management team, the City Council shall establish the desired staff workforce allocation through the annual budget process. Any expansion or reduction of the City's workforce as depicted on the staffing roster shall require the approval of the City Council.

### 3.15 QUALIFICATIONS

- Employees shall be a U.S. citizen or legally authorized to work in the United States.
- Employees must not be less than eighteen years of age.
- Once a conditional job offer has been made, a drug free work place certification is to be completed by each prospective employee. All appointments are made subject to a physician's statement that the applicant is physically able to perform the duties of the position and is drug free. The employee physical examination cost shall be borne by the City.

### 3.20 STATUTORY REQUIREMENTS

When positions having state or federal mandated requirements of age, personal character, training, certification or other position related restrictions, they will be observed in the employment practices of the City. The City Marshal may impose additional requirements for police officers and civilian police department personnel.

### 3.25 EMPLOYMENT OF RELATIVES (ANTI-NEPOTISM)

Florida Statutes, Chapter 112.3135(A)(1)(d), severely restricts the employment of relatives (in the same political sub-division) of public officials. "Public Officials" being defined as including any employee with the authority to make recommendations for the appointment, employment,

## CHAPTER 11 - ANNUAL LEAVE

### 11.10 POLICY

It is the policy of the City to allow full time, budgeted employees vacation leave for personal relaxation and family enjoyment.

### 11.15 ELIGIBILITY

Employees classified as full-time, budgeted earn scheduled annual leave benefits. Continuous service is calculated from the date of original employment, with leave being accrued from that date. Employees must have completed their six (6) months of service before paid annual leave is permitted. Separation with less than six months (6) of service will result in loss of annual leave benefits or payment.

### 11.20 ANNUAL LEAVE ACCRUAL

	<u>Scheduled Hours per week</u>	<u>Vacation Hours Earned per month</u>
Continuous Service	40	Hours per Month
Probation	.0463	-0-
6 months through 5 Years.	.0463	8 hours
6 through 10 Years	.0578	10 hours
11 Through 20	.0692	12 hours
20 Years +	.0692	12 hours

### 11.25 SCHEDULING

Each Department Head shall cause to have prepared a department leave schedule for eligible employees of the department. Conflicts in desired dates among the employees shall be decided by the Department Head with due regard to the needs of the City. The Department Head may require any employee to postpone scheduled vacation leave if the work requires it.

*Also see Section 5.40*

### 11.30 MAXIMUM ACCUMULATION

Maximum annual leave accumulation shall not exceed 240 hours at the end of each Calendar year. It is the City's intent for all employees to have time off for rest and relaxation.

### 11.35 PAYMENT FOR UNUSED ANNUAL LEAVE

In the following situations, payment shall be made for all unused annual leave.

- Resignation in good standing from the budgeted positions of the City. This requires a voluntary resignation with a minimum two week written notice of intent to separate.
- Termination.
- Layoff--See Section 22.15 for definition.
- Retirement from City service.

**12.50 ADVANCES**

No employee shall be paid for sick leave time not yet earned. In the event of a prolonged illness or injury, an employee may use annual leave if available; if these options are not available/approved, LWOP must be taken.

**12.55 EXCLUSION FOR OUTSIDE EMPLOYMENT**

Illness or injury as a result of outside employment or profit making activity are excluded and absence as a result of such activities shall be unpaid personal leave, not paid sick leave.

**12.60 PAYMENT OF UNUSED SICK LEAVE**

Unused sick leave will be paid out upon a ~~positive~~ separation of service from the city. Accumulated sick leave shall be reimbursed according to the below table.

1 - 5 Years Service	--	20 percent of accrued leave
6 - 10 Years Service	--	22 percent of accrued leave
11 - 25 Years Service	--	25 percent of accrued leave
26 Years Service	--	30 percent of accrued leave

*Also see Chapter 22 Separations from Service*

**12.65 WORKERS' COMPENSATION LEAVE**

Worker's Compensation leave is a type of leave from employment which results from an employee's incapacity to work and which has been determined to have resulted from an injury or occupational disease such that the employee is entitled to benefits required by the City's Worker's Compensation coverage.

Employees determined to be covered under Worker's Compensation will not have their accrued sick (or any other time of) leave balance reduced for the time they are unable to work, nor will they accrue any additional time for that period. If an employee misses work time due to an on-the-job illness or injury, the City will place the employee on Family Medical Leave provided they meet those requirements. All FMLA rules will apply to this combination workers compensation/FMLA leave as followed by law.

**12.66 SAFETY DAY LEAVE**

Encouraging safety at work will directly benefit the City and its bottom line. More safety awareness leads to better practices, which will ultimately reduce lost time for employees, worker's compensation claims and cost of insurance premiums. To draw attention to workplace safety, the City would like to recognize previous accomplishments regarding safety

Employees that have no safety violations or accidents of any kind during the fiscal year will incur four (4) hours extra towards their annual vacation leave by the City. This paid leave will accrue at the beginning of each fiscal year for the previous year.

## CHAPTER 21 - APPEALS

### 21.10 APPEAL

Only employees who have satisfactorily completed their probationary period may appeal a disciplinary action through the appeal procedures.

### 21.15 APPEAL PROCEDURES

#### Policy

It is the policy of the City to provide a due process method for employees to appeal disciplinary action, demotion, suspension, or discharge. It is also the policy of the City that no employee shall be disciplined, demoted, suspended, or dismissed without just cause. However, this procedure does not apply to probationary employees.

#### General

- **Working Days.** When the term "working day" is used in this procedure, it shall refer to the days when work is actually assigned. Regular days off and days designated as holidays are excluded.
- **Time Limitations.** Time is of the essence in the application of this procedure. The failure of an employee to pursue an appeal within the time prescribed shall invalidate the appeal.
- **Evidence and Witnesses.** If written documents or materials are relied upon by any party, copies of such material shall be furnished at once to the other party. If witnesses are to be used, a list of such witnesses shall be furnished to the other party as soon as they are selected, and at least 24 hours before witnesses are presented.

#### Procedure

An employee may appeal proposed or actual discipline, demotion, suspension or discharge if the employee can demonstrate that the City's proposed or actual disciplinary action, demotion, suspension or discharge will be and/or was made for reasons other than good cause. Appeals shall be presented and processed in the following manner:

#### Step 1

The employee shall submit an appeal in writing to the employee's Department Head within five (5) working days after the employee has received written notice from the City advising of proposed or actual disciplinary action, demotion, suspension or discharge.

The Department Head shall investigate the matter fully and within five (5) working days after the receipt of the written appeal meet with the employee and witnesses, if any. The employee may be accompanied by an attorney or legally qualified representative if the employee so desires. The Department Head shall allow the employee to present any evidence and witnesses that the employee wishes to present. The Department Head may also present evidence and witnesses.

All evidence presented and all documents involved shall be furnished to all parties, and all witnesses may be questioned as to all relevant matters by the Department Head, the employee or representative. The meeting shall be conducted by the Department Head in an informal manner with the intent of an impartial, objective proceeding to determine the facts and assure a fair decision.

The Department Head shall render a decision in writing and furnish a copy to all parties within ten (10) working days after the completion of the meeting. If the employee is not satisfied with the decision of the Department Head in Step 1, the employee may proceed to Step 2.

### **Step 2**

If an employee is not satisfied with the decision of the Department Head in Step 1, an employee may within five (5) working days of the date of the Department Head's decision submit a written appeal to the ~~Human Resource Manager~~ City Administrator. The ~~Human Resource Manager~~ City Administrator shall investigate the matter fully and within five (5) working days after the receipt of the written appeal meet with the employee and witnesses, if any. The employee may be accompanied by an attorney or legally qualified representative if the employee so desires. The ~~Human Resource Manager~~ City Administrator shall allow the employee to present any evidence and witnesses that the employee wishes to present. The Department Head involved shall also be present at this meeting and may present evidence and witnesses.

All evidence presented and all documents involved shall be furnished to all parties, and all witnesses may be questioned as to all relevant matters by the ~~Human Resource Manager~~ City Administrator, the employee or representative, or the Department Head involved. The meeting shall be conducted ~~by the Human Resource Manager~~ in an informal manner with the intent of an impartial, objective proceeding to determine the facts and assure a fair decision.

The Human Resource Manager shall render a decision in writing and furnish a copy to all parties within ten (10) working days after the completion of the meeting. The decision of the ~~Human Resource Manager~~ City Administrator, shall be final unless the appeal involves a discharge. If the employee is not satisfied with the decision ~~of the Human Resource Manager~~ in Step 2 and the appeal involves a discharge, the employee may proceed to Step 3.

### **Step 3**

If an appeal involves a discharge and an employee is dissatisfied with the decision of the ~~Human Resource Manager~~ City Administrator, in Step 2, an employee may within five (5) working days of the date of the ~~Human Resources Manager's~~ City Administrator's decision submit a written appeal to the ~~City Administrator~~ City Council. The City Council may elect to review or not review the discharge appeal. If the City Council elects not to hear the appeal, the decision of the City Administrator shall be final. If the City Council elects to review and hear the discharge appeal at Step 3, the City Council shall review at a minimum the decisions and evidence within the Step 1 and Step 2 record. City Council may determine if the review shall be restricted to the record only, or may permit elect to review new evidence or witnesses at Step 3.

However, each party may appear, in person or by legally qualified representative, before the ~~City Administrator~~ City Council and speak in support of the position taken. Equal time for presentation before the ~~City Administrator~~ City Council shall be allowed to each party. However, this time shall be set by the ~~City Administrator~~ City Council and shall not exceed thirty (30) minutes per party.

The ~~City Administrator~~ City Council may affirm, modify, or reverse the decision of the Department Head and/or ~~Human Resource Manager or the~~ City Administrator and may remand the matter to the ~~Human Resource Manager~~ City Administrator and/or Department Head for the taking of additional evidence.

Within fifteen (15) working days of the final consideration of the matter the ~~City Administrator~~ City Council shall render a decision in writing which shall be final and binding upon all parties. Copies of the decision shall be furnished immediately to all parties.

#### **21.20 APPEALS FOR POLICE OFFICERS, SWORN PERSONNEL**

A separate procedure has been established under Florida Statutes and will govern disciplinary action concerning Police Officers, excluding the City Marshal.

## CHAPTER 22 - SEPARATIONS FROM SERVICE

Separations from City service are categorized as:

### 22.10 RESIGNATION

Resignation as a means of separation of service can be further divided into “good standing” or “forced”.

To resign in “good standing” is defined as an employee who provides a written resignation of at least two weeks’ notice. Employees separating in good standing are eligible for payment of all leave balances as defined herein, for any other benefits to which they may be entitled (e.g. retirement) and for re-employment in the future. In cases of “forced resignation” in lieu of termination or legal prosecution, those employees are not eligible for re-employment in the future.

~~Forced resignation in lieu of termination or legal prosecution, waives the employee’s right to payment for any and all leave balances, benefits and future re-employment. Resignation without a written, minimum two-week notice also waives the employee’s right to payment for any and all leave balances, benefits and future re-employment.~~

### 22.15 LAYOFFS

- It is the intent of the City Council to provide stable employment to employees of the City. However, there may be occasions which necessitate a reduction in the City work force.
- A reduction of work force may be instituted in cases of bona fide budget reduction, lack of work, lack of funds, program or grant discontinuation, technological replacement, or any other significant organizational change or condition of serious financial distress that may occur. When such conditions exist, the department director may, after coordination with the Human Resource Manager and approval by the City Administrator, proceed to lay off an employee or employees. To the extent a reduction in force is necessitated by the City Administrator’s proposed budget, layoff decisions shall be consistent with the programs, services, or operations to be reduced or eliminated by such budget.
- A reduction in work force may be made by work site assignment and/or specific function performed and/or unique skills or qualifications held and/or by general job classification and/or by pay grade within the affected department, or division or operation thereof. Layoffs which are targeted solely at reduction of salary costs must fairly target the foregoing employee classifications in a roughly uniform way so as not to cause the layoff of a more senior worker where a more junior employee performing the exact same duties and working at the same location is earning more.
- The duties previously performed by a laid-off employee may be reassigned to other employees already working in positions in appropriate job classifications.
- The Human Resource Manager shall review any reduction in force proposals prior to their implementation so as to review such proposals to minimize negative impacts on prior equal employment gains in impacted work units. Additionally, the City

physician at the City's expense. Disability separation is classified as a resignation in good standing.

## 22.25 TERMINATION

An employee may be discharged, when, in the judgment of the Department Head, the employee's performance or conduct has given good cause. Discharge results in loss of eligibility for re-employment ~~and loss of pay for accumulated leave time and other benefits~~. A written notification containing a statement of the substantial reasons for discharge is to be provided to the employee and a copy placed in the employee's personnel file.

Only employees who have satisfactorily completed their probationary period may appeal the discharge through the Appeal Procedures. Reasons for discharge include, but are not limited to:

- Being convicted of a felony or misdemeanor involving moral turpitude.
- Being absent three or more consecutive days without leave or notification to Department Head.
- Excessive unplanned tardiness or absences.
- Incompetence, inefficiency, negligence, or failure to follow orders.
- Abuse, misuse, or theft of public property, equipment, facilities or supplies.
- Willfully making false statements to Department Heads, officials, Boards or to the public, or falsification of records.
- Violation of department rules, personnel or police regulations, safety rules or City Ordinances.
- Possession, use or reporting to work under the influence of alcoholic beverages or drugs in violation of the Drug-Free Workplace policy during working hours or on City property or in a City vehicle.
- Material misstatements or omissions on job application or violation of Personnel Policies.
- Acceptance of gratuity in violation of City policy and of Florida Statutes of Conduct and Ethics.
- Refusal to be examined by a physician approved by the City.
- Prohibited political activity.
- Violation of State and/or Federal Statutes and regulations pertaining to public employees.
- Failure to work overtime when necessary.
- Conduct which is disruptive, insubordinate, antagonistic, offensive or injurious to the City whether in relation to co-workers, other employees, superiors, elected officials or general workers.
- Lack of integrity, abuse of public trust, misuse of information or misfeasance.
- Failure to promptly report injuries or accidents through proper channels to Department Heads.
- Gambling while on duty or while on City property any time.
- Any employee actions as may be included as defined under Florida Statutes 447.203.
- Loss of Job Requirements (licensing, certification, bond or other type requirement)

# AGENDA No. 11



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: March 18, 2014

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DEPARTMENT: Finance  
SUBJECT: Monthly Financial Update

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RECOMMENDED MOTION:

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SUMMARY:

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

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

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

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

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

City Administrator: Tom Slaughter \_\_\_\_\_ Date: \_\_\_\_\_

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

**CITY OF ARCADIA  
SUMMARY OF ALL FUNDS  
AS OF MARCH 10, 2014**

**REVENUES:**

<b>FUND:</b>	<b>BUDGETED REVENUE</b>	<b>ACTUAL REVENUE</b>	<b>% REC'D</b>
<b>GENERAL FUND:</b>	4,779,659	2,231,061	46.7%
<b>SM. CTY SURTAX/ CAP IMP.:</b>	456,529	119,879	26.3%
<b>CDBG GRANT FUND:</b>	700,000		
<b><u>ENTERPRISE FUNDS:</u></b>			
<b>WATER/SEWER FUND:</b>	3,763,700	1,805,171	48.0%
<b>SOLID WASTE FUND:</b>	745,800	357,592	47.9%
<b>AIRPORT FUND:</b>	563,578	19,775	3.5%
<b>TOTAL ALL FUNDS:</b>	<b>11,009,266</b>	<b>4,533,478</b>	<b>41.2%</b>

**EXPENSES**

<b>FUND:</b>	<b>BUDGETED EXPENSES</b>	<b>ACTUAL EXPENSES</b>	<b>% USED</b>
<b>GENERAL FUND:</b>	4,779,659	1,695,684	35.5%
<b>SM. CTY SURTAX/ CAP IMP.:</b>	456,529	72,632	15.9%
<b>CDBG GRANT FUND:</b>	700,000		
<b><u>ENTERPRISE FUNDS:</u></b>			
<b>WATER/SEWER FUND:</b>	3,763,700	1,101,978	29.3%
<b>SOLID WASTE FUND:</b>	745,800	251,556	33.7%
<b>AIRPORT FUND:</b>	563,578	13,351	2.4%
<b>TOTAL ALL FUNDS:</b>	<b>11,009,266</b>	<b>3,135,201</b>	<b>28.5%</b>

**CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF MARCH 10, 2014**

<b>GENERAL FUND REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>AD VALORUM TAXES</b>				
Ad Valorem Taxes - Current	1,435,937.00	1,062,456.89	373,480.11	74.0%
Ad Valorem Taxes - Delinquent	-	-	-	0.0%
Interest on AD Valorem Tax	-	66.50	(66.50)	0.0%
Tax Certificate Sales	-	-	-	0.0%
<b>Total AD Valorem Taxes</b>	<b>1,435,937.00</b>	<b>1,062,523.39</b>	<b>373,413.61</b>	<b>74.0%</b>
<b>SALES &amp; USE TAX</b>				
State Shared Sales Tax	-	-	-	0.0%
State Local Option Fuel Tax New	86,594.00	68,321.89	18,272.11	78.9%
State Local 9th Cent Gas Tax	252,777.00	-	252,777.00	0.0%
State Shared Business Tax	-	-	-	0.0%
Gas Tax 5 & 6 Cents	167,942.00	35,966.55	131,975.45	21.4%
<b>Total Sales &amp; Use Tax</b>	<b>507,313.00</b>	<b>104,288.44</b>	<b>403,024.56</b>	<b>20.6%</b>
<b>FRANCHISE FEES</b>				
Electricity Franchise	400,000.00	156,124.87	243,875.13	39.0%
Gas Franchise	-	-	-	-
<b>Total Franchise Fees</b>	<b>400,000.00</b>	<b>156,124.87</b>	<b>243,875.13</b>	<b>39.0%</b>
<b>UTILITY SERVICE TAX (PST)</b>				
Electricity Utility Tax	300,000.00	117,540.73	182,459.27	39.2%
Water Utility Tax	107,000.00	59,005.21	47,994.79	55.1%
Gas Utility Tax	20,000.00	6,047.85	13,952.15	30.2%
Communications Service Tax	262,413.00	100,656.59	161,756.41	38.4%
<b>Total Utility Service Tax</b>	<b>689,413.00</b>	<b>283,250.38</b>	<b>406,162.62</b>	<b>41.1%</b>
<b>OTHER GENERAL TAXES</b>				
Local Business Tax Receipts	30,000.00	34,168.44	(4,168.44)	113.9%
Residential Rental Permits	-	-	-	0.0%
Police And Fire Ins.	-	-	-	0.0%
<b>Total Other General Taxes</b>	<b>30,000.00</b>	<b>34,168.44</b>	<b>(4,168.44)</b>	<b>113.9%</b>
<b>OTHER REVENUES</b>				
Cemetary Lots	11,000.00	4,575.00	6,425.00	41.6%
<b>Total Other Revenues</b>	<b>11,000.00</b>	<b>4,575.00</b>	<b>6,425.00</b>	<b>41.6%</b>
<b>BUILDING PERMITS</b>				
Building Permits	4,000.00	4,540.00	(540.00)	113.5%
Electrical Permits	-	-	-	0.0%
Plumbing Permits	-	-	-	0.0%
<b>Total Building Permits</b>	<b>4,000.00</b>	<b>4,540.00</b>	<b>(540.00)</b>	<b>113.5%</b>

**CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF MARCH 10, 2014**

<b>GENERAL FUND REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>OTHER LICENSES &amp; PERMITS</b>				
Zoning Fees	2,750.00	-	2,750.00	0.0%
Maps	-	-	-	0.0%
Other Licenses & Permits	4,000.00	867.00	3,133.00	21.7%
Garage Permits	-	-	-	0.0%
Right of Way Permit Fees	-	-	-	0.0%
<b>Total Other Licenses &amp; Permits</b>	<b>6,750.00</b>	<b>867.00</b>	<b>5,883.00</b>	<b>12.8%</b>
<b>FEDERAL GRANTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204.00	12,951.40	16,252.60	44.3%
Rural Investigation Grant	-	-	-	0.0%
Dept. of Justice Taser Grant	-	-	-	0.0%
JAGC-2014 ES-158	12,000.00	12,964.00	(964.00)	108.0%
<b>Total Federal Grants</b>	<b>41,204.00</b>	<b>25,915.40</b>	<b>15,288.60</b>	<b>62.9%</b>
<b>STATE GRANTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Dept. of Transportation US 17 Widening	-	-	-	0.0%
Dept. of Economic OPP Planning Grant	25,000.00	-	25,000.00	0.0%
Hurricane Grant	-	-	-	0.0%
<b>Total State Grants</b>	<b>25,000.00</b>	<b>-</b>	<b>25,000.00</b>	<b>0.0%</b>
<b>STATE SHARED REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
State Half Cents Sales Tax	235,840.00	81,882.92	153,957.08	34.7%
State Shared Motor Fuel	185,488.00	27,207.65	158,280.35	14.7%
State Shared Sales Tax	67,290.00	74,999.99	(7,709.99)	111.5%
Mobile Home License	2,200.00	1,764.25	435.75	80.2%
Alcoholic Beverage Licenses	3,300.00	55.94	3,244.06	1.7%
State Shared Business Tax	-	-	-	0.0%
State of FL Lighting Maintenance Agreement	41,944.00	-	41,944.00	0.0%
State of FL Traffic Light Maintenance Agreement	21,010.00	-	21,010.00	0.0%
State of FL Pension Contribution	-	-	-	0.0%
<b>Total State Shared Revenues</b>	<b>557,072.00</b>	<b>185,910.75</b>	<b>371,161.25</b>	<b>33.4%</b>
<b>SHARED REVENUES FROM LOCAL UNITS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
School Guard Crossing - School Board	18,000.00	6,989.11	11,010.89	38.8%
DeSoto County Business Tax	-	1,723.40	(1,723.40)	100.0%
<b>Total Shared Revenue from Local Units</b>	<b>18,000.00</b>	<b>8,712.51</b>	<b>9,287.49</b>	<b>48.4%</b>

**CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF MARCH 10, 2014**

<b>GENERAL FUND REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>PUBLIC SERVICE REVENUE</b>				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	245,000.00	-	245,000.00	0.00%
Fire Inspection Fee (OL)	-	-	-	0.00%
Accident Reports	450.00	113.00	337.00	25.11%
Code Enforcement Fees	1,000.00	-	1,000.00	0.00%
<b>Total Public Safety Revenue</b>	<b>246,450.00</b>	<b>113.00</b>	<b>246,337.00</b>	<b>0.05%</b>
<b>CULTURE/RECREATION</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>GOLF COURSE &amp; PRO SHOP</b>				
Golf Course Green Fees	149,750.00	36,475.45	113,274.55	24.4%
Cart Rentals	100,500.00	70,981.63	29,518.37	70.6%
Golf Course Membership Fees	107,600.00	93,566.33	14,033.67	87.0%
Pro Shop Food and Beverage	68,000.00	13,491.06	54,508.94	19.8%
Other Pro Shop	58,800.00	27,911.98	30,888.02	47.5%
<b>Total Golf Course &amp; Pro Shop</b>	<b>484,650.00</b>	<b>242,426.45</b>	<b>242,223.55</b>	<b>50.0%</b>
<b>Other Culture / Recreation</b>				
Rent Fees for Speer Center	1,170.00	630.00	540.00	53.8%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
<b>Total Other Culture / Recreation</b>	<b>1,170.00</b>	<b>630.00</b>	<b>540.00</b>	<b>53.8%</b>
<b>Total Culture / Recreation</b>	<b>485,820.00</b>	<b>243,056.45</b>	<b>242,763.55</b>	<b>50.0%</b>
<b>FINES &amp; FORFEITURES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Court Fines	18,000.00	7,211.14	10,788.86	40.1%
Police Education	-	-	-	0.0%
Misc Charges for Services	1,000.00	632.97	367.03	63.3%
Taxi Application Fees	2,100.00	3,633.50	(1,533.50)	173.0%
Parking Violations	150.00	120.00	30.00	80.0%
Towing Fees	-	-	-	0.0%
Confiscated and Restitution	-	-	-	0.0%
<b>Total Fines and Forfeitures</b>	<b>21,250.00</b>	<b>11,597.61</b>	<b>9,652.39</b>	<b>54.6%</b>
<b>INTEREST EARNINGS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Law Enforcement Trust Income	-	-	-	0.0%
Other Interest	-	-	-	0.0%
Unrealized Gain	-	-	-	0.0%
Bond Interest	-	-	-	0.0%
<b>Total Interest Earnings</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF MARCH 10, 2014**

<b>GENERAL FUND REVENUES</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
<b>RENTS &amp; ROYALTIES</b>				
Mobile Home Park Rent	230,000.00	103,753.10	126,246.90	45.1%
Mobile Home Park Laundry	850.00	434.00	416.00	51.1%
<b>Total Rents &amp; Royalties</b>	<b>230,850.00</b>	<b>104,187.10</b>	<b>126,662.90</b>	<b>45.1%</b>
<b>SALES/COMP FOR LOSS OF FIXED ASSET</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Sale of Fixed Asset	-	-	-	-
<b>SALE OF SURPLUS MATERIALS/SCRAP</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Sale of Surplus Materials	5,000.00	1,230.80	3,769.20	24.6%
<b>Total Sale of Surplus Materials</b>	<b>5,000.00</b>	<b>1,230.80</b>	<b>3,769.20</b>	<b>24.6%</b>
<b>CONTRIBUTE / DONATE FROM PRIVATE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>OTHER MISC REVENUE</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Copies - City Hall	100.00	-	100.00	0.0%
Copies - Police Station	-	-	-	0.0%
Miscellaneous	500.00	-	500.00	0.0%
Miscellaneous Refunds	11,000.00	-	11,000.00	0.0%
Housing Authority Prior Payment	-	-	-	0.0%
<b>Total Other Misc Revenue</b>	<b>11,600.00</b>	<b>-</b>	<b>11,600.00</b>	<b>0.0%</b>
<b>CONTRIBUTION FROM OTHER FUNDS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Transfer from Water (Loan)	53,000.00	-	53,000.00	0.0%
<b>Total Contribution from Other Funds</b>	<b>53,000.00</b>	<b>-</b>	<b>53,000.00</b>	<b>0.0%</b>
<b>TOTAL GENERAL FUND REVENUES</b>	<b>4,779,659.00</b>	<b>2,231,061.14</b>	<b>2,548,597.86</b>	<b>46.7%</b>

**CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF MARCH 10, 2014**

<b>LEGISLATIVE/COUNCIL EXPENSES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	22,977.00	11,492.48	11,484.52	50.0%
Operating Expenses	51,611.00	8,540.83	43,070.17	16.5%
<b>TOTAL LEGISLATIVE/COUNCIL EXPENDITURES</b>	<b>74,588.00</b>	<b>20,033.31</b>	<b>54,554.69</b>	<b>26.9%</b>

<b>RETIREE &amp; COUNCIL RETIREES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	28,499.00	35,303.93	(6,804.93)	123.9%
(Overage due to Health Insurance)				

<b>EXECUTIVES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	203,736.00	70,893.54	132,842.46	34.8%
Operating Expenses	17,550.00	11,918.06	5,631.94	67.9%
<b>TOTAL LEGISLATIVE/COUNCIL EXPENDITURES</b>	<b>221,286.00</b>	<b>82,811.60</b>	<b>138,474.40</b>	<b>37.4%</b>

<b>FINANCIAL &amp; ADMINISTRATIVE</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	115,690.00	49,114.79	66,575.21	42.5%
Operating Expenses	36,713.00	7,031.80	29,681.20	19.2%
<b>TOTAL LEGISLATIVE/COUNCIL EXPENDITURES</b>	<b>152,403.00</b>	<b>56,146.59</b>	<b>96,256.41</b>	<b>36.8%</b>

<b>LEGAL COUNCIL</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Professional Services	70,000.00	21,554.66	48,445.34	30.8%
Other Legal Services	60,000.00	7,407.12	52,592.88	12.3%
<b>TOTAL LEGISLATIVE/COUNCIL EXPENDITURES</b>	<b>130,000.00</b>	<b>28,961.78</b>	<b>101,038.22</b>	<b>22.3%</b>

<b>COMPREHENSIVE (COMMUNITY DEVELOPMENT)</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	55,511.00	27,520.20	27,990.80	49.6%
Operating Expenses	9,750.00	229.38	9,520.62	2.4%
<b>TOTAL LEGISLATIVE/COUNCIL EXPENDITURES</b>	<b>65,261.00</b>	<b>27,749.58</b>	<b>37,511.42</b>	<b>42.5%</b>

**CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF MARCH 10, 2014**

<b>OTHER GOVERNMENT SERVICES</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	18,000.00	-	18,000.00	0.0%
Operating Expenses	94,340.00	64,547.64	29,792.36	68.4%
Contingency	674,903.00	-	674,903.00	0.0%
<b>TOTAL OTHER GOVERNMENTAL SERVICES</b>	<b>787,243.00</b>	<b>64,547.64</b>	<b>722,695.36</b>	<b>8.2%</b>

<b>LAW ENFORCEMENT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	1,172,668.00	477,423.31	695,244.69	40.7%
Operating Expenses	197,819.00	70,961.16	126,857.84	35.9%
<b>TOTAL LAW ENFORCEMENT</b>	<b>1,370,487.00</b>	<b>548,384.47</b>	<b>822,102.53</b>	<b>40.0%</b>

<b>VICTIMS OF CRIMES GRANT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	40,104.00	16,711.17	23,392.83	41.7%
<b>TOTAL VICTIMS OF CRIMES GRANT</b>	<b>40,104.00</b>	<b>16,711.17</b>	<b>23,392.83</b>	<b>41.7%</b>

<b>POLICE EQUIPMENT GRANT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
JAGC-2014 ES-158	12,000.00	12,964.00	(964.00)	108.0%
<b>TOTAL POLICE EQUIPMENT GRANT</b>	<b>12,000.00</b>	<b>12,964.00</b>	<b>(964.00)</b>	<b>108.0%</b>

<b>SCHOOL CROSSING GUARD</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	18,988.00	7,686.24	11,301.76	40.5%
Operating Expenses	-	191.18	(191.18)	100.0%
<b>TOTAL SCHOOL CROSSING GUARD</b>	<b>18,988.00</b>	<b>7,877.42</b>	<b>11,110.58</b>	<b>41.5%</b>

<b>CODE ENFORCEMENT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	32,343.00	13,517.45	18,825.55	41.8%
Operating Expenses	33,811.00	3,070.85	30,740.15	9.1%
<b>TOTAL CODE ENFORCEMENT</b>	<b>66,154.00</b>	<b>16,588.30</b>	<b>49,565.70</b>	<b>25.1%</b>
<b>TOTAL LAW ENFORCEMENT</b>	<b>1,507,733.00</b>	<b>602,525.36</b>	<b>905,207.64</b>	<b>40.0%</b>

**CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF MARCH 10, 2014**

<b>FIRE CONTROL</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Operating Expenses	356,076.00	214,846.74	141,229.26	60.3%
<b>TOTAL FIRE CONTROL</b>	<b>356,076.00</b>	<b>214,846.74</b>	<b>141,229.26</b>	<b>60.3%</b>

<b>CEMETERY</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	43,319.00	22,963.63	20,355.37	53.0%
Operating Expenses	7,345.00	1,586.72	5,758.28	21.6%
<b>TOTAL CEMETERY</b>	<b>50,664.00</b>	<b>24,550.35</b>	<b>26,113.65</b>	<b>48.5%</b>

<b>STREET DEPARTMENT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	178,658.00	37,800.67	140,857.33	21.2%
Operating Expenses	149,375.00	51,130.31	98,244.69	34.2%
Capital Outlay	30,000.00	-	30,000.00	0.0%
<b>TOTAL STREET DEPARTMENT</b>	<b>358,033.00</b>	<b>88,930.98</b>	<b>269,102.02</b>	<b>24.8%</b>

<b>OTHER TRANSPORTATION</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Operating Expenses	57,253.00	12,828.29	44,424.71	22.4%
<b>TOTAL OTHER TRANSPORTATION</b>	<b>57,253.00</b>	<b>12,828.29</b>	<b>44,424.71</b>	<b>22.4%</b>

<b>VEHICLE AND FACILITY MAINTENANCE</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	101,500.00	35,750.62	65,749.38	35.2%
Operating Expenses	15,400.00	7,961.48	7,438.52	51.7%
Capital Outlay	3,500.00	3,409.00	91.00	97.4%
<b>TOTAL VEHICLE AND FACILITY MAINTENANCE</b>	<b>120,400.00</b>	<b>47,121.10</b>	<b>73,278.90</b>	<b>39.1%</b>

<b>GOLF COURSE</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	183,224.00	76,760.46	106,463.54	41.9%
Operating Expenses	60,771.00	30,797.54	29,973.46	50.7%
<b>TOTAL GOLF COURSE</b>	<b>243,995.00</b>	<b>107,558.00</b>	<b>136,437.00</b>	<b>44.1%</b>

CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF MARCH 10, 2014

<b>PRO-SHOP</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	91,016.00	20,614.84	70,401.16	22.6%
Operating Expenses	131,164.00	70,381.66	60,782.34	53.7%
<b>TOTAL PRO-SHOP</b>	<b>222,180.00</b>	<b>90,996.50</b>	<b>131,183.50</b>	<b>41.0%</b>

<b>PARKS DEPARTMENT</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	190,793.00	77,768.63	113,024.37	40.8%
Operating Expenses	44,725.00	26,546.65	18,178.35	59.4%
<b>TOTAL PARKS DEPARTMENT</b>	<b>235,518.00</b>	<b>104,315.28</b>	<b>131,202.72</b>	<b>44.3%</b>

<b>MOBILE HOME PARK</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	42,697.00	19,749.09	22,947.91	46.3%
Operating Expenses	82,450.00	39,747.02	42,702.98	48.2%
Capital Outlay	10,000.00	15,586.66	(5,586.66)	155.9%
<b>TOTAL MOBILE HOME PARK</b>	<b>135,147.00</b>	<b>75,082.77</b>	<b>60,064.23</b>	<b>55.6%</b>

<b>WAY BUILDING</b>				
<b>ACCOUNTS</b>	<b>BUDGETED</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Operating Expenses	33,380.00	11,374.06	22,005.94	34.1%
<b>TOTAL WAY BUILDING</b>	<b>33,380.00</b>	<b>11,374.06</b>	<b>22,005.94</b>	<b>34.1%</b>

<b>TOTAL GENERAL FUND EXPENSES</b>	<b>4,779,659.00</b>	<b>1,695,683.86</b>	<b>3,083,975.14</b>	<b>35.5%</b>
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**CITY OF ARCADIA  
SM. CTY SURTAX/CAPITAL IMPROVEMENT  
BUDGETED REVENUES  
AS OF MARCH 10, 2014**

	<b>Budgeted</b>	<b>Actual</b>	<b>Remaining</b>	<b>% Used</b>
Small Cty. Surtax	456,529	119,878.91	336,650	26.3%
Interest SBA	-	-		
Other Interest Earnings	-	-		
Interest on Investment Acct	-	-		
Unrealized Gain	-	-		
Other Miscellaneous	-	-		
Fund Balance Reserves	-	-		
<b>Total Surtax/Capital</b>	<b>456,529</b>	<b>119,878.91</b>	<b>576,408</b>	<b>26.3%</b>

**CITY OF ARCADIA  
SM. CTY SURTAX/CAPITAL IMPROVEMENT  
EXPENSES  
AS OF MARCH 10, 2014**

	Budgeted	Actual	Remaining	% Used	
<b>Way Building</b>					
Council Chambers		-			
Improvements		-			
<b>Total Way Building</b>		-			
<b>Streets</b>					
Street, Sidewalks & Curbs	400,000	62,711	337,289	15.7%	
Stormwater Projects	-	-	-	-	
Machinery & Equipment	-	-	-	-	
Principal Bond Payments	-	-	-	-	
ADM Fees - Bond 2003	-	-	-	-	
Interest Bond Payments	-	-	-	-	
Bond Administration Expense	-	-	-	-	
Improvements	-	-	-	-	
<b>Total Streets</b>	<b>400,000</b>	<b>62,711</b>	<b>337,289</b>	<b>15.7%</b>	
<b>Debt Service</b>					
Principal	-	-	-	-	
Interest	-	-	-	-	
<b>Total Debt Service</b>	-	-	-	-	
<b>Police</b>					
Improvements	-	-	-	-	-
Machinery & Equipment	-	-	-	-	-
<b>Total Police</b>	-	-	-	-	-
<b>Parks and Recreation</b>					
Improvements Golf Course	40,000	9,922	30,078	24.8%	
Land	-	-	-	-	
Machinery & Equipment	-	-	-	-	
<b>Total Parks</b>	<b>40,000</b>	<b>9,922</b>	<b>49,922</b>	<b>24.8%</b>	
<b>Contingency</b>	<b>16,529</b>				
<b>Total Transfers</b>		-			
<b>Total Capital Improvement/ Surtax</b>	<b>456,529</b>	<b>72,632</b>	<b>383,897</b>	<b>15.9%</b>	



**CITY OF ARCADIA  
SOLID WASTE ENTERPRISE FUND  
REVENUES / EXPENSES  
MARCH 10, 2014**

**SOLID WASTE ENTERPRISE FUND REVENUES:**

<b>REVENUE SOURCE</b>	<b>BUDGETED</b>	<b>YTD ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Garbage Revenue	736,800	183,822	552,978	24.9%
Extra Trash Pick-Up	9,000	12,114	(3,114)	134.6%
Other Income	-	-	-	0.0%
Dumpsters	-	161,656	(161,656)	100.0%
Miscellaneous	-	-	-	0.0%
<b>TOTAL SOLID WASTE REVENUES</b>	<b>745,800</b>	<b>357,592</b>	<b>388,208</b>	<b>47.9%</b>

**SOLID WASTE ENTERPRISE FUND EXPENSES:**

<b>EXPENSES</b>	<b>BUDGETED</b>	<b>YTD ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
PERSONNEL EXPENSES	275,657	131,713	143,944	47.8%
OPERATING EXPENSES	87,143	40,239	46,904	46.2%
LANDFILL CHARGES	273,000	79,603	193,397	29.2%
CAPITAL OUTLAY	110,000	-	110,000	0.0%
<b>TOTAL SOLID WASTE EXPENSES</b>	<b>745,800</b>	<b>251,556</b>	<b>494,244</b>	<b>33.7%</b>

**CITY OF ARCADIA  
AIRPORT ENTERPRISE FUND  
REVENUES / EXPENSES  
MARCH 10, 2014**

**AIRPORT ENTERPRISE FUND REVENUES:**

<b>REVENUE SOURCE</b>	<b>BUDGETED</b>	<b>YTD ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Federal Grants	140,000		140,000	0.0%
* State Grants - D.O.T. - Lighting	180,000	80,254	99,746	44.6%
State Grants - D.O.T. - Pavement	185,000	16,095	168,906	8.7%
Rent	57,000	19,725	37,275	34.6%
Insurance Reimbursements	1,578	-	1,578	0.0%
<b>TOTAL AIRPORT REVENUES</b>	<b>563,578</b>	<b>116,074</b>	<b>447,504</b>	<b>20.6%</b>

**AIRPORT ENTERPRISE FUND EXPENSES:**

<b>EXPENSES</b>	<b>BUDGETED</b>	<b>YTD ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
CAPITAL OUTLAY	505,000	-	505,000	0.0%
OPERATING EXPENSES	58,578	13,351	45,227	22.8%
<b>TOTAL AIRPORT EXPENSES</b>	<b>563,578</b>	<b>13,351</b>	<b>550,227</b>	<b>2.4%</b>

\* Supplemental Agreement dated February 28, 2013 - Amount for Lighting Grant increased from \$180,000 to \$242,962.