



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

TUESDAY, MAY 20, 2014
6:00 PM

CALL TO ORDER, INVOCATION, PLEDGE AND ROLL CALL

PRESENTATION

1. Sergeant David Cross Retirement of the Arcadia Police Department – 20 years
2. Housing Authority Vegetable/Fruit Give-Away on 2nd and 4th Fridays (Carl McQuay – Code Enforcement Officer)

CONSENT AGENDA

3. City Council Minutes for May 6, 2014 (Penny Delaney – City Clerk)

ACTION ITEMS

4. Traffic Signal Agreement (Steve Underwood – Public Works)
5. Storage of Hay at Old Livestock Market (Carl McQuay – Code Enforcement Officer)
6. Monthly Financial Update (Beth Carsten – Finance Director)
7. City Administrator Contract (Mayor Frierson, Interim City Administrator Tom Slaughter and City Attorney T.J. Wohl)

COMMENTS FROM DEPARTMENTS

8. City Marshall
9. Attorney
10. City Administrator

PUBLIC (Please limit presentation to five minutes)

MAYOR AND COUNCIL REPORTS

ADJOURN

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

PLEASE TURN OFF OR SILENCE ALL CELL PHONES

PRESENTATION No. 1

Presented to
David Cross

In appreciation for
20 years
of outstanding service to the
Arcadia Police Department.



May 27, 1994 ~ June 1, 2014

PRESENTATION No. 2



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: May 20, 2014

DEPARTMENT: Planning and Zoning
SUBJECT: Sprout Mobile Farm Market

RECOMMENDED MOTION: Announcement of Sprout Mobile Farm Market

SUMMARY: The Arcadia Housing Authority will be hosting the Sprout Mobile Farm Market on the 2nd and 4th Friday of each month. This program provides free fruits and vegetables to low incomes clients in Arcadia/Desoto County. The Arcadia housing Authority is requesting volunteers to help with the distribution. Anyone interested in helping please contact the Housing Authority at. 863-494-4343

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

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

Department Head: Carl A. McQuay Date: 05/20/14

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



**sprout
route**
starting
April 2014

25 all faiths
food bank™
1989-2014
allfaithsfoodbank.org
941-379-6333



BREAKING EXCITING NEWS!!

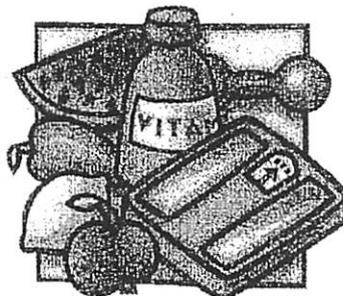
Arcadia Housing Authority is the latest partner with All Faiths Food Bank ☺

Arcadia Housing Authority (AHA/AHDC) is the only distribution site in all of Arcadia/Desoto County for the Sprout Mobile Farm Market sponsored by the All Faiths Food Bank (AFFB).

What a great way to eat healthy !

Starting on April 25th, 2014 and thereafter on the 2nd and 4th Friday of each month from 10:00-11:30 in AHA's north side parking lot a truck will be passing out FREE, yes FREE fruits and vegetables to low-income clients in Arcadia/Desoto County.

We will need 3-5 volunteers per distribution, anyone interested in helping please call the Housing Authority at 863-494-4343 to sign up.



AGENDA No. 3



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: May 20, 2014

DEPARTMENT: Administration

SUBJECT: Minutes from May 6, 2014

RECOMMENDED MOTION: Council Approval

SUMMARY:

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

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

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

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
Councilmember Keith Keene

Deputy Mayor Joseph E. Fink
Councilmember Robert W. Heine

Arcadia City Staff

Interim City Administrator Tom Slaughter
Finance Director Beth Carsten
City Clerk Penny Delaney
Deputy City Clerk Dena Duran
City Attorney Thomas J. Wohl

Marshall Matthew Anderson
Code Enforcement Officer Carl McQuay
Public Works Director Steve Underwood
Utilities Director A.J. Berndt

Councilmember Keith Keene gave the invocation, which was followed by the Pledge of Allegiance and roll call.

PRESENTATION

Agenda Item 1 – Proclamation – Civility Month (Youth Week was added on)

Mayor Frierson advised that the month of May is Civility Month and stated that the City Clerk would read a portion of the Proclamation regarding civility. The City Clerk read a portion of the Proclamation.

Mayor Frierson also included a second presentation for a proclamation regarding youth week. She advised that Councilmember Keene and Councilmember Allen would present and accept the proclamation. Councilmember Keene stated that the local Elks Lodge has asked the City Council to make the proclamation and he read same.

Agenda Item 2 – Florida Water Resources Journal Article

A.J. Berndt presented the article and advised that this is the first time the City of Arcadia has ever been in the Florida Water Resources Journal and stated they did a spotlight on the plant. He stated this is a very big deal for the City of Arcadia. He advised this shows DEP that we're striving to make our water good for our community and it also helps to possibly get grants in the future from DEP because the City has a new water plant and the infrastructure is very old. Mr. Berndt that he was able to write the article with the engineering firm of Hazen and Sawyer. He further advised that the City has done some power points in Sarasota with the Water Resource Journal and they are spreading the news that the City has a new water plant. He also stated that the City is working with SWFMUD regarding grant funding for improving the City's infrastructure underground. Mayor Frierson expressed her delight regarding the article. Mr. Berndt stated that he wanted to be sure to acknowledge Hazen and Sawyer as they had been very helpful with the DEP who has recently gave the City \$450,000.00 to help refurbish the City's wells.

Agenda Item 3 – Update Regarding Renovation Progress to Lake Katherine

Bruce Neveau, Vice-President of Team Arcadia, presented Council with the updates to include: the fountain; vegetation around the lake has been removed and will be replanted with environmentally friendly vegetation that will be more appealing to the eye; signage that will also promote Mosaic who helped fund the whole project and Team Arcadia, but the majority of the sign will display the City of Arcadia, Lake Katherine; future maintenance of the lake to ensure none of the old vegetation will return and Team Arcadia will manage that for the next year, future improvements to the park surrounding the lake will include additional funding since the current renovations have almost depleted the current funds to include funding for future projects which would include benches, new lights, exercise equipment, possibly a playground that is in the master plan and bathrooms; and the T33 aircraft located at Lake Katherine's park.

He asked if there had been any determination as to the status of the plane. The Interim City Administrator advised that the City had received the agreement letter from the United States Air Force that addressed its condition and if the City had any interest in moving it. He stated that he thought they would go through it at the City level and then forward it to Team Arcadia to see what their thoughts are. Mayor Frierson stated that at one point there was talk about moving it out to the airport. Mr. Neveau stated that the only conversations he had been involved in discussed moving it to Veteran's Park where they were going to be putting military equipment. He then stated that the Veteran's Association that he had spoken to felt that the cost of the renovations and the cost of moving it were extensive and they didn't feel it was in their budget. Mr. Neveau advised that he had located a glass canopy for \$2,000.00 and Mr. Minnear had stated he would be willing to do some of the maintenance work since he had experience with those planes when he was in the military, but that's \$2,000.00 that they don't have. He asked what the City felt would be a good course of action and stated they could contact him regarding same.

Agenda Item 4 – Airport Grant Proposal

The Interim City Administrator stated that he had suggested George Chase to bring this issue before the City. He advised that there is an Airport Advisory Committee. However, the City is working with Hanson Professional Services on an Airport Master Plan and he stated that his concern was that anything that is done to the airport would need to be consistent with the master plan. He stated that he suggested it be brought before City Council that a copy of it be provided to the Airport Advisory Committee and to turn the request over to Hanson to identify if it would be consistent, inconsistent, or neutral with the master plan.

Mr. Chase made the presentation for an airport camping area to make the Arcadia Airport a destination airport. He stated the success of the recent rodeo fly-in proved the plan can work and the Rodeo Association would like to make it an annual event. He further stated DeSoto County also feels that this plan has merit and can help with economic development. Another use for the facility would be for education. The covered area with tables would be used for aviation safety seminars. He stated that Friends of Arcadia Airport, Inc. has the opportunity for a \$10,000.00 grant that would allow them to supply the necessary components for the facility. The City would only need to work with them to get permits from the County and perhaps to run a single waterline to the area. Friends of Arcadia Airport, Inc. has offered to maintain the facility and to pay for servicing of the portable toilets. Mr. Chase was asking for the City Council to allow Friends of Arcadia Airport, Inc. to meet with staff and Mike Moon to review the plan and determine if it would be a good fit for the airport and to ensure it would not cause any problems with the grant assurance agreement. He stated they would then come back to City Council with more details and hopefully then apply for the funding which would need to be done by July 11, 2014. Councilmember Heine made a motion to approve same and Deputy Mayor Fink seconded the motion. The Interim City Administrator suggested that City Council's motion be shared with the Airport Advisory Committee when they meet on May 8, 2014, to ensure that all activities are consistent. He further stated that a copy would be provided to the Airport Advisory Committee as well as Hanson Professional Services. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 5 – Fly In for the Vietnam Traveling Memorial Wall on December 6-7, 2014

Agenda Item 6 – City Council Minutes for March 24, 2014

Agenda Item 7 – City Council Minutes for April 15, 2014

Agenda Item 8 - Air-Cadia Flowage and Hangar Rent Report for March 2014

Deputy Mayor Fink made a motion to approve Consent Agenda Items 5-8 and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

ACTION ITEMS

Agenda Item 9 – Second Amendment to Interlocal Agreement for Purchase of Flush Water from County

A.J. Berndt advised that he, the City Attorney and the Interim City Administrator met with the DeSoto County Utilities Department and it was decided to extend the interlocal agreement for three more months. He stated they are trying to determine what the minimum amount of water is that they can take from the County. He stated in the past the County had problems with ammonia in the water and the City has had to add chlorine to the water which was an expense to the City. He further stated the County has recently looped their pipes by Wal-Mart so their water has improved. Mr. Berndt advised within three months the City will meet with the County to renegotiate a price for the interlocal agreement. Councilmember Heine made a motion to approve the extension and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 10 – Council Selection of City Administrator

Mayor Frierson stated that the Council has had good candidates and good interviews and she hoped everyone had done their homework and chosen their candidate. Councilmember Keene offered a suggestion to have a period of discussion. He stated the City Council had gone to great lengths this time to involve the community; had appointed a committee to review the applications and come up with a list to be considered; the City Council conducted interviews in person, by phone and Skype. He wanted to have a discussion before moving forward to discuss what their feelings are about the candidates. He asked the City Attorney of his thoughts regarding whether they should have a time certain discussion and then get to a point where they want to make a decision. The City Attorney stated that it was really up to City Council until the discussion dies and no one has anything else productive to contribute to the conversation, then a motion could be made at any time. Deputy Mayor Fink stated that he agreed totally and that he had been involved in this type of decision on three occasions prior to this one. He stated this was the most difficult one he has ever been involved in. He further stated that it makes it difficult because they cannot discuss it among themselves. He appreciated that a discussion had been brought up this way and felt it was important to discuss it.

Councilmember Allen objected to having a discussion of the candidates. He stated that they've been doing that for the last few months and felt that it was time for the Council to select a person for the position. Mayor Frierson stated that she felt a discussion was in order for the council to participate as well as the public and she felt they were shortchanging themselves if they don't have it. Councilmember Keene stated that he felt Councilmember Allen was wrong. Deputy Mayor Fink made a motion to discuss the candidates among the council members and Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Councilmember Keene stated that it was difficult to focus on two or even three of the candidates. He felt what they had been lacking is someone with proven experience. Regarding

Mr. Poczobut, Councilmember Keene stated that he appreciated his twenty year service to the Navy before starting his career in municipal administration. He liked that he mentioned total quality management and got his attention when he mentioned that he cut the budget by 25% in one community without cutting services. He also liked the fact that Mr. Poczobut felt Arcadia was a destination and also getting rid of the “me” and “them” and that it was about “us”.

Regarding Mr. Holsinger, Councilmember Keene stated that Mr. Holsinger had seven years as City Manager and five years as an assistant. He felt we should be about service to our citizens. Mr. Holsinger also talked about collaboration and Councilmember Keene felt that was very important, especially with county government. He expressed his sadness regarding Mr. Maxcy’s passing and stated that he felt the City had a friend in him and that he was interested in what was going on with the City. He further stated he didn’t have any reason to believe that it won’t continue to be a good relationship between the City and the County with Mandy Hines serving as interim. Councilmember Keene felt it was a strong point that he discussed honesty, integrity and being “a political” during his interview.

Mayor Frierson stated that she was very impressed with Mr. Holsinger’s interview and felt that he showed great leadership skills. She felt that he was used to working with a strong council with directions. She felt he had covered everything that she would have asked him in his interview. She also felt that he would fit in this community very well and felt that he was very qualified.

Deputy Mayor Fink stated that he agreed totally and felt they were highly rated by himself. He stated that he was concerned with the age factor. Council could not bring it up by federal government law and no one could ask a question regarding same, but both candidates were asked where they would be in seven years and they both relied “retired”. He was concerned that someone may look at the position as a retirement destination. Mayor Frierson stated that she wasn’t concerned with their age at all because she felt that three to five years is about the most you’re going to get out of an administrator in this community. Councilmember Keene stated that he was inclined to agree with Mayor Frierson. He stated that he didn’t want to speak sadly about anyone, but twenty-five years as City Administrator was way too long. He felt that a lot of the things the City is living right now may have been the result of just that. He felt that either of Mr. Poczobut’s or Mr. Holsinger’s experience and background is exactly what the City needs. Mayor Frierson stated that both are qualified leaders with lots of experience and didn’t feel they can take their age into consideration as many variables can come into play.

Councilmember Heine stated that the committee did a wonderful job. He stated that they have tried outsiders a few times and they haven’t worked out all that great. He stated that he feels comfortable with Mr. Slaughter. He advised that he came in and the City was in one heck of a mess and it’s come a long ways. He states that people comment about the change that has taken place when you walk in the door to administration. He stated that all the candidates did a good job and some were wanting to retire to Florida. He further stated that they all talked like they knew how to get things done, but it takes the Council working with whoever is in that seat. He advised that you have to have leadership.

Mayor Frierson stated that she has no problem with Mr. Slaughter; she just felt that a couple of other candidates were more qualified and have had more experience as being administrators. Councilmember Keene stated that he heard what Councilmember Heine was saying and he felt Mr. Slaughter had done a pretty good job when taking over the situation that he had. However, he stated that he has heard comments that telephone calls are not being returned and no recognition of any questions when people have contacted City Hall with a question. He stated that it may not be a citizen, but could involve a governmental entity and that concerned him.

Deputy Mayor Fink stated that he keeps a fairly decent handle on things and that he has not heard of calls not being returned or not following protocol. He stated that he feels similarly to Councilmember Heine. He advised that the City was in dangerous water six (6) months ago. He stated the City was not only in fiscal, but literal melt down by what had been left and what occurred. He advised that he would not have been able to do anything similar to what Mr. Slaughter did in the way of recouping and rebuilding the management staff in the City. He asked Council if they had talked to him about it and if not, then shame on them because if he has a problem with him, he tells him. He further stated that if he's had a problem, it's been corrected. Deputy Mayor Fink stated that he was taken by Mr. Slaughter and Mr. Murphy. Mr. Murphy did not have the background as a City Administrator, in his opinion that three of the other candidates had. He stated that his problem with Mr. Murphy was when he mentioned that he was going to put in a road and drainage district. He pointed out there's a difference between Charlotte County and DeSoto County and he didn't see where they could put any more taxation on the citizens of Arcadia. Mayor Frierson stated that just because he said that doesn't mean it's going to happen because he has to go before City Council. He stated that he felt the only way to get out of the problem with the roads is proper comprehensive planning and that was his reason for Mr. Murphy and Mr. Slaughter as they are both community development directors which afford the City the opportunity of that expertise of growing out of it.

Mayor Frierson stated that she had looked at the comprehensive planning that they had done, but she also looked at how strong they were on budgetary problems. She felt they could use some strong budget administration. She stated they have a good financial director in place and she felt with a strong administrator, who knows what could happen. Councilmember Keene stated that he feels very much that way.

Mayor Frierson opened the discussion to the public. Rob Herron of 521 E. Pine Street, Arcadia, Florida, stated that he felt they needed to look at experience. He felt experience would be a key in helping our city move forward. He stated that it may not be a bad thing with someone looking at the job as their last job before retirement because maybe they would be building this City into a place they would like to retire to. Marsha Brown of 903 Parkview, Arcadia, Florida, stated that the Council needed to pick someone with experience and a leader. She pointed out that regarding Councilmember Heine's comment about an outsider, Mr. Slaughter is an outsider. Charles Conklin of 301 Bridle Path, Arcadia, Florida, stated that he felt they had good candidates. Greg Smith who owns a business at 120 N. 11th Avenue, Arcadia, Florida, stated that he is on the Airport Advisory Committee and has worked with Mr. Slaughter. He stated it has been a good working relationship. He further stated that a person can have the

best resume and work ethics somewhere else and when they come down here, it's not the same. He admitted that Mr. Slaughter is not a native, but felt that he had been here long enough to know the Florida environment and what Arcadia needs. Jackie Scogin of 117 S. Hillsborough Avenue, Arcadia, Florida, stated that she agreed with Mr. Herron regarding someone working here and making it an incentive to be a great place to retire. She stated that there may be some truth to someone not understanding Florida, but there are two candidates from Florida that need to be looked at closely. She was impressed with Mr. Murphy's experience and stated the Council had a hard job. Steve Bauer with the Arcadian newspaper of 108 S. Polk Avenue, Arcadia, Florida, stated that he was at all five meetings. He stated there was quite a bit of discussion with Mr. Murphy at his interview and he was curious as to why Councilmember Keene and Mayor Frierson didn't feel he was the man for the job since he was not brought up during their comments. Councilmember Keene stated that he took exception to what Mr. Bauer said because he never excluded Mr. Murphy from his list and he didn't feel Mayor Frierson did either. He stated he was talking about who had the best experience for the job that he feels needs to be filled presently. He further stated that Mr. Murphy was very talented, but it's the experience and background. The best predictor of future success is past success and he certainly had it. He commented that the other two candidates that he spoke about tonight are better suited for what he feels the City needs at the present time. Mayor Frierson stated that she was very impressed with him and felt that he would do an excellent job. She advised that she felt that Mr. Holsinger had a little bit more budget experience and she felt that he was project driven like Councilmember Keene said and she certainly wouldn't rule him out. Both Mayor Frierson and Councilmember Keene stated that he was in their top three. Adrienne Daly of 5 Johnson Avenue, Arcadia, Florida, stated that the job needs more doing and less talking. She then asked what Mr. Slaughter has done that was so wonderful. Councilmember Heine stated that he had hired a good clerk and a good finance officer and he's surrounded himself with good people. He further advised that he's in the administration office two or three times a week and can tell a difference with the people who are working for the City. Deputy Mayor Fink stated that he hoped when they make the choice, that if it's not unanimous, that they would make a conscious effort to ensure that whoever is chosen succeeds because without success by this Administrator, he worries for the actual existence of the City. He further stated that he felt all the candidates were qualified and he will back whoever is chosen for that position and he hoped that everyone else will as well.

Councilmember Allen stated that they are doing more damage by throwing around who they have or who they might not have and the Council must vote for a City Administrator tonight. He suggested they get on board and do that and stop all this arguing. Deputy Mayor Fink suggested he make a motion. Councilmember Allen made a motion that they select Mr. Slaughter and Deputy Mayor Fink seconded the motion. Councilmember Keene asked Mayor Frierson if they could have a discussion and Mayor Frierson agreed. Councilmember Keene stated that he wanted to stay focused on selecting the best candidate for the job and he advised that he could not support this nomination. The City Attorney stated that he recommended the motion be amended to appoint Mr. Slaughter or any other future motions on the condition that the terms of an employment agreement can be reached and also that a candidate that is appointed on these condition passes a background check and is fit to take office of the City Administrator. Councilmember Heine stated that he felt it would have to be worked out between the candidate,

the Mayor and the City Attorney. Deputy Mayor Fink suggested that they do two background checks; one through the normal procedure that we have done in the past using the Arcadia Police Department to make sure there is no criminal background on Mr. Slaughter as he is the nominee at this point. He further suggested that they also have a professional background check done because they did deal with a material misrepresentation in the past of someone who became the City Administrator and they could not afford to do that again. Councilmember Allen stated that was not included in his motion.

Mayor Frierson stated that she had heard over and over again that the interview process was a done deal and that it was a three to two vote. She further stated that she felt it had been proven there and she found that regrettable. Deputy Mayor Fink suggested that if she had anything to state and to impute the integrity of any member of this board, he would suggest she do that. Mayor Frierson stated she was not the only one to have heard this and have heard it from the public. Deputy Mayor Fink asked if they were clairvoyant. Councilmember Heine stated that he didn't think they would tell him that to his face and Deputy Mayor Fink agreed. Mayor Frierson stated that she had many people tell her that they had approached him about having a discussion and Councilmember Heine shut them out completely. Deputy Mayor Fink asked if they said that about him too. Mayor Frierson stated that he had Mr. Slaughter in his pocket. The City Attorney suggested they clarify the motion on the table before they move forward. He stated that from what he could recall, Councilmember Allen made the motion to appoint Mr. Slaughter on the condition that the terms of an employment agreement can be reached and that a background check reveals that he is fit to take the office of City Administrator. Councilmember Allen stated that he did not say anything about a background check and he is appointed for the duration of the time that is set for service. Councilmember Heine stated that it should be there. Councilmember Allen said to go ahead and do it then and stated that he wanted to vote and get it over with.

Lorenzo Dixon of 920 W. Magnolia Street, Arcadia, Florida spoke from the public and addressed Mr. Allen by stating that he felt his motion was one of the most greatest and brilliant motions that he's made and he supported it wholeheartedly. He thanked him for making the motion whether it passed or not because he'd done the right thing. He stated that for those that wanted to make a deal out of a background check, if they would check with administration that was already done to the best of his knowledge unless someone didn't do their job when he was hired as the City Planner. He felt the City Council had a lot of good candidates, but he felt that Mr. Slaughter was good enough to be the interim and do what he's done up to this point. He stated that he's heard nothing negative from the public or workers. He further stated that the morale is up and although he's not a Slaughter fan, he's done more good. He pointed out that Mr. Slaughter chose the finance director and everyone seems to be pleased with her. He pointed out that Mr. Slaughter chose the City Clerk and she seems to be doing a fine job. He stated that he supports the idea that Mr. Slaughter be officially made the administrator.

The City Attorney stated that he wanted to clarify the reason he brought up the background check now is because he believed the two prior administrators' employment agreements, those agreements were signed and the background checks were to take effect after they were in the office of City Administrator. He felt that was putting the cart before the horse.

Council had indicated months ago that they wanted to do a background check on whoever took office. He questioned why they would start negotiations, sign an employment agreement and have someone take office before you would do a background check. Councilmember Keene and Mayor Frierson stated that they would like to see the background check that was done.

Councilmember Keene stated that he felt there should be a background check and if a candidate that the majority of Council wants that cannot stand up against the scrutiny of a background check then they shouldn't have the job. Mayor Frierson agreed with Councilmember Keene and stated this was nothing against Mr. Slaughter that she thought he was a fine person, but that she cannot support the nomination. Councilmember Keene and Mayor Frierson both stated that Mr. Slaughter had been a great interim.

Mayor Frierson suggested they go around the table and vote individually. The votes were as follows: Councilmember Allen – yes; Deputy Mayor Fink – yes; Councilmember Keene – no; Councilmember Heine – yes; and Mayor Frierson – no.

Deputy Mayor Fink made a motion that a background check be done on Mr. Slaughter through criminal process and that they make sure he didn't make any material misrepresentation on his application and Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Deputy Mayor Fink made a motion that the Mayor and the City Attorney begin negotiations with Mr. Slaughter regarding terms of employment and if a negotiated agreement is not brought to Council for approval by May 20, 2014, that Council address the unresolved terms at that meeting and Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

COMMENTS FROM DEPARTMENTS

11. CITY MARSHAL

Marshal Anderson stated that the City Council should have the Arcadia Police Department's monthly report. He advised the month of April was busy for the department. Councilmember Heine inquired as to the break-ins in his neighborhood and Marshal Anderson advised five (5) arrests were made which included recovery of property.

12. CITY ATTORNEY

The City Attorney gave an update regarding the extension of the agreement for the maintenance and operation of the baseball/softball facility with DeSoto County Youth Baseball and Softball. He advised that DeSoto County Youth Baseball and Softball no longer exists, therefore, an agreement could not be extended with them. He advised Steve Underwood will be getting with the two or three entities that were interested in operating and maintaining the ballfield and he is hoping to get the rough terms of an agreement sketched out with the City of Arcadia.

13. INTERIM CITY ADMINISTRATOR

NONE

PUBLIC

Charles Conklin (did not provide address), spoke from the public regarding the prior City Marshall's plea deal. He advised the Judge asked if there was any representative from the City there. Beth Carsten advised she attended and spoke with the Assistant District Attorney afterward and he advised that at this time, he did not need anyone from the City there. Ms. Carsten advised she attended on her own accord and the Assistant District Attorney did state that he would like for someone from the City to attend the next time to give a victim's statement and he advised that he would be contacting us. Deputy Mayor Fink stated that we need to be made aware of this and to be sure to make our wishes known. He stated that the former Marshal Charles Lee stole from the taxpayers, admittedly, and that was money that the City could have used to do any number of things. Councilmember Heine asked if an offer had been made. Deputy Mayor Fink stated that from what he has heard an offer of restitution has been made in the excess of One Hundred Fifty-One Thousand and 00/100 Dollars (\$151,000.00). He further stated that he didn't think the City could accept anything less because that was as far back as they could go to get the One Hundred Fifty-One Thousand and 00/100 Dollars (\$151,000.00).

The City Attorney pointed out that restitution is one of the punishments that the State Attorney can request and the Judge can grant. It's not a civil matter so there's nothing the City of Arcadia can agree to accept or not accept. It's the State of Florida against Charles Lee. Deputy Mayor Fink asked if anyone on the Council had been contacted by the State Attorney and no one stated that they had. Deputy Mayor Fink stated that he found that less than satisfactory since the City is the injured party. Councilmember Heine suggested that the City Attorney contact the District Attorney and inquire if an offer has been made and if so to let us know and Deputy Mayor Fink agreed. Councilmember Heine made a motion to empower the City Attorney to act on the City's behalf in this matter and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Lorenzo Dixon addressed Council again and congratulated Mr. Slaughter. He stated that he is more pleased with Council than ever before. He felt they had made the right decision and hoped all will get on board and help make the City Administrator a successful administrator and hoped the City could be a successful town. He further stated that he had heard the same thing Mayor Frierson had heard regarding it being a done deal, but no one knew it. He stated that it was just speculation and that Council knew they had not broken the Sunshine Law. He felt this was a perfect sign of democracy and make the best of it.

MAYOR AND COUNCIL MATTERS

Deputy Mayor Fink advised that the City would be advertising in the Arcadian regarding graduation and stated that last year they had done the same in the Shopper and felt it should be

done again this year as well. He advised the cost is \$175.00 and felt they could use the same advertisement as last year. Councilmember Heine made a motion to approve same and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

ADJOURN

Having no further business at this time, the meeting was adjourned at 7:40 P.M.

ADOPTED THIS ___ DAY OF _____, 2014

By:

Alice Frierson, Mayor

ATTEST:

Penny Delaney, City Clerk

AGENDA No. 4



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: May 20, 2014

DEPARTMENT: Administration
SUBJECT: Traffic Signal Agreement

RECOMMENDED MOTION: Council Approval

SUMMARY: FDOT agreement with the City of Arcadia regarding all traffic signals throughout the City.

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

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

Department Head: _____ Date: _____
Finance Director (As to Budget Requirements) _____ Date: _____
City Attorney (As to Form and Legality) _____ Date: _____
City Administrator: Tom Slaughter _____ Date: _____

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

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

750-010-22
TRAFFIC OPERATIONS
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CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.
2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.
6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

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

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable Replacement at end of life cycle of the structure

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

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

9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services.

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The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems

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

on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

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

**STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION**

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Attest: _____
(Seal If Applicable)

Attest: _____

Reviewed:

Legal Review:

Attorney Date

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 2014/2015

Effective Date: 7/1/2014

To: 6/30/2015

Maintaining Agency: Arcadia

Intersection Locations		Compensation (Yes or No)	Traffic Signal (TS)	Intersection Control Beacon (ICB)	Emergency Fire/Dept (FDS)	Pedestrian Flashing Beacon (PFB)	Traffic Warning Beacon (TWB)	Speed Activated Warning Displays (SAWD)	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50,75, or 100)	Total Amount (Unit Rate x Percent)
SR 35/US 17	PINE ST	YES	TS						\$2,951.00	33%	\$983.67
SR 35/US 17	SR 70 EB/MAGNOLIA ST	YES	TS						\$2,951.00	100%	\$2,951.00
SR 35/US 17	OAK ST	YES	TS						\$2,951.00	33%	\$983.67
SR 35/US 17	SR 70 WB/HICKORY ST	YES	TS						\$2,951.00	100%	\$2,951.00
SR 35/US 17	GIBSON ST	YES	TS						\$2,951.00	33%	\$983.67
SR 35/US 17	GIBSON ST	YES	TS						\$2,951.00	33%	\$983.67
SR 35/US 17	SR 70 WB/HICKORY ST	YES	TS						\$2,951.00	100%	\$2,951.00
SR 35/US 17	OAK ST	YES	TS						\$2,951.00	33%	\$983.67
SR 35/US 17	SR 70 EB/MAGNOLIA ST	YES	TS						\$2,951.00	100%	\$2,951.00
SR 35/US 17	PINE ST	YES	TS						\$2,951.00	33%	\$983.67
SR 70/MAGNOLIA	SE AIRPORT RD	YES	TS						\$2,951.00	50%	\$1,475.50
SR 70/MAGNOLIA	NE TURNER RD	YES	TS						\$2,951.00	50%	\$1,475.50
SR 70/HICKORY	POLK AVE	YES	TS						\$2,951.00	33%	\$983.67
SR 70 Westbound	Robert	YES				PFB			\$2,951.00	10%	\$295.10
US 17 Northbound	South of Gibson	YES				PFB			\$2,951.00	10%	\$295.10
US 17 Southbound Lt Shldr	South of Gibson	YES				PFB			\$2,951.00	10%	\$295.10
SR 70 Eastbound	Dade	YES				PFB			\$2,951.00	10%	\$295.10
SR 70 Eastbound	Pasco	YES				PFB			\$2,951.00	10%	\$295.10
SR 70 Westbound	Orange	YES				PFB			\$2,951.00	10%	\$295.10
									Total Lump Sum		\$ 23,411.27

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in the Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of

\$ 23,411.27

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

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

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

2.0 COMPENSATION

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

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

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

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

Unit Rates per 100% State Intersections

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed	Traffic Warning Beacon (TWB) (0.05*TS)
					Activated Warning Displays (SAWD) (0.05*TS)	
11-12	\$2,701	\$675				
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

AGENDA No. 5



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: May 20, 2014

DEPARTMENT: Planning and Zoning
SUBJECT: 3240 NE HWY. Old livestock market

RECOMMENDED MOTION: Request use of old livestock market

SUMMARY: Mr. Tom Brett is requesting to use the old livestock market to store hay rolls. He is offering to maintain the property in exchange for being allowed this use.

Per the City Public Works Director Mr. Steve Underwood, this would save the city 12-15 man hours at \$10.00 per hour; 5-7 gallons of diesel fuel priced at \$4.50 per gallon; With a mowing of twice month during the summer this could save the city approximately \$300.00 -\$500.00 dollars a month, which could be an estimated saving of \$ 1,500 for the five months of summer for the city. The property can be mowed once a month during the winter months.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

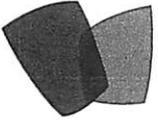
Department Head: Carl A. McQuay Date: 05/20/14

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



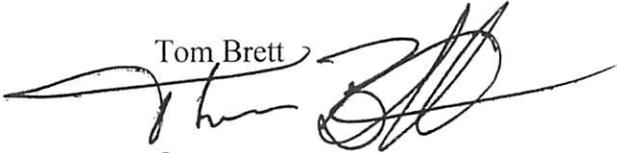
Tom Brett

1781 SW Waters Street
Arcadia, FL 34266
(239) 229-7051

May 14, 2014

To: CITY OF ARCADIA

I Tom Brett would like to use the property refer to as the old Arcadia Livestock Market. For the purpose of storing rolls of hay. In exchange to maintain canopy building and up keep of the property. This would save the City of Arcadia cost and maintence of said property.

Tom Brett

Owner

AGENDA No. 6

**CITY OF ARCADIA
SUMMARY OF ALL FUNDS
AS OF MAY 15, 2014**

REVENUES:

FUND:	BUDGETED REVENUE	ACTUAL REVENUE	% REC'D
GENERAL FUND:	4,779,659	2,866,786	60.0%
SM. CTY SURTAX/ CAP IMP.:	456,529	212,660	46.6%
CDBG GRANT FUND:	700,000		
<u>ENTERPRISE FUNDS:</u>			
WATER/SEWER FUND:	3,763,700	2,508,146	66.6%
SOLID WASTE FUND:	745,800	493,292	66.1%
AIRPORT FUND:	563,578	29,479	5.2%
TOTAL ALL FUNDS:	11,009,266	6,110,363	55.5%

EXPENSES

FUND:	BUDGETED EXPENSES	ACTUAL EXPENSES	% USED
GENERAL FUND:	4,779,659	2,430,925	50.9%
SM. CTY SURTAX/ CAP IMP.:	456,529	134,847	29.5%
CDBG GRANT FUND:	700,000		
<u>ENTERPRISE FUNDS:</u>			
WATER/SEWER FUND:	3,763,700	1,488,666	39.6%
SOLID WASTE FUND:	745,800	385,516	51.7%
AIRPORT FUND:	563,578	21,777	3.9%
TOTAL ALL FUNDS:	11,009,266	4,461,731	40.5%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF MAY 15, 2014**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
AD VALORUM TAXES				
Ad Valorem Taxes - Current	1,435,937	1,253,483	182,454	87.3%
Ad Valorem Taxes - Delinquent	-	-	-	0.0%
Interest on AD Valorem Tax	-	158	(158)	100.0%
Tax Certificate Sales	-	-	-	0.0%
Total AD Valorem Taxes	1,435,937	1,253,641	182,296	87.3%
SALES & USE TAX				
State Shared Sales Tax	-	-	-	0.0%
State Local Option Fuel Tax New	86,594	96,111	(9,517)	111.0%
State Local 9th Cent Gas Tax	252,777	-	252,777	0.0%
State Shared Business Tax	-	-	-	0.0%
Gas Tax 5 & 6 Cents	167,942	50,049	117,893	29.8%
Total Sales & Use Tax	507,313	146,160	361,153	28.8%
FRANCHISE FEES				
Electricity Franchise	400,000	208,938	191,062	52.2%
Gas Franchise	-	-	-	-
Total Franchise Fees	400,000	208,938	191,062	52.2%
UTILITY SERVICE TAX (PST)				
Electricity Utility Tax	300,000	172,345	127,655	57.4%
Water Utility Tax	107,000	80,964	26,036	75.7%
Gas Utility Tax	20,000	10,187	9,813	50.9%
Communications Service Tax	262,413	140,429	121,984	53.5%
Total Utility Service Tax	689,413	403,925	285,488	58.6%
OTHER GENERAL TAXES				
Local Business Tax Receipts	30,000	37,955	(7,955)	113.9%
Residential Rental Permits	-	-	-	0.0%
Police And Fire Ins.	-	-	-	0.0%
Total Other General Taxes	30,000	37,955	(7,955)	113.9%
OTHER REVENUES				
Cemetary Lots	11,000	12,925	(1,925)	117.5%
Total Other Revenues	11,000	12,925	(1,925)	117.5%
BUILDING PERMITS				
Building Permits	4,000	7,125	(3,125)	178.1%
Electrical Permits	-	-	-	0.0%
Plumbing Permits	-	-	-	0.0%
Total Building Permits	4,000	7,125	(3,125)	178.1%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF MAY 15, 2014**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
OTHER LICENSES & PERMITS				
Zoning Fees	2,750	-	2,750	0.0%
Maps	-	-	-	0.0%
Other Licenses & Permits	4,000	2,382	1,618	59.6%
Garage Permits	-	-	-	0.0%
Right of Way Permit Fees	-	-	-	0.0%
Total Other Licenses & Permits	6,750	2,382	4,368	35.3%
FEDERAL GRANTS	BUDGETED	ACTUAL	REMAINING	% REC'D
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204	17,318	11,886	59.3%
Rural Investigation Grant	-	-	-	0.0%
Dept. of Justice Taser Grant	-	-	-	0.0%
JAGC-2014 ES-158	12,000	12,964	(964)	108.0%
Total Federal Grants	41,204	30,282	10,922	73.5%
STATE GRANTS	BUDGETED	ACTUAL	REMAINING	% REC'D
Dept. of Transportation US 17 Widening	-	-	-	0.0%
Dept. of Economic OPP Planning Grant	25,000	-	25,000	0.0%
Hurricane Grant	-	-	-	0.0%
Total State Grants	25,000	-	25,000	0.0%
STATE SHARED REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
State Half Cents Sales Tax	235,840	124,864	110,976	52.9%
State Shared Motor Fuel	185,488	38,091	147,397	20.5%
State Shared Sales Tax	67,290	105,000	(37,710)	156.0%
Mobile Home License	2,200	2,145	56	97.5%
Alcoholic Beverage Licenses	3,300	3,195	105	96.8%
State Shared Business Tax	-	-	-	0.0%
State of FL Lighting Maintenance Agreement	41,944	-	41,944	0.0%
State of FL Traffic Light Maintenance Agreement	21,010	-	21,010	0.0%
State of FL Pension Contribution	-	-	-	0.0%
Total State Shared Revenues	557,072	273,294	283,778	49.1%
SHARED REVENUES FROM LOCAL UNITS	BUDGETED	ACTUAL	REMAINING	% REC'D
School Guard Crossing - School Board	18,000	10,983	7,017	61.0%
DeSoto County Business Tax	-	1,907	(1,907)	100.0%
Total Shared Revenue from Local Units	18,000	12,890	5,110	71.6%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF MAY 15, 2014**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
PUBLIC SERVICE REVENUE				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	245,000	-	245,000	0.00%
Fire Inspection Fee (OL)	-	-	-	0.00%
Accident Reports	450	458	(8)	101.78%
Code Enforcement Fees	1,000	-	1,000	0.00%
Total Public Safety Revenue	246,450	458	245,992	0.19%
CULTURE/RECREATION	BUDGETED	ACTUAL	REMAINING	% REC'D
GOLF COURSE & PRO SHOP				
Golf Course Green Fees	149,750	61,084	88,666	40.8%
Cart Rentals	100,500	90,048	10,452	89.6%
Golf Course Membership Fees	107,600	94,211	13,389	87.6%
Pro Shop Food and Beverage	68,000	20,033	47,967	29.5%
Other Pro Shop	58,800	32,912	25,888	56.0%
Total Golf Course & Pro Shop	484,650	298,288	186,362	61.5%
Other Culture / Recreation				
Rent Fees for Speer Center	1,170	630	540	53.8%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
Total Other Culture / Recreation	1,170	630	540	53.8%
Total Culture / Recreation	485,820	298,918	186,902	61.5%
FINES & FORFEITURES	BUDGETED	ACTUAL	REMAINING	% REC'D
Court Fines	18,000	15,532	2,468	86.3%
Police Education	-	-	-	0.0%
Misc Charges for Services	1,000	2,847	(1,847)	284.7%
Taxi Application Fees	2,100	4,184	(2,084)	199.2%
Parking Violations	150	260	(110)	173.3%
Towing Fees	-	-	-	0.0%
Confiscated and Restitution	-	-	-	0.0%
Total Fines and Forfeitures	21,250	22,823	(1,573)	107.4%
INTEREST EARNINGS	BUDGETED	ACTUAL	REMAINING	% REC'D
Law Enforcement Trust Income	-	-	-	0.0%
Other Interest	-	-	-	0.0%
Unrealized Gain	-	-	-	0.0%
Bond Interest	-	-	-	0.0%
Total Interest Earnings	-	-	-	-

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF MAY 15, 2014**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
RENTS & ROYALTIES				
Mobile Home Park Rent	230,000	139,536	90,464	60.7%
Mobile Home Park Laundry	850	786	64	92.5%
Total Rents & Royalties	230,850	140,322	90,528	60.8%
SALES/COMP FOR LOSS OF FIXED ASSET				
Sale of Fixed Asset	-	-	-	-
SALE OF SURPLUS MATERIALS/SCRAP				
Sale of Surplus Materials	5,000	1,231	3,769	24.6%
Total Sale of Surplus Materials	5,000	1,231	3,769	24.6%
CONTRIBUTE / DONATE FROM PRIVATE				
Miscellaneous Donations -Police		13,500	-	100%
OTHER MISC REVENUE				
Copies - City Hall	100	17	83	16.8%
Copies - Police Station	-	-	-	0.0%
Miscellaneous	500	-	500	0.0%
Miscellaneous Refunds	11,000	-	11,000	0.0%
Housing Authority Prior Payment	-	-	-	0.0%
Total Other Misc Revenue	11,600	17	11,583	0.1%
CONTRIBUTION FROM OTHER FUNDS				
Transfer from Water (Loan)	53,000	-	53,000	0.0%
Total Contribution from Other Funds	53,000	-	53,000	0.0%
TOTAL GENERAL FUND REVENUES	4,779,659	2,866,786	1,926,373	60.0%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF MAY 15, 2014**

LEGISLATIVE/COUNCIL EXPENSES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	22,977	17,319	5,658	75.4%
Operating Expenses	51,611	17,288	34,323	33.5%
TOTAL LEGISLATIVE/COUNCIL EXPENDITURES	74,588	34,607	39,981	46.4%

RETIREE & COUNCIL RETIREES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	28,499	28,649	(150)	100.5%
(Overage due to Health Insurance)				

EXECUTIVES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	203,736	92,978	110,758	45.6%
Operating Expenses	17,550	14,933	2,617	85.1%
TOTAL LEGISLATIVE/COUNCIL EXPENDITURES	221,286	107,911	113,375	48.8%

FINANCIAL & ADMINISTRATIVE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	115,690	69,936	45,754	60.5%
Operating Expenses	36,713	17,996	18,717	49.0%
TOTAL LEGISLATIVE/COUNCIL EXPENDITURES	152,403	87,932	64,471	57.7%

LEGAL COUNCIL				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Professional Services	70,000	32,202	37,798	46.0%
Other Legal Services	60,000	7,407	52,593	12.3%
TOTAL LEGISLATIVE/COUNCIL EXPENDITURES	130,000	39,610	90,390	30.5%

COMPREHENSIVE (COMMUNITY DEVELOPMENT)				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	55,511	41,777	13,734	75.3%
Operating Expenses	9,750	293	9,457	3.0%
TOTAL LEGISLATIVE/COUNCIL EXPENDITURES	65,261	42,070	23,191	64.5%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF MAY 15, 2014**

OTHER GOVERNMENT SERVICES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,000	-	18,000	0.0%
Operating Expenses	94,340	77,170	17,170	81.8%
Contingency	674,903	-	674,903	0.0%
TOTAL OTHER GOVERNMENTAL SERVICES	787,243	77,170	710,073	9.8%

LAW ENFORCEMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	1,172,668	698,925	473,743	59.6%
Operating Expenses	197,819	112,312	85,507	56.8%
TOTAL LAW ENFORCEMENT	1,370,487	811,237	559,250	59.2%
VICTIMS OF CRIMES GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	40,104	24,265	15,839	60.5%
TOTAL VICTIMS OF CRIMES GRANT	40,104	24,265	15,839	60.5%
POLICE EQUIPMENT GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
JAGC-2014 ES-158	12,000	12,964	(964)	108.0%
TOTAL POLICE EQUIPMENT GRANT	12,000	12,964	(964)	108.0%
SCHOOL CROSSING GUARD				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,988	11,153	7,835	58.7%
Operating Expenses	-	191	(191)	100.0%
TOTAL SCHOOL CROSSING GUARD	18,988	11,344	7,644	59.7%
CODE ENFORCEMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	32,343	18,558	13,785	57.4%
Operating Expenses	33,811	6,057	27,754	17.9%
TOTAL CODE ENFORCEMENT	66,154	24,615	41,539	37.2%
TOTAL LAW ENFORCEMENT	1,507,733	884,425	623,308	58.7%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF MAY 15, 2014**

FIRE CONTROL				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	356,076	285,073	71,003	80.1%
TOTAL FIRE CONTROL	356,076	285,073	71,003	80.1%

CEMETERY				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	43,319	32,925	10,394	76.0%
Operating Expenses	7,345	2,173	5,172	29.6%
TOTAL CEMETERY	50,664	35,098	15,566	69.3%

STREET DEPARTMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	178,658	62,426	116,232	34.9%
Operating Expenses	149,375	81,415	67,960	54.5%
Capital Outlay	30,000	29,834	166	99.4%
TOTAL STREET DEPARTMENT	358,033	173,675	184,358	48.5%

OTHER TRANSPORTATION				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	57,253	18,357	38,896	32.1%
TOTAL OTHER TRANSPORTATION	57,253	18,357	38,896	32.1%

VEHICLE AND FACILITY MAINTENANCE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	101,500	56,181	45,319	55.4%
Operating Expenses	15,400	8,587	6,813	55.8%
Capital Outlay	3,500	3,409	91	97.4%
TOTAL VEHICLE AND FACILITY MAINTENANCE	120,400	68,177	52,223	56.6%

GOLF COURSE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	183,224	108,330	74,894	59.1%
Operating Expenses	60,771	40,087	20,684	66.0%
TOTAL GOLF COURSE	243,995	148,417	95,578	60.8%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF MAY 15, 2014**

PRO-SHOP				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	91,016	33,484	57,532	36.8%
Operating Expenses	131,164	95,732	35,432	73.0%
TOTAL PRO-SHOP	222,180	129,216	92,964	58.2%

PARKS DEPARTMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	190,793	121,563	69,230	63.7%
Operating Expenses	44,725	27,451	17,274	61.4%
TOTAL PARKS DEPARTMENT	235,518	149,014	86,504	63.3%

MOBILE HOME PARK				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	42,697	22,485	20,212	52.7%
Operating Expenses	82,450	66,226	16,224	80.3%
Capital Outlay	10,000	15,587	(5,587)	155.9%
TOTAL MOBILE HOME PARK	135,147	104,298	30,849	77.2%

WAY BUILDING				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	33,380	17,227	16,153	51.6%
TOTAL WAY BUILDING	33,380	17,227	16,153	51.6%

TOTAL GENERAL FUND EXPENSES	4,779,659	2,430,925	2,348,734	50.9%
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**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
BUDGETED REVENUE
AS OF MAY 15, 2014**

	Budgeted	Actual	Remaining	% Used
Small Cty. Surtax	456,529	212,660	243,869	46.6%
Interest SBA	-	-	-	-
Other Interest Earnings	-	-	-	-
Interest on Investment Acct	-	-	-	-
Unrealized Gain	-	-	-	-
Other Miscellaneous	-	-	-	-
Fund Balance Reserves	-	-	-	-
Total Surtax/Capital	456,529	212,660.35	243,869	46.6%

**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
EXPENSES
AS OF MAY 15, 2014**

	Budgeted	Actual	Remaining	% Used
Way Building				
Council Chambers	-			
Improvements	-			
Total Way Building	-			
Streets				
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 (Computer Upgrades)		55,837	-	-
Total Streets	400,000	118,548	281,452	29.6%
Debt Service				
Principal	-	-	-	-
Interest	-	-	-	-
Total Debt Service	-	-	-	-
Police				
Improvements	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Police	-	-	-	-
Parks and Recreation				
Improvements Golf Course	40,000	16,299	23,701	40.7%
Land	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Parks	40,000	16,299	23,701	40.7%
Contingency	16,529			
Total Transfers	-			
Total Capital Improvement/ Surtax	456,529	134,847	321,682	29.5%

**CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
REVENUE
AS OF MAY 15, 2014**

WATER/SEWER ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Water Revenue	2,106,865	1,357,376	749,489	64.4%
Water Tap Fees	4,500	2,033	2,468	45.2%
Water Reconnect Fees	19,000	23,864	(4,864)	125.6%
Late Fees	100,000	103,557	(3,557)	103.6%
Sewer Revenue	1,524,835	993,457	531,378	65.2%
Sewer Tap Fees	8,500	636	7,864	7.5%
Water Meter Deposit interest		26,747		
Miscellaneous	-	475	(475)	100.0%
Total Current Revenues	3,763,700	2,508,146	1,282,302	66.6%

**CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
EXPENSES
AS OF MAY 15, 2014**

WATER/SEWER ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
Water Treatment Plant				
Personnel Services	173,304	142,397	30,907	82.2%
Operating Expenses	206,943	134,247	72,696	64.9%
Capital Outlay	8,000	-	8,000	0.0%
Debt Service Principal	207,494	-	207,494	0.0%
Total WTP Expenses	595,741	276,644	319,097	46.4%
Waste Water Plant				
Personnel Services	248,657	151,913	96,744	61.1%
Operating Expenses	463,768	320,605	143,163	69.1%
Total WWP Expenses	712,425	472,518	239,907	66.3%
Utility Collections & Billing				
Personnel Services	186,907	97,474	89,433	52.2%
Operating Expenses	65,218	14,040	51,178	21.5%
Total UB Expenses:	252,125	111,514	140,611	44.2%
Water Systems				
Personnel Services	164,256	75,678	88,578	46.1%
Operating Expenses	68,900	28,517	40,383	41.4%
Capital Outlay	62,000	21,445	40,555	34.6%
Total Debt Service	624,786	390,636	234,150	0.0%
Total Water Systems Expenses	919,942	516,275	403,667	56.1%
Waste Water Systems				
Personnel Services	144,104	83,003	61,101	57.6%
Operating Expenses	53,600	28,713	24,887	53.6%
Capital Outlay	15,000	-	15,000	0.0%
Total Waste Water Systems Expenses	212,704	111,716	100,988	52.5%
City-County Interconnect	-			
Subtotal:	2,692,937	1,488,666	1,204,271	55.3%
Total Expenses	2,692,937			
RENEW AND REPLACE	450,000			
CONTINGENCY	620,763			
TOTAL WATER/SEWER ENTERPRISE FUND EXPENSES:	3,763,700	1,488,666	1,204,271	39.6%

**CITY OF ARCADIA
SOLID WASTE ENTERPRISE FUND
REVENUES / EXPENSES
AS OF MAY 15, 2014**

SOLID WASTE ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Garbage Revenue	736,800	248,787	488,013	33.8%
Extra Trash Pick-Up	9,000	15,496	(6,496)	172.2%
Other Income	-	-	-	0.0%
Dumpsters	-	229,009	(229,009)	100.0%
Miscellaneous	-	-	-	0.0%
TOTAL SOLID WASTE REVENUES	745,800	493,292	252,508	66.1%

SOLID WASTE ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	275,657	189,707	85,950	68.8%
OPERATING EXPENSES	87,143	52,632	34,511	60.4%
LANDFILL CHARGES	273,000	143,177	129,823	52.4%
CAPITAL OUTLAY	110,000	-	110,000	0.0%
TOTAL SOLID WASTE EXPENSES	745,800	385,516	360,284	51.7%

**CITY OF ARCADIA
AIRPORT ENTERPRISE FUND
REVENUES / EXPENSES
AS OF MAY 15, 2014**

AIRPORT ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Federal Grants	140,000		140,000	0.0%
* State Grants - D.O.T. - Lighting	180,000	242,962	(62,962)	135.0%
State Grants - D.O.T. - Pavement	185,000	20,923	164,077	11.3%
Rent	57,000	29,479	27,521	51.7%
Insurance Reimbursements	1,578	-	1,578	0.0%
TOTAL AIRPORT REVENUES	563,578	293,364	270,214	52.1%

AIRPORT ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
CAPITAL OUTLAY	505,000	-	505,000	0.0%
OPERATING EXPENSES	58,578	21,777	36,801	37.2%
TOTAL AIRPORT EXPENSES	563,578	21,777	541,801	3.9%

* Supplemental Agreement dated February 28, 2013 - Amount for Lighting Grant increased from \$180,000 to \$242,962.

AGENDA No. 7



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: May 20, 2014

DEPARTMENT: Administration
SUBJECT: City Administrator Contract

RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____

() Capital Budget
() Operating
() Other

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

Department Head: _____ Date: _____

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

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

City Administrator: Tom Slaughter _____ Date: _____

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