



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

TUESDAY, AUGUST 16, 2016  
6:00 P.M.

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

**CONSENT AGENDA**

1. City Council Minutes for August 2, 2016 (Penny Delaney – City Clerk)
2. City of Arcadia Municipal Airport June Report (Terry Stewart – City Administrator)

**ACTION ITEMS**

3. City Administrator Performance Evaluation (Linda Lowe – Human Resource Manager)
4. Appointment to Airport Advisory Committee (Terry Stewart – City Administrator)
5. FDOT Tractor Purchase - Joint Participation Agreement FPN 439794-1-94-01 Contract GOD82 (Terry Stewart – City Administrator)
6. Rental of the South Side of the Old Police Department Building by Tim Vowels (Terry Stewart – City Administrator)

**COMMENTS FROM DEPARTMENTS**

7. City Marshal
8. City Attorney
9. Finance Director
10. City Administrator

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

**MAYOR AND COUNCIL REPORTS**

**ADJOURN**

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

PLEASE TURN OFF OR SILENCE ALL CELL PHONES

# AGENDA No. 1



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

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DEPARTMENT: Administration

SUBJECT: Minutes from Regular Meeting on August 2, 2016

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**RECOMMENDED MOTION: Approval of August 2, 2016 Meeting Minutes as presented.**

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SUMMARY:

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

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

Department Head: Penny Delaney *PD* Date: 08/05/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *Terry Stewart* Date: *8-8-16*

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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, AUGUST 2, 2016  
6:00 P.M.**

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

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

Rev. Dana Spurgeon gave the invocation which was followed by the pledge of allegiance. The Mayor called the meeting to order at approximately 6:00 p.m. and the following members and staff were present:

**Arcadia City Council**

Mayor Susan Coker

Deputy Mayor Frierson

Councilmember S. Delshay Turner

Councilmember Joseph E. Fink

Councilmember Judy Wertz-Strickland

**Arcadia City Staff**

City Administrator Terry Stewart

City Clerk Penny Delaney

City Attorney T.J. Wohl

Finance Director Beth Carsten

Marshal Matt Anderson

Jeff Schmucker - CFRPC

**CONSENT AGENDA**

**Agenda Item 1 – City Council Minutes for Meeting on July 5, 2016**

**Agenda Item 2 – Special Event Permit – Fourth Saturday Market Place**

Councilmember Fink made a motion to accept Items 1 and 2 with a correction to Item 1. The correction to be made is on page four (4), on the tenth line of the past paragraph. The word “Faxed” should be replaced with “Fixed”. Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

**ACTION ITEMS**

**Agenda Item 3 – Request for Certificate of Appropriateness to Paint the Building at the Property Located at 132 W. Oak Street and 134 W. Oak Street**

City Administrator Stewart advised that this item had gone before the Historic Preservation Commission on July 13, 2016. He stated that the commission recommended by a unanimous 4/0 vote that the Council approve the application. Councilmember Wertz-Strickland

City Council Meeting Minutes

August 2, 2016

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made a motion to approve the Certificate of Appropriateness on 132 W. Oak and 134 W. Oak and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

**Agenda Item 4 – Request for Certificate of Appropriateness for Phase 1 of The Yellow Deli Located at 24 N. Polk Avenue**

City Administrator Stewart advised that this property is across the street from City Hall. He stated the application had made a request through the Historic Preservation Commission and the request for phase one (1) of the project had been approved by the commission with a 4/0 vote. He informed Council that the building was being renovated for use as a restaurant/deli. Bruce Carver was in attendance and advised he represented Ricky and Paulette Kendrick. There were no questions by Council. Councilmember Fink made a motion to approve the Certificate of Appropriateness for Bruce A. Carver to complete phase one (1) of the renovation to the property located at 24 N. Polk Avenue and Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

**Agenda Item 5 – Ordinance No. 1016 – Request for Rezoning of Property Located at 1001 East Oak Street – Second and Final Reading**

Mayor Coker called the public hearing open and introduced Jeff Schmucker of the Central Florida Regional Planning Council. Mr. Schmucker advised Council that this item was a City-initiated amendment for owner, John S. Maassen and the request was for a .42 acre property that is currently zoned B-3 (General Business Commercial) to be re-zoned as a Planned Unit Development-Commercial (PUD-C). He advised the purpose was to accommodate the existing use on the property which is an automotive repair use that does major automotive repair. He reviewed maps regarding the site and advised the existing land use was business with the existing zoning being B-3 commercial and the request was to change it to PUD-C.

Mr. Schmucker provided the history on the property and advised that in 2012, the person who leases the property was issued a tax license to enable the business to be operated on the site. He advised in 2014, the City's development code was re-written. He stated that prior to 2014, auto and truck repairs that conducted this type of business were permitted in B-3, but going back, there was no approval for this business to operate there and because of the lack of approval; another means had to be found to allow them to continue operating on the site. He advised that Planned Unit Development-Commercial (PUD-C) allows for such and is flexible. City Administrator Stewart asked if the PUD-C was a permanent type of zoning and Mr. Schmucker stated that it was. Mr. Schmucker informed Council that the PUD allows for conditions to be placed on the property to ensure the property is compatible with the surrounding area. He further informed Council that the PUD-C was consistent with the City's comprehensive plan and the current future land use. He then reviewed the site maps.

Mr. Schmucker advised the recommended PUD conditions were as follows: 1) the current automotive use can continue; if the property is sold, but the conditions and character does not change, it can continue; 2) any use requested in addition to the current use on the property

would have to go through the process to amend the PUD approval if approval is granted tonight; 3) if the repair business goes out of business for more than one hundred eighty (180) days, the use goes away and any future use would be what is allowed in the B-3 zoning district; 4) once the B-3 use goes away, an automotive repair business that does major automotive repair work can no longer go back on that property; 5) no more than three (3) inoperable vehicles (vehicle that does not have a current license plate, is wrecked or dismantled) are allowed on the site at any given time and any inoperable vehicles must be screened from view; and 6) operable vehicles are allowed on the site as long as they do not impede on access to the site.

City Attorney Wohl pointed out that this is a quasi judicial public hearing and asked Council to disclose any ex parte communications or site visits that they may have had during the application process and the record reflected there were no ex parte communications. Councilmember Wertz-Strickland made a motion to have Ordinance 1016 read by title only and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Mayor Coker instructed the City Clerk to read Ordinance 1016 by title only and the City Clerk did so. Councilmember Wertz-Strickland made a motion to approve Ordinance 1016 and Councilmember Fink seconded the motion. Councilmember Fink asked if there was a possibility of contamination and Mr. Schmucker could not say, but stated that based on the nature of the use, one would think that there is probable contamination. Councilmember Fink asked if the site would have to be cleaned up to a more pristine condition if the usage changed within the one hundred eighty (180) day period and Mr. Schmucker advised they would have to look into it. Councilmember Fink asked if they were hamstringing themselves by doing this without having answers to certain questions and Mr. Schmucker stated that he did not believe so, but if the use were to change, then it would have to be looked into. City Attorney Wohl agreed and stated that as to changing the zoning map and land use of the property, it would not have any bearing. He further stated that it would not matter what it was zoned if there was a contamination issue, the City or a federal agency would have recourse. Councilmember Wertz-Strickland asked if the tanks were still there since it was a gas station at one time and Mr. Schmucker stated he did not know. City Attorney Wohl re-emphasized that if those conditions exist, they will exist no matter what the zoning or land use is and there will always be recourse by the appropriate agency to regulate it. City Administrator Stewart stated the issue of a brown field is rather complex and there are different levels as to how the EPA will deal with the site and provided examples of such. Mayor Coker expressed her concern that there appeared to be a lack of effort by the business to clean it up even though they know the issue at hand. Doris Twohig, a county resident, expressed concern about ground pollution regarding the vehicles parked in the northern part. City Administrator Stewart informed Mrs. Twohig that the property she was referencing was a separate property. He stated this course of action would establish conditions that would give a greater level of leverage in requiring them to do what is necessary to clean up the site and it would establish requirements they would have to measure up to. He further stated that if they fail to do so, they surrender their right to operate on the site. Greg Smith, a county resident, advised that the tanks were removed after Hurricane Charley and the soil had been tested and EPA was a part of it. No discussion followed and Mayor Coker instructed the City Clerk to take a roll call vote. The results of the vote were as follows: Councilmember Fink voted in the affirmative, Councilmember Wertz-Strickland voted in the affirmative, Councilmember Turner voted in the affirmative; Deputy Mayor Frierson voted in the affirmative,

Mayor Coker voted in the affirmative and it was unanimously, 5/0, approved. Mayor Coker stated that this closed the public hearing for Ordinance 1016.

**Agenda Item 6 – Ordinance No. 1017 – Request for Future Land Use Map Amendment – Parcel Numbers 30-37-25-0A00-1240-0000 and 30-37-25-0A00-1270-0000 – Second and Final Reading**

**Agenda Item 7- Ordinance No. 1018 – Request for Rezoning - Parcel Numbers 30-37-25-0A00-1240-0000 and 30-37-25-0A00-1270-0000 – Second and Final Reading**

Mayor Coker announced the next item on the agenda was another public hearing and she opened the public hearing on Ordinance 1017 which is a request for a future land use map amendment. Jeff Schmucker of the Central Florida Regional Planning Council advised Council that he had a presentation for both Ordinance 1017 and companion Ordinance 1018. He advised this was an applicant initiated amendment by Gary Frierson of G an A, Inc. requesting a future land use and zoning change and this public hearing was for the future land use. He advised the property was located west of US 17 and south of an unimproved right-of-way (Frankfort St.) toward the north side of the city. Mr. Schmucker advised the reason was to allow for future commercial development. He reviewed maps regarding the site and advised the existing future land use was low density residential with the proposed land use to be business, and the existing zoning of City R-3 Multi-family and county unassigned with the proposed zoning being B-3 (General Business Commercial). He advised this portion of US 17 used to be a railway and is now the southbound portion of US 17. Mr. Schmucker advised of adjacent uses included residential, City-owned parks/recreation property, broadcasting tower, vacant land and nearby business and commercial land uses. He advised the proposed future land use and zoning was compatible with the City's goals, objectives and policies, particularly Policy 1.6 which states we want to "provide opportunities for commercial development in areas well integrated with surrounding transportation facilities". He advised that potable water is available nearby with the capacity available to the system (connection would be required), verification of City sewer would need to be had (to be looked at at time of development), and capacity is available for solid waste. Regarding transportation and traffic, he advised US 17 would be the primary access with an unimproved right-of-way to the north of the property (Frankfort Street) which could serve as potential access as well, and they did not see any negative impacts going to the B-3 zoning, but they would look at the traffic and the access management in more detail once the development plan would come before the City. He advised there was no need to look at public schools and recreation facilities impacts because it was a B-3 zoning which does not provide for such so there is no negative impacts related to such. Mr. Schmucker advised that when the application initially came before them, it was for a C-1 zoning which is a more high intensive zoning which allows for more intensive uses, but they worked with the applicant in bringing it down to a B-3 because it was more compatible for the area.

City Attorney Wohl again pointed out that this is a quasi judicial public hearing and asked Council to disclose any ex parte communications or site visits that they may have had during the application process. He stated Deputy Mayor Frierson will be abstaining from the

vote and will not need to disclose of any ex parte communications or site visits due to her not having a vote on the matter. The record reflected there were no ex parte communications noted.

Councilmember Wertz-Strickland made a motion to have Ordinance 1017 read by title only and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 4/0, approved with Deputy Mayor Frierson abstaining from the vote. At this time, the City Clerk read Ordinance 1017 by title only. Councilmember Wertz-Strickland made a motion to accept Ordinance 1017 and Councilmember Turner seconded the motion.

Councilmember Fink advised he voted for this on first reading because he did not want to impede the process. He stated, however, that he was still very uncomfortable with the way it was done in the first place because there were multiple people being interested in the parcel of land. He further stated that although it is not illegal, it has the appearance, in his opinion, of subterfuge. He referenced one of the maps that had been reviewed and felt that it would change the nature of the neighborhood and he stated that because of those reasons, he could not support the issue. No discussion followed and Mayor Coker instructed the City Clerk to take a roll call vote. The results of the vote were as follows: Councilmember Wertz-Strickland voted in the affirmative, Councilmember Turner voted in the affirmative; Mayor Coker voted in the affirmative, Councilmember Fink voted in the negative and it was 3/1, approved with Deputy Mayor Frierson abstaining from the vote and Councilmember Fink casting the dissenting vote. Mayor Coker stated that this closed the public hearing for Ordinance 1017.

Mayor Coker opened the public hearing for Ordinance 1018 which is a request for rezoning. City Administrator Stewart advised that Mr. Schmucker's presentation covered both Ordinance 1017 and Ordinance 1018. Jeff Schmucker of the Central Florida Regional Planning Council advised Council that the companion zoning for Ordinance 1018 would be for the B-3 zoning which would be compatible with the business future land use. City Attorney Wohl advised that since this was a second public hearing regarding the same property, but a different public hearing, he asked Council to disclose any ex parte communications or site visits that they may have engaged in during the application process. The record reflected there were no ex parte communications noted. Councilmember Wertz-Strickland made a motion to have Ordinance 1018 read by title only and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 4/0, approved with Deputy Mayor Frierson abstaining from the vote. At this time, the City Clerk read Ordinance 1018 by title only. Councilmember Wertz-Strickland made a motion to accept Ordinance 1018 and Councilmember Turner seconded the motion. Councilmember Fink advised he could not support this issue for the same reasons he could not support the preceding issue. No discussion followed and Mayor Coker instructed the City Clerk to take a roll call vote. The results of the vote were as follows: Councilmember Turner voted in the affirmative; Mayor Coker voted in the affirmative, Councilmember Fink voted in the negative, Councilmember Wertz-Strickland voted in the affirmative, and it was 3/1, approved with Deputy Mayor Frierson abstaining from the vote and Councilmember Fink casting the dissenting vote. Mayor Coker stated that this closed the public hearing for Ordinance 1018.

**Agenda Item 8 – Revisions to Chapter 15 (Professional Services – Financial Auditor) and Selection Committee Guidelines (Appendix Form) of the City of Arcadia Purchasing Manual**

City Attorney Wohl reminded Council that at a previous meeting, the City Administrator had called their attention to the need to appoint an audit selection committee to consider retaining either a new auditor or the same depending on the selection committee's determination. He explained that in doing so, staff had reviewed Chapter 15 of the Purchasing Policy Manual which had some very cumbersome restrictions and guidelines as to how the audit selection committee was to be appointed and restrictions on what they could do as an audit selection committee. Mr. Wohl stated that in order to make the process easier for the City Council and the audit selection committee, he had made a number of revisions to the chapter. He explained that any additions appeared as underlined text in the backup material and any deletions appeared as strikethrough. He suggested that if Council had concerns about adding restrictions as to what the audit selection committee can or cannot do, it could be incorporated into any enabling resolution and if the audit selection committee has concerns about how they are going to conduct themselves, they can implement those restrictions themselves. He stated that based on reviewing the four (4) pages of text that are in large part restrictions as to what they can do, he recommended deleting the majority of it as indicated in the material provided to Council. He advised he had also included the selection committee guidelines which are an appendix to the Purchasing Policy Manual and those would also prove burdensome to the audit selection committee. Mr. Wohl stated that because most of what the committee would be doing is covered in Florida Statute 218, there was no need to repeat it in the chapter. Councilmember Wertz-Strickland made a motion to approve the attached revisions and Councilmember Fink seconded the motion. Mr. Stewart thanked City Attorney Wohl for the time and the very professional direction he had taken regarding this matter. No discussion followed and it was unanimously, 5/0, approved.

**Agenda Item 9 – Resolution 2016-10 – Amending Resolution 2014-11 Regarding the Airport Advisory Committee**

City Attorney Wohl stated that at the last meeting, Council had instructed him to return with a draft of a resolution amending Resolution 2014-11 in accordance with their motion. He advised that in Section 3, which would be Section 5 of Resolution 2014-11, he included a requirement that the committee meet for the purpose of organization within thirty (30) days after any appointments have been made. He stated he felt it was appropriate once a new member comes on board for the committee to have the opportunity to restructure it if necessary. Mr. Wohl advised he would not be offended if Council chose to take that out and while it was not included in Council's initial directions, he thought it would be beneficial for the committee. Councilmember Wertz-Strickland made a motion to accept the resolution as it is and Councilmember Fink seconded the motion for discussion. Councilmember Fink stated that as the resolution reads, three (3) of the members must be City residents or own a business within the corporate limits of the City of Arcadia. He pointed out the entire committee could be made up of people that live outside of the City. He stated that he had called for the dissolution of the committee at the last meeting and reminded Council that the committee had not met or advised

Council for fourteen (14) months. Councilmember Fink referenced the discussion at the last meeting regarding ad hoc committees rather than having a standing committee that meets and deals with organizational meetings and tying up staff. Councilmember Wertz-Strickland liked that the City Attorney had included that the committee meet once a year or whenever a new member comes on board for organizational purposes.

When the discussion turned to where members resided and whether they had a business in the city, Rickey Hilton, a member of the Airport Advisory Committee, stated that he lived in the county, but has a business at the airport. He pointed out that while the airport was owned by the City, it was not annexed into the City and he stated he would like for Council to include the airport. City Attorney Wohl stated that Mr. Hilton made a good comment because individuals owning a business at the airport do have a vested interest in what is going on at the airport. Councilmember Fink made an amendment to his motion to change Section 2 to read "The Committee shall be comprised of five (5) members. At least three (3) members shall be residents of the City of Arcadia." He wanted everything else removed from the "or" to the period. Mayor Coker confirmed it would read, "The Committee shall be comprised of five (5) members. At least three (3) members shall be residents of the City of Arcadia. At least one (1) member shall be a resident in the unincorporated area of DeSoto County." City Administrator Stewart asked for clarification that there would be no stipulation on the fifth member and Councilmember Fink agreed. Deputy Mayor Frierson felt they were making too much of this and if there were five (5) qualified members, they should be able to serve if they so desire no matter where they live as long as they live in the County or the City. There was no second to the amended motion. Therefore the amended motion died on the floor. Mayor Coker advised they were back to the original motion and there had been a motion and a second for paragraph four (4) to be as stated. No discussion followed and it was 4/1 approved with Councilmember Fink casting the dissenting vote.

### **Agenda Item 10 – Request for Police Department Vehicles**

Marshal Anderson stated that he had spoke at the last meeting regarding the possibility of purchasing a new vehicle. He advised that since then, a very gracious donor donated Forty Thousand and 00/100 Dollars (\$40,000.00) to the Arcadia Police Department. Therefore, he asked that the department not only be allowed to purchase one (1) vehicle, but purchase two (2) vehicles. He advised that there is enough money in the department budget and referenced the fuel line item which, due to fuel being cheaper, allowed for additional funds to which some of the additional funds would go toward the purchase. He informed Council that the vehicles are approximately Twenty-Eight Thousand Two Hundred Sixty-Two and 00/100 Dollars (\$28,262.00) each when multiplied by two (2) equals Fifty-Six Thousand Five Hundred Twenty-Four and 00/100 Dollars (\$56,524.00) minus the Forty Thousand and 00/100 Dollars (\$40,000.00) leaves a balance of Sixteen Thousand Five Hundred Twenty-Four and 00/100 Dollars (\$16,524.00). City Administrator Stewart advised that the purchasing division of the finance department had reviewed the requested purchase which is on an existing bid with Charlotte County government which had commissioned for their bid to be utilized. He explained that a letter had been provided stating such and said document enables other entities to be able to use the purchasing agreement. He further explained that it had been validated by the finance

department and is appropriate. Councilmember Fink asked the City Administrator if there would be a request for additional law enforcement officers to keep one of the old cars. Mr. Stewart advised he could not tie those things together, but did advise that there was a request for one (1) officer. Councilmember Fink asked if a vehicle with that officer was included in the budget as well. Marshal Anderson advised that for the 2016-17 budget year, he had asked for one (1) officer and two (2) additional new vehicles to start updating much needed vehicles for the department. Councilmember Fink asked if one (1) of these vehicles would serve that officer and Marshal Anderson advised that two (2) vehicles were retired from CID and would be deadlined. Councilmember Fink asked if it would affect the manpower force at all and Marshal Anderson stated that it would not. Councilmember Wertz-Strickland made a motion to approve the purchase of two (2) police interceptors and Councilmember Fink seconded the motion. Deputy Mayor Frierson asked the Marshal to please extend her appreciation to the donor. No discussion followed and it was unanimously, 5/0, approved.

### **COMMENTS FROM DEPARTMENTS**

Marshal Anderson provided Council with the department monthly report. He advised there had been two (2) shootings within the City and both individuals had been arrested. He also reminded everyone that school would be back in session next week and cautioned everyone to pay attention to the school zones. Marshal Anderson advised that the City Administrator, the Finance Director and Councilmember Wertz-Strickland had attended the Bridge the Gap Townhall Meeting and stated he felt it had gone well. He then asked if Council or the general public had any questions or concerns. Deputy Mayor Frierson expressed her appreciation for one of the police officers contacting her regarding something he had noticed on her property. He stated they had received a lot of positive feedback and is planning on having another one in approximately six (6) months. Greg Smith from the public asked if the issue had been looked into regarding the homeless people living behind the Clock Restaurant and Marshal Anderson stated that Code Enforcement had gone over there and contacted Public Works to get it cleaned up.

City Attorney Wohl referenced the Sesco property the City Administrator had brought to Council's attention at the last meeting. He stated the City Administrator had forwarded the title work to him for his review. He advised that the City of Arcadia does not actually own that park, but the reason it is noted as a park was because in plat 1891 that area is marked as a park and when you designate a park area on a plat and do not actually dedicate it to the public, it creates rights in both the public and the private interests that have purchased property in accordance with that plat. He stated that he had spoken with Sesco's attorney and while they want to do a little more due diligence, if they do not find anything that would lead them to believe that the City does not have an interest, then they would come to the City and ask to try to purchase whatever interest the City has. City Administrator Stewart stated that he and the City Attorney had not had the opportunity to discuss this, but the fact of the matter is that taxes had not been paid on the property and he felt the City was owed back taxes if nothing else. City Attorney Wohl stated that they could only go back for seven (7) years and he had mentioned it to the other attorney and the other attorney stated that if they do not own the property outright and considering the City's interest, he was going to recommend his client pay the City for those seven (7) years of back

taxes and whatever reasonable amounts the City asks for. City Attorney Wohl stated that hopefully he will have an update at the next meeting.

Regarding the Department of Health land donation issue, City Attorney Wohl advised that at the last meeting, Council had approved a ten (10) year reversion on the parcel to the east of the Department of Health which the County would like to keep open as a green space area. He advised that he had spoken with the County Attorney and they seemed to be fine with it. Accordingly, Mr. Wohl referenced the proposed Quit Claim Deed that had been provided to Council for their review which dealt with both the small sliver on the map that should have already been conveyed to the County and also the property to the east which is Lots 9, 10, 11, 12 and 13. He advised that parcel one on the map is the little sliver and parcel two is the property to the east. He advised that he wanted Council's approval tonight and then he would forward it to the County Attorney to be placed on the County's agenda for their acceptance and only when they accept it on their form will the City execute the deed and deliver it to the County. He pointed out that under parcel two, the City is reserving an easement for installation, operation and maintenance for utility lines. City Attorney Wohl addressed the restrictions to parcel two only (parcel one was not relevant because it was what should have already been conveyed) and stated there was a use restriction that the County will maintain the property in its natural condition as a public park area and if they should demolish the current Department of Health building, if anything interferes with the City's utility lines, that the County will do it at their expense. He then addressed the revision section which stated that if they do not construct a new Department of Health building within ten (10) years, then the property would revert back to the City. Councilmember Fink made a motion to approve the deed and Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

City Administrator Stewart stated that he and the airport liaison, Shelley Peacock, had discussed improvements to the airport. He advised of a paving problem with the ramps around the t-hangars and stated it was severely deteriorating and stated they would work together with the FAA or FDOT regarding a grant for repaving of the ramps around the t-hangars.

As to the Rodeo Association regarding the utility connections and whether they would be willing to annex into the City, City Administrator advised he had met with Mr. Don Neu who represents the Rodeo Association and the board is willing to annex into the City. He advised that the next step was for the City Attorney and himself to determine whether they meet the geographical requirements as far as being contiguous.

He then addressed the paving project regarding the area of Hodges, O'Leary and Sunset. Mr. Stewart advised quite a bit of the work had been done and asked for Public Works Director Steve Underwood to step to the podium. Mr. Stewart stated that he was grateful to Mr. Underwood for the management he had exercised on this project. Regarding the intersection where Hodges and Johnson comes together, Mr. Underwood advised that particular intersection was not included, but he had contacted Mr. Stewart for approval to go ahead and do the entire intersection rather than just the two (2) sides of it. Mr. Stewart explained that it was accomplished because they get unit pricing and as a result of such, another change was made. He stated they had originally got approval to do Lincoln, Potter and McKinley in the southwest

section and as a part of that, it required replacements of bridge culverts on all three (3) of those streets. One (1) got done, but unfortunately those projects were not an immediate part of the roadway project. They were separate projects out of the stormwater project and the project on Potter got done late in the dry season. As the rainy season began, there was a washout and all of the grass that had been put down got washed out again and it had to be redone. The decision to not do the other two (Lincoln and McKinley) was made because of all of the rain. So, the paving that was to be done there which equaled about eighteen hundred (1800) feet of unit pricing was switched over to do another road in the southwest section from Magnolia going south on Manatee crossing Pine and all the way to Palmetto to include the entire intersection at Palmetto. Mr. Stewart explained that what was picked up in linear feet would be used to handle the other piece as well.

City Administrator Stewart advised there is another project regarding a complaint received by the School Board and it will be brought to Council separately. He advised the same contract will be used, but it will be a change order because it will be an additional amount. He further advised that there is money in the budget (reserves) to do it. Public Works Director Underwood informed Council that it was on LaSolona between Charles and El Verano. Mr. Stewart explained that because the sub-base is inferior, all of the buses have created ruts that are caving in the side of the road. He stated they would like to get it done before the school year starts.

Mr. Stewart advised that he and Mayor Coker had attended a brown field symposium and came back charged up to get some things done which included the livestock market. He informed Council that six (6) months after the phase one (1) assessment was done, it was no longer valid so it will have to be redone. He advised that because no action was taken, the EPA cannot say the site has not been further contaminated since it was done, so they are requiring that phase one (1) be done again. City Administrator Stewart informed Council that he had noticed in an e-mail that the Central Florida Regional Planning Council (CFRPC) had received an award from the EPA for area-wide plans on dealing with brown fields. He advised that he had spoken with them and they are putting together a proposal for a grant request to create an area-wide plan. Mr. Stewart stated that instead of just dealing with the contamination on the site, the EPA has recognized that these things are drivers for changing communities. He explained they are using a small area as a catalyst and then from that using it to drive other improvements in the neighborhood so that the work that is done in resolving the brown field has a wider impact. Mr. Schmucker advised it was an area-wide plan that has a focus on real or perceived brown fields. He stated that it was an area that ideally has a catalyst site within and there are stakeholders and other supporters from the community who come together to identify those needs within the community, identify a catalyst site for redevelopment that would have environmental, social and economic impacts for the greater area. Mr. Stewart advised that the timeline on this was August 10, 2016 to submit the grant proposal, but CFRPC has already started working on it. He informed Council that this would also include a part of the county and the county will be working together as a partner on it. He asked Council for their permission to submit the grant and stated that he thought extremely highly of CFRPC and that they are the best and most well-run regional planning council he had ever worked with. Councilmember Fink made a motion for approval to allow staff to apply for the grant and Councilmember Wertz-Strickland seconded the

motion. No discussion followed and it was unanimously, 5/0, approved. Mr. Schmucker thanked the City Administrator for the accolades.

**PUBLIC**

Ken Clark of the Special Olympics presented the City with a picture of the athletes and City Officials during the golf games held on June 22, 2016 at the City Golf Course.

**MAYOR AND COUNCIL REPORTS**

Councilmember Wertz-Strickland stated that she hoped that in the length of time from the last meeting to this meeting that Councilmembers had had the time to meet with City Administrator Stewart regarding his evaluation. She felt it should be placed on the agenda for the next meeting.

**ADJOURN**

Councilmember Wertz-Strickland made a motion to adjourn and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Having no further business at this time, the meeting was adjourned at approximately 7:51 P.M.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

ATEST:

By:

\_\_\_\_\_  
Susan Coker, Mayor

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

# AGENDA No. 2



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

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DEPARTMENT: Airport

SUBJECT: City of Arcadia Municipal Airport Report

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**RECOMMENDED MOTION:** Approval of City of Arcadia Municipal Airport Report for the month of June 2016 as presented.

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SUMMARY:

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

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

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Department Head: Shelley Peacock 

Date: 8/5/16

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart 

Date: 8-8-16

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



# City of Arcadia Municipal Airport

## Monthly Flowage Report- June 2016

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To: City Council

Date: August 5, 2016

From: Shelley Peacock

AVFuel gallons sold for June 1,848.90 (including Eagle Vistas)

Eagle Vistas Gallons Pumped 382.94

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

**1,465.96 /\$.07=\$102.61**

Hangar Rent	\$ 6953.87
Late Fees Collected	\$ 0.00
Vehicle Parking- \$ 30.00/5%	\$1.50
Eagle Vistas LLC (Butler Building)	\$ 1,120.15
Eagle Vistas LLC (FBO Agreement w/ partial waiver)	\$ 844.58
Eagle Vistas Agreement w/Dean Ott \$300.00/5% (Butler Building)	\$13.95
Tie Downs	\$95.00/50%=\$47.40

**Total \$9,084.86**

**\*Special Notes\***

Fuel operations in manual mode this month from lightning storm hitting fuel farm.

B2- rent past due, & A-10 past due

May \$10,514.50

**-1,429.64**

# AGENDA No. 3



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

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DEPARTMENT: Human Resources

SUBJECT: City Administrator Performance Evaluation

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RECOMMENDED MOTION: No motion needed. For report only.

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SUMMARY: Attached report details the City Administrator Performance Evaluation for the time of June 2015 – June 2016.

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

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

---

Department Head: Linda Lowe

Date: 08/08/2016

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart

Date: 8-8-16

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

# REPORT

## CITY ADMINISTRATOR PERFORMANCE EVALUATION

**RATING CRITERIA:** E - Exceeds Expectations  
M – Meets Expectations  
NI – Needs Improvement

<b>CRITERIA</b>	<b>TOTAL RESPONSES</b>	<b>PERCENTAGE</b>
Communication Skills	15 Possible	
Exceeds Expectations	15	100%
Meets Expectations	0	
Needs Improvement	0	
Interpersonal Skills/Relationships	40 Possible	
Exceeds Expectations	26	65%
Meets Expectations	14	35%
Needs Improvement	0	
Leadership	45 Possible	
Exceeds Expectations	37	82%
Meets Expectations	8	18%
Needs Improvement	0	
Planning	25 Possible	
Exceeds Expectations	19	76%
Meets Expectations	6	24%
Needs Improvement	0	
Management/Staff	25 Possible	
Exceeds Expectations	22	88%
Meets Expectations	3	12%
Needs Improvement	0	
Overall Rating	150 Possible	
Exceeds Expectations	119	79%
Meets Expectations	31	21%
Needs Improvement	0	

# AGENDA No. 4



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: August 16, 2016

DEPARTMENT: Administration

SUBJECT: Appointments to the Airport Advisory Committee

**RECOMMENDED MOTION: Motion to approve or deny the applications of Joseph DuCette, Douglas Deal, Ernest J. Hewett, III, Ronald McDonald and Glenn Walker to the Airport Advisory Committee.**

SUMMARY: Joseph DuCette, Douglas Deal, Ernest J. Hewett, III, Ronald McDonald and Glenn Walker have applied to serve on the Airport Advisory Committee. Pursuant to Resolution 2016-10 which was approved at the August 2, 2016 City Council meeting, the committee is to be comprised of five (5) members and currently there is one (1) vacancy on the committee. Resolution 2016-10 states at least three (3) members shall be residents of the City of Arcadia or own a business located within the corporate limits of the City of Arcadia. At least one (1) member shall be a resident in the unincorporated area of DeSoto County.

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: Terry Stewart

Date: 8-8-16

COUNCIL ACTION:  Approved as Recommended

Disapproved

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

Approved with Modifications



BOARD APPLICATION

Please Print

Board Preference: Airport Advisory Committee

Name: Joseph (Joe) DuCette

Date: 9-1-15

Home Address: 10365 SE CR 163

Zip: 34246

Phone: [REDACTED] ( ) Home (X) Mobile

Yrs of Arcadia residency: 10 years

Occupation: Metal Buildings sales/Estimator Name of Business: Trident Building Systems

Business Address: 2812 Tellevast Rd. Sarasota 34243

Business Phone: 941-755-7043 Bus. Fax \_\_\_\_\_ Email: joduce@yahoo.com

Are you retired? ( ) Yes (X) No If yes, from what? \_\_\_\_\_

Are you currently serving on a City Board? ( ) Yes (X) No If yes, which one? \_\_\_\_\_

Educational Background: High School diploma 214 Insurance licence inactive

Civic Organizations: \_\_\_\_\_

Why do you desire to serve on this Board? Planes have been a life long hobby of mine and I have extensive knowledge of hangar construction and door installation

List Name, Address & Phone Number for three personal references:

- 1) Terry Hill 3288 NE Appalosa [REDACTED]  
Arcadia
- 2) Willie Petrat Carmela Way Bradenton
- 3) Dellus Thompson N. Manatee Ave Arcadia

Joe DuCette  
Applicant's Signature



ATTEN: PENNY DELANEY

BOARD APPLICATION

Please Print

Board Preference: ARCADIA AIRPORT ADVISORY BOARD

Name: DOUGLAS DEAL Date: 7.18.2016

Home Address: 3202 E. YACHT DR. OAK ISLAND, NC 28465  
1 ELVERANO ARCADIA, FL Zip: 34366

Phone: [REDACTED] ( Home) ( Mobile) Yrs of Arcadia residency: 4

Occupation: RETIRED Name of Business: DEAL ASSOC. INC & DEAL OF NCL

Business Address: 245 SEMORA RD ROXBORO, NC 27573

Business Phone: 336 599-DEAL Bus. Fax 336 598-0297 Email: two.deal@gmail.com

Are you retired? ( Yes) ( No) If yes, from what? ABOVE DEAL ASSOC.

Are you currently serving on a City Board? ( Yes) ( No) If yes, which one? \_\_\_\_\_

Educational Background: CLEVELAND ENGINEERING

Civic Organizations: NONE NOW

Why do you desire to serve on this Board? I HAVE BEEN A MEMBER OF THE FRIENDS OF ARCADIA AIRPORT SINCE 2012, I FLY & OWN A PLANE, I FLY TO AIRPORTS FROM NEW MEXICO TO EAST COAST AND KNOW WHAT IS GOOD ABOUT AN AIRPORT AND WHAT IS NOT GOOD

List Name, Address & Phone Number for three personal references:

1) GEORGE CHASE ARCADIA, FL [REDACTED]

2) RICKY HELTON ARCADIA, FL [REDACTED]

3) EUGENE (BROTHER) TURNER ARCADIA, FL [REDACTED]

[Signature]  
Applicant's Signature



BOARD APPLICATION

Please Print

Board Preference: Arcadia Airport Advisory Committee

Name: Dr. Ernest James Hewett III Date: 07/08/2016

Home Address: 3587 NW Poultry Street Zip: 34266

Phone: [REDACTED] ( ) Home (X) Mobile Yrs of Arcadia residency: 26-yrs

Occupation: Consulting Systems Engineer Name of Business: WayOut Enterprises

Business Address: 3587 NW Poultry Street, Arcadia, Florida 34266

Business Phone: 863-993-5805 Bus. Fax \_\_\_\_\_ Email: \_\_\_\_\_

Are you retired? ( ) Yes (X) No If yes, from what? \_\_\_\_\_

Are you currently serving on a City Board? (X) Yes ( ) No If yes, which one? AAAC

Educational Background: Ph.D. - Michigan State University - Agricultural Engineering

Civic Organizations: BPO of Elks, Optimist International, DeSoto County Republican Executive Committee

Why do you desire to serve on this Board? I possess an ATP certificate, former city engineer with oversight of the airport, including designed/building of several hangars and own a multi-engine Piper Seneca II - stored in a hangar at the Arcadia Municipal Airport.

List Name, Address & Phone Number for three personal references:

- 1) Edward J. Strube 505 West Hickory Street, Arcadia, FL [REDACTED]
- 2) Kathryn J. Hill C.F.C 201 East Oak Street, Arcadia, FL [REDACTED]
- 3) Judge Don T. Hall 115 East Oak Street, Arcadia, FL [REDACTED]

Ernest James Hewett III  
Applicant's Signature



# BOARD APPLICATION

Please Print

Board Preference: Arcadia Airport Advisory Committee

Name: Ronald B. McDonald

Date: 7-18-2016

Home Address: 1529 SW County 6601 Arcadia Fl.

Zip: 34266

Phone: [Redacted]  Home  Mobile

Yrs of Arcadia residency: 60

Occupation: Rancher Aircraft Mech Name of Business: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_ Bus. Fax: \_\_\_\_\_ Email: rkranch@centurylink.net

Are you retired?  Yes  No If yes, from what? American Airlines Aircraft Technician

Are you currently serving on a City Board?  Yes  No If yes, which one? \_\_\_\_\_

Educational Background: Graduate, DuSoto High, George T. Baker Aviation Tech, <sup>School</sup> Miami.

Civic Organizations: Fla Cattlemans Assn, Farm Bureau, Silver Wings Fraternity, AOPA, EAA,

Why do you desire to serve on this Board? To help continue on the progress in making our airport a more user friendly airport. I feel my aviation experience could be beneficial to the advisor board.

List Name, Address & Phone Number for three personal references:

- 1) Jim Langford 11506 Grove Lane, Seffner Fl 33584 [Redacted]
- 2) Ricky Hilton \_\_\_\_\_ [Redacted]
- 3) Glenda Lewis P.O. Box 1886 Arcadia Fl. 34265 [Redacted]

Ronald B. McDonald  
Applicant's Signature



BOARD APPLICATION

Please Print

Board Preference: AAAC

Name: Cleon D. Walker Date: 7-7-16
Home Address: 675 N. Sunrise Ave Zip: 34266
Phone: [redacted] Yrs of Arcadia residency: 55
Occupation: Shop Owner Name of Business: Meyer Radiator
Business Address: 135 Oak Ridge Drive
Business Phone: 494-3433 Bus. Fax: Email: gw78garman@yahoo
Are you retired? ( ) Yes (X) No If yes, from what?
Are you currently serving on a City Board? (X) Yes ( ) No If yes, which one? AAAC
Educational Background: High School
Civic Organizations:

Why do you desire to serve on this Board? Because I worked there in the mid 70's when it was a very busy Airport and would like to make it that way again

List Name, Address & Phone Number for three personal references:

- 1) John Clemens First State Bank [redacted]
2) David Carlton Attorney [redacted]
3) T.L. (Terry) Waller Retired (Landowner) [redacted]

[Signature]
Applicant's Signature

# AGENDA No. 5



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

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DEPARTMENT: Airport  
SUBJECT: FDOT- Tractor Joint Participation Agreement  
FPN 439794-1-94-01 Contract No. GOD 82

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**RECOMMENDED MOTION:** Approve Resolution No. 2016-11 authorizing signature on the Joint Participation Agreement accepting \$100,000.00 FDOT funding for a new tractor and mower for the airport.

---

**SUMMARY:** Airport advised FDOT of the airport tractor that had been down for repairs a greater period of time than it is functioning. This grant was selected due to the age of the current tractor and the safety of the airport when the grass is high. This is a 100% State Funded Joint Participation Grant.

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

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

---

Department Head: Shelley Peacock 

Date: 8-8-16

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart 

Date: 8-8-16

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

## RESOLUTION 2016-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, FOR APPROVAL OF AND AUTHORITY TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION - FINANCIAL PROJECT NUMBER 439794-1-94-01 FOR THE PURCHASE OF A TRACTOR AND MOWER FOR USE AT THE ARCADIA MUNICIPAL AIRPORT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR EFFECTIVE DATE.**

WHEREAS, the City of Arcadia, Florida (the "City") and the Florida Department of Transportation wish to enter into a Joint Participation Agreement - Financial Project Number ("FPN") 439794-1-94-01 (the "Agreement") for the purchase of a tractor and mower for use at the Arcadia Municipal Airport (the "Project"), as authorized by Chapter 332, *Florida Statutes*, and Florida Administrative Code 14-60; and

WHEREAS, the City Council of the City of Arcadia, Florida (the "City Council") has determined that the terms and conditions as stated in the Agreement are fair and reasonable to the City; and

WHEREAS, the City Council deems the Project to be in the best interests of the City.

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

**Section 1. Approval of the Agreement.** That Joint Participation Agreement - FPN 439794-1-94-01 is approved.

**Section 2. Authority to Execute the Agreement.** The City Administrator is authorized to enter into, modify, or terminate the Joint Participation Agreement - FPN 439794-1-94-01 with the Florida Department of Transportation, unless such authority is specifically rescinded.

**Section 3. Severability.** If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or provision shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon passage and adoption by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA,  
FLORIDA, in regular session this 16th day of August, 2016.**

ATTEST:

CITY OF ARCADIA, FLORIDA

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

\_\_\_\_\_  
Susan Coker, Mayor

APPROVED AS TO FORM:

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

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

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PUBLIC  
TRANSPORTATION  
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<b>Financial Project Number(s):</b> <small>(Item-segment-phase-sequence)</small> <u>439794-1-94-01</u>	<b>Fund:</b> <u>010</u>	<b>FLAIR Category:</b> <u>088719</u>
	<b>Function:</b> <u>215</u>	<b>Object Code:</b> <u>751000</u>
	<b>Federal Number:</b> <u>N/A</u>	<b>Org. Code:</b> <u>55012020129</u>
<b>Contract Number:</b> <u>G0D82</u>	<b>DUNS Number:</b> <u>80-939-7102</u>	<b>Vendor No.:</b> <u>F596000266021</u>
<b>CFDA Number:</b> <u>N/A</u>	<b>Agency DUNS No.:</b> <u>03-968-3735</u>	<b>CSFA Number:</b> <u>55.004</u>
		<b>CSFA Title:</b> <u>Aviation Development Grants</u>
<b>CFDA Title:</b> <u>N/A</u>		

THIS JOINT PARTICIPATION AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), and City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before December 31, 2017 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the Project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.006, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in a tractor - mower project at the Arcadia Municipal Airport

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

**1.10 Exhibits.** A, B, C, and D are attached and incorporated into this Agreement.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

**2.00 Accomplishment of the Project:**

**2.10 General Requirements.** The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law.** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency.** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

**2.40 Submission of Proceedings, Contracts and Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.

**3.00 Total Project Cost.** The total estimated cost of the Project is \$100,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

**4.00 Project Costs Participation and Eligibility:**

**4.10 Department Participation.** The Department agrees to maximum participation, including contingencies, in the Project in the amount of \$100,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.11 Agency Participation (Non-State Sources).** The Agency agrees to minimum participation, including contingencies, in the Project in the amount of \$0.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

**4.12 Federal Awards.** The Agency, a non-federal entity,  is  is not a recipient of a federal award, as detailed in Exhibit "B."

**4.20 Project Cost Eligibility.** Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
- b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

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PUBLIC  
TRANSPORTATION  
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**4.30 Front End Funding.** Front end funding  is  is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

**5.00 Project Budget and Payment Provisions:**

**5.10 The Project Budget.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

**5.20 Payment Provisions.** Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.00 Accounting Records:**

**6.10 Establishment and Maintenance of Accounting Records.** The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**6.20 Costs Incurred for the Project.** The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

**6.30 Documentation of Project Costs.** All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**6.40 Checks, Orders, and Vouchers.** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**6.50 Audits.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**1. Federal Funded**

- a)** In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b)** The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i.** In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit A, B, C, and D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii.** In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**2. State Funded**

- a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
- b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A, B, C, and D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and

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elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**6.60 Insurance.** Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

**7.00 Requisitions and Payments:**

**7.10 Action by the Agency.** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District One Public Transportation Office 801 North Broadway Avenue, Bartow, Florida, 33830, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

**7.11 Deliverables.** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

**7.12 Invoices.** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

**7.13 Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

**7.14 Travel Expenses.** Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor *Travel Form No. 300-000-06*. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

**7.15 Property Acquisition.** For real property acquired, submit:

- a) The date the Agency acquired the real property.
- b) A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**7.20 The Department's Obligations.** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

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- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b) There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
- c) The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**7.30 Disallowed Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

**7.40 Payment Offset.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**8.00 Termination or Suspension of Project:**

**8.10 Termination or Suspension Generally.** If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**8.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

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**8.12 Access to Documents and Materials.** The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

**9.00 Audit and Inspection.** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

**10.00 Contracts of the Agency:**

**10.10 Third Party Agreements.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

**10.20 Procurement of Personal Property and Services:**

**10.21 Compliance with Consultants' Competitive Negotiation Act.** It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

**10.22 Procurement of Commodities or Contractual Services.** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

**10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance

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with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**10.40 Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

**11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**11.10 Equal Employment Opportunity.** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**11.20 Title VI - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**11.30 Title VIII - Civil Rights Act of 1968.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

**11.40 Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**11.50 Prohibited Interests.** The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the

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Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.

- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**11.60 Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**12.00 Miscellaneous Provisions:**

**12.10 Environmental Regulations.** Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**12.20 Department Not Obligated to Third Parties.** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**12.30 When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**12.40 Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**12.50 Bonus or Commission.** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**12.60 State or Territorial Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**12.70 Use and Maintenance of Project Facilities and Equipment.** The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.

**12.71 Property Records.** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

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**12.80 Disposal of Project Facilities or Equipment.** If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

**12.90 Contractual Indemnity.** To the extent provided by Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**13.00 Plans and Specifications.** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a) All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b) The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c) The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d) The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

**14.00 Project Completion, Agency Certification.** The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

**15.00 Appropriation of Funds:**

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**15.10 Contingency of Payment.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**15.20 Multi-Year Commitment.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**16.00 Expiration of Agreement.** The Agency agrees to complete the Project on or before December 31, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**16.10 Final Invoice.** The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

**17.00 Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**18.00 Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**19.00 Restrictions on Lobbying:**

**19.10 Federal.** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

**19.20 State.** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

**20.00 Vendors Rights.** The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

**21.00 Restrictions, Prohibits, Controls, and Labor Provisions.** During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) 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 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:**

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term.

**24.00 Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**25.00 Maintenance of Project.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

**26.00 Federal Grant Number.** If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

**PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

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

AGENCY

DEPARTMENT

City of Arcadia

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

Chris Smith

TITLE Director of Transportation Development

*9/26/16  
7/26/16*

SIGNATURE

LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

TITLE

See attached Encumbrance Form for date of  
Funding Approval by Comptroller

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 referenced by the above Financial Project Number.

**PROJECT LOCATION:** Arcadia Municipal Airport

**PROJECT DESCRIPTION:** *Tractor - Mower*

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required by the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The plans and specifications review required by the Agreement shall include an Engineer Certification and compliance with Department requirements as outlined in Exhibit "C."

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database <http://www.florida-aviation-database.com/> filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

<http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf>

**Narrative:**

The current tractor is used by a city employee to mow the airport. The tractor is a 1989 Ford Tractor that has been serviced and repaired more often than its running time. This last break has caused us to seek further for a request for funds.

**Justification:** During the time the tractor is down, this causes a visual impact for safety at our airport. When the grass is high the runway signs are not visible and this can cause traffic to be at high risk for an accident.

**Design Phase**

1. The Agency must submit a signed copy of an agreement between the Agency and its third-party consultant, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the third-party consultant. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
  - a. Percentage Completed. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
  - b. Completed Tasks. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

**Construction Phase**

4. The Agency must submit a signed copy of an agreement between the Agency and its contractor, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the contractor. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
  - a. Percentage Completed. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
  - b. Completed Tasks. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 referenced by the above Financial Project Number.

Expiration Date: December 31, 2017

Project funds are programmed in the Department's Work Program in the following fiscal year(s):

		<b>Fiscal Year 2017</b>
State funding (DDR)	(100%)*	\$100,000.00
	Total	\$100,000.00

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

Such funds, which are not expended by the date indicated, shall be forfeited by the agency. Invoices shall be submitted at a minimum of every 6 months or the project funds are subject to deletion.

The State of Florida performance and obligation to pay under this agreement is contingent on an annual appropriation by the Legislature. The reimbursement amount is limited by the Department participation levels and fiscal years reflected in this Exhibit.

\*Eligible project costs will be reimbursed at 100% based on requested waiver of the match requirement through the Rural Economic Development Initiative (REDI).

**EXHIBIT "C"**  
**AVIATION PROJECT REQUIREMENTS & PROGRAM ASSURANCES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 referenced by the above Financial Project Number.

**A. General**

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification**

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

**a. Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

**b. Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning

- Guidelines for Plan Development

**2. Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

**a. Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

**3. Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

**a. Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

**b. Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

### **C. Agency Authority**

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

### **D. Agency Responsibilities**

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

#### **1. Accounting System**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

#### **2. Good Title**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of

the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers**

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation**

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

**8. Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements

identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

#### **9. Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

#### **10. Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

#### **11. Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

#### **12. Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

### **13. Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

### **14. Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

### **15. Federal Funding Eligibility**

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

## **20. Consultant, Contractor, Scope, and Costs**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

## **21. Planning Projects**

If this project involves planning or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

## 22. Land Acquisition Projects

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

**d. New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

**e. Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

**f. Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

**23. Construction Projects:** The Agency assures that it will:

**a. Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

**b. Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

**d. Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

**24. Noise Mitigation Projects:** The Agency assures that it will:

**a. Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

**b. Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

**25. Requests for Reimbursement (Invoice Submittals):** In accordance with Section 215.422 Florida Statutes and this Agreement:

**a. Required Submittal Format**

The Agency shall submit invoices on forms provided by the Department and prepared in accordance with instructions given by the Department. Back-up documentation will include the appropriate items necessary to verify costs incurred and the eligibility of said costs.

**b. Approval of Submittal**

Goods or services received under this agreement shall be approved/disapproved by the Department no later than five (5) working days after receipt, by the District Public Transportation Office, of a properly prepared and submitted invoice. Should the invoice be incomplete or incorrect, the Department shall inform the Agency within five (5) working days of receipt and return the invoice for corrections.

**26. Third Party Contracts:** The Department must approve third party contracts except that written approval is hereby granted for:

a. Contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved project scope and/or quantities.

b. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.

c. Contracts, purchase orders, and construction change orders that exceed the current JPA budget, provided they are within the threshold limits of Category Three, as defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities.

**27. Force Account Work:** "Force Account Work" by the Agency utilizing their own forces and equipment must be approved in writing by the Department prior to performance.

**EXHIBIT D**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 referenced by the above Financial Project Number.

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Development Grants  
**CSFA Number:** 55.004  
**\*Award Amount:** \$ 100,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.004 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES  
AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.004 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:  
<https://apps.fldfs.com/fsaa/compliance.aspx>

# AGENDA No. 6



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date:

August 16, 2016

DEPARTMENT: Administration  
SUBJECT: Rental south half of old Police building

**RECOMMENDED MOTION: Motion to approve a lease with Mr. Tim Vowels for use of 1,210 sq. ft. in the south side of the old police building at 17 N. Polk Avenue in the annual amount of \$704.17 per month.**

**SUMMARY:**

1. As City Council was reviewing properties owned by the city and determining possible uses for properties not now in use, it was decided to lease it if possible.
2. Mr. Tim Vowels, a local business person expressed an interest in renting a part of the building to use as an office. Staff has worked together with him to identify square footage and lease terms as presented within the attached lease.
3. Since there is only one electrical meter on the building, electric will be included in the lease.
4. The tenant will be responsible for routine maintenance and minor repairs. The city will be responsible for all major repair items.
5. The tenant will be responsible for building a separation wall and for any modification to fit his needs.
6. The lease is a two year lease with one additional two year option. If either party does not choose to renew, notification must be provided at least 180 days prior to the end of the lease, otherwise the lease will automatically renew for a second two year period.

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: Terry Stewart  Date: 8-8-2016

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

# DEPARTMENT REPORTS

CITY OF ARCADIA  
SUMMARY OF ALL FUNDS  
AS OF AUGUST 6, 2016

**REVENUES:**

FUND:	AMENDED BUDGET	ACTUAL REVENUE	REMAINING	% REC'D
<i>GENERAL FUND:</i>	4,836,924	4,161,315	675,609	86.0%
<i>SM. CTY SURTAX/ CAP IMP.:</i>	428,136	422,047	6,089	98.6%
<i>ROAD / STREET PROJECTS</i>	1,144,764	1,144,764	0.00	100.0%
<i>MCSWAIN RESTORATION</i>	544,726	544,726	0.00	100.0%
<b><u>ENTERPRISE FUNDS:</u></b>				
<i>WATER/SEWER FUND:</i>	5,326,915	3,964,034	1,362,881	74.4%
<i>SOLID WASTE FUND:</i>	793,799	694,549	99,250	87.5%
<i>AIRPORT FUND:</i>	283,452	227,018	56,434	80.1%
<b>TOTAL ALL FUNDS:</b>	<b>13,358,716</b>	<b>11,158,453</b>	<b>2,200,263</b>	<b>83.5%</b>

**EXPENSES**

FUND:	BUDGETED EXPENSES	ACTUAL EXPENSES	REMAINING	% USED
<i>GENERAL FUND:</i>	4,836,924	3,776,578	1,060,346	78.1%
<i>SM. CTY SURTAX/ CAP IMP.:</i>	428,136	99,718	328,418	23.3%
<i>ROAD / STREET PROJECTS</i>	1,144,764	640,157	504,607	55.9%
<i>MCSWAIN RESTORATION</i>	544,726	464,235	80,491	85.2%
<b><u>ENTERPRISE FUNDS:</u></b>				
<i>WATER/SEWER FUND:</i>	5,326,915	2,909,641	2,417,274	54.6%
<i>SOLID WASTE FUND:</i>	793,799	551,681	242,118	69.5%
<i>AIRPORT FUND:</i>	283,452	79,745	203,707	28.1%
<b>TOTAL ALL FUNDS:</b>	<b>13,358,716</b>	<b>8,521,755</b>	<b>4,836,961</b>	<b>63.8%</b>

CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 6, 2016

GENERAL FUND REVENUES		AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
<b>AD VALORUM TAXES</b>					
Ad Valorem Taxes - Current		1,473,256	1,430,814	42,442	97.1%
Ad Valorem Taxes - Delinquent		-		-	0.0%
Interest on AD Valorem Tax		-	85	(85)	100.0%
Tax Certificate Sales		-	109,077	(109,077)	0.0%
<b>Total AD Valorem Taxes</b>		<b>1,473,256</b>	<b>1,539,976</b>	<b>(66,720)</b>	<b>104.5%</b>
<b>SALES &amp; USE TAX</b>					
State Local Option Fuel Tax New (1-5 Cent Tax)		88,274	76,383	11,891	86.5%
Gas Tax 5 & 6 Cents (1-6 Cent Tax)		181,642	153,897	27,745	84.7%
<b>Total Sales &amp; Use Tax</b>		<b>269,916</b>	<b>230,280</b>	<b>39,636</b>	<b>85.3%</b>
<b>FRANCHISE FEES</b>					
Electricity Franchise		400,000	362,393	37,607	90.6%
<b>Total Franchise Fees</b>		<b>400,000</b>	<b>362,393</b>	<b>37,607</b>	<b>90.6%</b>
<b>UTILITY SERVICE TAX (PST)</b>					
Electricity Utility Tax		300,000	310,007	(10,007)	103.3%
Water Utility Tax		107,000	123,120	(16,120)	115.1%
Gas Utility Tax		20,000	13,509	6,491	67.5%
Communications Service Tax		227,125	164,764	62,361	72.5%
<b>Total Utility Service Tax</b>		<b>654,125</b>	<b>611,400</b>	<b>42,725</b>	<b>93.5%</b>
<b>OTHER GENERAL TAXES</b>					
Local Business Tax Receipts		40,000	22,334	17,666	55.8%
<b>Total Other General Taxes</b>		<b>40,000</b>	<b>22,334</b>	<b>17,666</b>	<b>55.8%</b>
<b>OTHER REVENUES</b>					
Cemetary Lots		9,000	14,247	(5,247)	158.3%
Land Sales		-	7,500	(7,500)	
<b>Total Other Revenues</b>		<b>9,000</b>	<b>21,747</b>	<b>(12,747)</b>	<b>158.3%</b>
<b>BUILDING PERMITS</b>					
Building Permits		5,000	11,385	(6,385)	227.7%
<b>Total Building Permits</b>		<b>5,000</b>	<b>11,385</b>	<b>(6,385)</b>	<b>227.7%</b>

CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 6, 2016

GENERAL FUND REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
<b>OTHER LICENSES &amp; PERMITS</b>				
Zoning Fees	2,750	400	2,350	14.5%
Maps	-	-	-	0.0%
Other Licenses & Permits	6,000	795	5,205	13.3%
<b>Total Other Licenses &amp; Permits</b>	<b>8,750</b>	<b>1,195</b>	<b>7,555</b>	<b>13.7%</b>
<b>FEDERAL GRANTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204	32,646	(3,442)	111.8%
Rural Investigation Grant	-	-	-	0.0%
JAGC 2016-DESO-2 R3-097 GRANT	8,437	8,363	74	0.0%
JAGC 2015 1 R1 003 BODY CAMERA GRANT	-	-	-	0.0%
<b>Total Federal Grants</b>	<b>37,641</b>	<b>41,009</b>	<b>(3,368)</b>	<b>108.9%</b>
<b>STATE GRANTS</b>	<b>AMENDED BUDGET</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	-	-	-	0.0%
Hurricane Grant	-	-	-	0.0%
<b>Total State Grants</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>STATE SHARED REVENUES</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
State Half Cents Sales Tax	268,692	239,759	28,933	89.2%
State Shared Motor Fuel	66,176	53,851	12,325	81.4%
State Shared Sales Tax	213,048	173,373	39,675	92.7%
Mobile Home License	2,500	2,318	182	92.7%
Alcoholic Beverage Licenses	3,300	4,731	(1,431)	143.4%
State of FL Lighting Maintenance Agreement	44,498	44,498	-	100.0%
State of FL Traffic Light Maintenance Agreement	43,168	43,168	-	100.0%
State of FL Pension Contribution	-	-	-	0.0%
<b>Total State Shared Revenues</b>	<b>641,382</b>	<b>561,698</b>	<b>79,684</b>	<b>87.6%</b>
<b>SHARED REVENUES FROM LOCAL UNITS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
School Guard Crossing - School Board	18,000	13,940	4,060	77.4%
DeSoto County Business Tax	1,500	2,275	(775)	100.0%
<b>Total Shared Revenue from Local Units</b>	<b>19,500</b>	<b>16,215</b>	<b>3,285</b>	<b>83.2%</b>

CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 6, 2016

GENERAL FUND REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
<b>PUBLIC SERVICE REVENUE</b>				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	239,980	-	239,980	0.00%
Accident Reports	900	1,787	(887)	198.56%
Code Enforcement Fees	1,000		1,000	0.00%
<b>Total Public Safety Revenue</b>	<b>241,880</b>	<b>1,787</b>	<b>240,093</b>	<b>0.74%</b>
CULTURE/RECREATION	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
<b>GOLF COURSE &amp; PRO SHOP</b>				
Golf Course Green Fees	75,000	68,214	6,786	91.0%
Cart Rentals	100,000	81,674	18,326	81.7%
Golf Course Membership Fees	100,000	67,916	32,084	67.9%
Pro Shop & Food and Beverage	60,000	27,281	32,719	45.5%
<b>Total Golf Course &amp; Pro Shop</b>	<b>335,000</b>	<b>245,085</b>	<b>89,915</b>	<b>73.2%</b>
<b>Other Culture / Recreation</b>				
Rent Fees for Speer Center	1,000	-	1,000	0.0%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
<b>Total Other Culture / Recreation</b>	<b>1,000</b>	<b>-</b>	<b>1,000</b>	<b>0.0%</b>
<b>Total Culture / Recreation</b>	<b>336,000</b>	<b>245,085</b>	<b>90,915</b>	<b>72.9%</b>
FINES & FORFEITURES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Court Fines	23,000	35,673	(12,673)	155.1%
Police Education	-	-	-	0.0%
Misc Charges for Services	8,000	6,985	1,015	87.3%
Taxi Application Fees	4,000	2,200	1,800	55.0%
Parking Violations	500	686	(186)	0.0%
Towing Fees	-	-	-	0.0%
Impound	8,500	3,550	4,950	41.8%
Confiscated and Restitution (from Law Enforcement Trust)	-	-	-	0.0%
<b>Total Fines and Forfeitures</b>	<b>44,000</b>	<b>49,094</b>	<b>(5,094)</b>	<b>111.6%</b>
INTEREST EARNINGS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Law Enforcement Trust Income	-	-	-	0.0%
Other Interest	250	-	250	0.0%
Unrealized Gain	-	-	-	0.0%
Bond Interest	-	-	-	0.0%
<b>Total Interest Earnings</b>	<b>250</b>	<b>-</b>	<b>250</b>	<b>0.0%</b>

CITY OF ARCADIA  
REVENUE BUDGET REPORT  
GENERAL FUND  
AS OF AUGUST 6, 2016

GENERAL FUND REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
<b>RENTS &amp; ROYALTIES</b>				
Mobile Home Park Rent	194,000	176,848	17,152	91.2%
Mobile Home Park Laundry	1,000	604	396	60.4%
<b>Total Rents &amp; Royalties</b>	<b>195,000</b>	<b>177,452</b>	<b>17,548</b>	<b>91.0%</b>
<b>SALES/COMP FOR LOSS OF FIXED ASSET</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Sale of Fixed Asset	-	-	-	-
<b>SALE OF SURPLUS MATERIALS/SCRAP</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Sale of Surplus Materials	5,000	272	4,728	5.4%
<b>Total Sale of Surplus Materials</b>	<b>5,000</b>	<b>486</b>	<b>4,728</b>	<b>9.7%</b>
<b>CONTRIBUTIONS/DONATIONS FROM PRIVATE</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Miscellaneous Donations -Police	-	40,000	(40,000)	0.0%
Jim Space Foundation Donation	-	-	-	0.0%
Saturday Night Lights	-	5,100	(5,100)	0.0%
<b>Total Contributions/ Donations from Private</b>	<b>-</b>	<b>40,000</b>	<b>(40,000)</b>	<b>0.0%</b>
<b>OTHER MISC REVENUE</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Copies - City Hall	200	123	77	61.5%
Copies - Police Station	-	-	-	0.0%
Miscellaneous	500	1,005	(505)	201.0%
Miscellaneous Refunds	-	56,534	(56,534)	0.0%
Special Detail APD	4,000	7,683	(3,683)	0.0%
Shop With A Cop	-	12,526	(12,526)	0.0%
<b>Total Other Misc Revenue</b>	<b>4,700</b>	<b>77,870</b>	<b>(73,170)</b>	<b>2.62%</b>
<b>CONTRIBUTION FROM OTHER FUNDS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Transfer from Water (Loan)	53,000	-	53,000	0.0%
Transfer from Surtax to Streets for Street Sweeper (BA#2016-03)	19,171	19,171	-	100.0%
Transfer from Surtax to Fire Control for Fire Truck (BA#2016-03)	22,900	22,900	-	100.0%
Transfer from Surtax to Fire Control for Roof Rpr (BA#2016-03)	7,840	7,840	-	100.0%
Transfer from Street Project to Street Dept. (BAX#2016-03)	100,000	100,000	-	100.0%
<b>Total Contribution from Other Funds</b>	<b>202,911</b>	<b>149,911</b>	<b>53,000</b>	<b>73.9%</b>

CITY OF ARCADIA  
 REVENUE BUDGET REPORT  
 GENERAL FUND  
 AS OF AUGUST 6, 2016

<b>CHARGE BACKS FROM ENTERPRISE FUNDS</b>		<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% REC'D</b>
Transfers In		248,613	-	248,613	0.0%
<b>FUND BALANCE</b>					
Fund Balance			-	-	0.0%
<b>TOTAL GENERAL FUND REVENUES</b>		<b>4,836,924</b>	<b>4,161,315</b>	<b>675,823</b>	<b>86.0%</b>

CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF AS OF AUGUST 6, 2016

<b>LEGISLATIVE/COUNCIL EXPENSES</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	22,932	21,023	1,909	91.7%
Operating Expenses	57,514	23,273	34,241	40.5%
<b>TOTAL LEGISLATIVE/COUNCIL</b>	<b>80,446</b>	<b>44,296</b>	<b>36,150</b>	<b>55.1%</b>

<b>RETIREE &amp; COUNCIL RETIREES</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	88,022	95,176	(7,154)	108.1%

<b>EXECUTIVES</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	326,339	286,485	39,854	87.8%
Operating Expenses	31,711	11,831	19,880	37.3%
<b>TOTAL EXECUTIVE:</b>	<b>358,050</b>	<b>298,316</b>	<b>59,734</b>	<b>83.3%</b>

<b>FINANCIAL &amp; ADMINISTRATIVE</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	168,284	145,329	22,955	86.4%
Operating Expenses	87,523	78,222	9,301	89.4%
<b>TOTAL FINANCE &amp; ADMINISTRATIVE</b>	<b>255,807</b>	<b>223,551</b>	<b>32,256</b>	<b>87.4%</b>

<b>LEGAL COUNCIL</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Professional Services	70,100	41,116	28,984	58.7%
Other Legal Services	10,000	220	9,780	2.2%
<b>TOTAL LEGAL COUNCIL</b>	<b>80,100</b>	<b>41,336</b>	<b>38,764</b>	<b>51.6%</b>

<b>COMPREHENSIVE (COMMUNITY DEVELOPMENT)</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	71,060	55,972	15,088	78.8%
Operating Expenses	64,884	36,265	28,619	55.9%
<b>TOTAL COMPREHENSIVE</b>	<b>135,944</b>	<b>92,237</b>	<b>43,707</b>	<b>67.8%</b>

CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF AS OF AUGUST 6, 2016

<b>OTHER GOVERNMENT SERVICES</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	15,000	12,414	2,586	82.8%
Operating Expenses	157,816	140,046	17,770	88.7%
Contingency	116,638	-	116,638	0.0%
<b>TOTAL OTHER GOVERNMENTAL SERVICES</b>	<b>289,454</b>	<b>152,460</b>	<b>136,994</b>	<b>52.7%</b>

<b>LAW ENFORCEMENT</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	1,154,897	978,785	176,112	84.8%
Operating Expenses	220,862	163,821	57,041	74.2%
Capital Outlay	27,000	25,849	1,151	95.7%
<b>TOTAL LAW ENFORCEMENT</b>	<b>1,402,759</b>	<b>1,168,455</b>	<b>234,304</b>	<b>83.3%</b>

\*NOTE: The Police & Fire Pension is split 50.5% for Police and 49.5% for Fire Control. The amount allocated to Police year to date is \$133,506. The amount for Fire is \$130,862 and is expended under Fire Control.

<b>VICTIMS OF CRIMES GRANT</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	40,479	37,864	2,615	93.5%
<b>TOTAL VICTIMS OF CRIMES GRANT</b>	<b>40,479</b>	<b>37,864</b>	<b>2,615</b>	<b>93.5%</b>

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

<b>SCHOOL CROSSING GUARD</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Personnel Expenses	18,447	13,144	5,303	71.3%
Operating Expenses	375	-	375	100.0%
<b>TOTAL SCHOOL CROSSING GUARD</b>	<b>18,822</b>	<b>13,144</b>	<b>5,678</b>	<b>69.8%</b>

<b>SHOP WITH A COP EXPENSES</b>				
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>
Operating Expenses	-	10,692	(10,692)	0.0%
<b>TOTAL SCHOOL CROSSING GUARD</b>	<b>-</b>	<b>10,692</b>	<b>(10,692)</b>	<b>0.0%</b>

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

<b>TOTAL ALL LAW ENFORCEMENT</b>	<b>1,470,497</b>	<b>1,239,741</b>	<b>230,756</b>	<b>84.3%</b>
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CITY OF ARCADIA  
EXPENSE BUDGET REPORT  
GENERAL FUND  
AS OF AS OF AUGUST 6, 2016

<b>FIRE CONTROL</b>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Operating Expenses	438,222	356,850	81,372	81.4%
<b>TOTAL FIRE CONTROL</b>	<b>438,222</b>	<b>356,850</b>	<b>81,372</b>	<b>81.4%</b>

<b>CEMETERY</b>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	37,478	33,433	4,045	89.2%
Operating Expenses	21,591	10,367	11,224	48.0%
<b>TOTAL CEMETERY</b>	<b>59,069</b>	<b>43,800</b>	<b>15,269</b>	<b>74.2%</b>

<b>STREET DEPARTMENT</b>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	209,419	113,950	95,469	54.4%
Operating Expenses	220,254	209,144	11,110	95.0%
Capital Outlay	75,000	29,141	45,859	0.0%
<b>TOTAL STREET DEPARTMENT</b>	<b>504,673</b>	<b>352,235</b>	<b>152,438</b>	<b>69.8%</b>

<b>OTHER TRANSPORTATION</b>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	9,390	8,294	1,096	88.3%
Operating Expenses	78,460	20,116	58,344	25.6%
<b>TOTAL OTHER TRANSPORTATION</b>	<b>87,850</b>	<b>28,410</b>	<b>59,440</b>	<b>32.3%</b>

<b>VEHICLE AND FACILITY MAINTENANCE</b>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	105,506	86,567	18,939	82.0%
Operating Expenses	20,063	13,152	6,911	65.6%
Capital Outlay	3,500	2,556	944	73.0%
<b>TOTAL VEHICLE AND FACILITY MAINTENANCE</b>	<b>129,069</b>	<b>102,275</b>	<b>26,794</b>	<b>79.2%</b>

<b>PARKS DEPARTMENT</b>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	170,001	128,222	41,779	75.4%
Operating Expenses	73,373	57,518	15,855	78.4%
Capital Outlay	-	-	-	0.0%
<b>TOTAL PARKS DEPARTMENT</b>	<b>243,374</b>	<b>185,740</b>	<b>57,634</b>	<b>76.3%</b>

CITY OF ARCADIA  
 EXPENSE BUDGET REPORT  
 GENERAL FUND  
 AS OF AS OF AUGUST 6, 2016

<b>MOBILE HOME PARK</b>					
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>	
Personnel Expenses	48,314	38,584	9,730	79.9%	
Operating Expenses	117,453	88,838	28,615	75.6%	
Capital Outlay	5,000	-	5,000	0.0%	
<b>TOTAL MOBILE HOME PARK</b>	<b>170,767</b>	<b>127,422</b>	<b>43,345</b>	<b>74.6%</b>	

<b>GOLF COURSE</b>					
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>	
Personnel Expenses	167,884	151,791	16,093	90.4%	
Operating Expenses	247,831	198,031	49,800	79.9%	
Capital Outlay				0.0%	
<b>TOTAL GOLF COURSE</b>	<b>415,715</b>	<b>349,822</b>	<b>65,893</b>	<b>84.1%</b>	

<b>WAY BUILDING</b>					
<b>ACCOUNTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>REMAINING</b>	<b>% USED</b>	
Personnel Expenses	5,366	8,194	(2,828)	152.7%	
Operating Expenses	38,096	34,717	3,379	91.1%	
<b>TOTAL WAY BUILDING</b>	<b>43,462</b>	<b>42,911</b>	<b>551</b>	<b>98.7%</b>	

<b>TOTAL GENERAL FUND EXPENSES</b>	<b>4,850,521</b>	<b>3,776,578</b>	<b>1,073,943</b>	<b>77.9%</b>	
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**CITY OF ARCADIA  
SM. CTY SURTAX/CAPITAL IMPROVEMENT  
BUDGETED REVENUE  
AS OF AUGUST 6, 2016**

	Amended Budget	Actual	Remaining	% Used
Small Cty. Surtax	478,047	422,047	56,000	88.3%
Interest SBA	-			
Other Interest Earnings	-			
Interest on Investment Acct	-			
Unrealized Gain	-			
Other Miscellaneous	-			
Fund Balance Reserves	-			
Transfers Out	49,911			
<b>Total Surtax/Capital</b>	<b>428,136</b>	<b>422,047</b>	<b>6,089</b>	<b>98.6%</b>

**CITY OF ARCADIA  
SM. CTY SURTAX/CAPITAL IMPROVEMENT  
EXPENSES  
AS OF JULY 7, 2016**

	Budgeted	Actual	Remaining	% Used
<b>Way Building</b>				
Council Chambers	-			
Improvements (Computer Upgrade)	10,000.00	6,211.00	3,789	62.1%
<b>Total Way Building</b>	<b>10,000.00</b>	<b>6,211.00</b>	<b>3,789</b>	
<b>Streets</b>				
Street, Sidewalks & Curbs	-	-	-	0.0%
Stormwater Projects	-	-	-	-
Machinery & Equipment	-	-	-	-
Principal Bond Payments	-	-	-	-
ADM Fees - Bond 2003	-	-	-	-
Interest Bond Payments	-	-	-	-
Bond Administration Expense	-	-	-	-
Improvements (Computer Upgrades)	-	-	-	-
<b>Total Streets</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>Debt Service</b>				
Principal	-	-	-	-
Interest	-	-	-	-
<b>Total Debt Service</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Police</b>				
Improvements	-	-	-	-
Machinery & Equipment	-	-	-	-
<b>Total Police</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Parks and Recreation</b>				
Improvements Golf Course	55,000	35,000	20,000	0.0%
Land	-	-	-	-
Machinery & Equipment	-	-	-	-
<b>Total Parks</b>	<b>55,000</b>	<b>35,000</b>	<b>20,000</b>	<b>0.0%</b>
<b>Contingency</b>	<b>358,136</b>	<b>58,507</b>	<b>299,629</b>	<b>16.3%</b>
<b>Transfers Out to Other Funds</b>	<b>54,911</b>			
<b>Total Capital Improvement/ Surtax</b>	<b>428,136</b>	<b>99,718</b>	<b>328,418</b>	<b>23.3%</b>

CITY OF ARCADIA  
ROAD / STREET PROJECTS  
REVENUES / EXPENSES  
AS OF AUGUST 6, 2016

**ROAD / STREET PROJECTS - REVENUES**

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

**ROAD / STREET PROJECTS - EXPENSES**

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
Street, Sidewalks & Curbs	683,746	453,694	230,052	66.4%
Stormwater Projects	461,018	186,463	274,555	40.4%
<b>TOTAL ROAD / STREET PROJECTS - EXPENSE</b>	<b>1,144,764</b>	<b>640,157</b>	<b>504,607</b>	<b>55.9%</b>

CITY OF ARCADIA  
MCSWAIN RESTORATION  
REVENUES / EXPENSES  
AS OF AUGUST 6, 2016

**MCSWAIN RESTORATION - REVENUES**

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

**MCSWAIN RESTORATION - EXPENSES**

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
Contractual	544,726	464,235	80,491	85.2%
<b>TOTAL MCSWAIN EXPENSES</b>	<b>544,726</b>	<b>464,235</b>	<b>80,491</b>	<b>85.2%</b>

CITY OF ARCADIA  
WATER/SEWER ENTERPRISE FUND  
REVENUE  
AS OF AUGUST 6, 2016

**WATER/SEWER ENTERPRISE FUND REVENUES:**

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
Water Revenue	2,294,541	2,071,714	222,827	90.3%
Water Tap Fees	15,000	70,395	(55,395)	469.3%
Water Reconnect Fees	25,000	18,025	6,975	72.1%
Late Fees	100,000	128,752	(28,752)	128.8%
Sewer Revenue	1,637,374	1,484,827	152,547	90.7%
Sewer Tap Fees	5,000	160,680	(155,680)	3213.6%
Water Meter Deposit interest	-	-	-	0.0%
Lee Avenue Water & Sewer Impr. Grand - DEP	250,000	-	250,000	0.0%
Water Pollution SRF/GRANT - DEP	1,000,000	29,157	970,843	0.0%
Miscellaneous	-	483	(483)	0.0%
Leachate Payments		-	-	0.0%
Fund Balance	-	-	-	0.0%
<b>Total Current Revenues</b>	<b>5,326,915</b>	<b>3,964,034</b>	<b>1,362,882</b>	<b>74.4%</b>

CITY OF ARCADIA  
WATER/SEWER ENTERPRISE FUND  
EXPENSES  
AS OF AUGUST 6, 2016

**WATER/SEWER ENTERPRISE FUND EXPENSES:**

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
<b>Water Treatment Plant</b>				
Personnel Services	150,361	112,269	38,092	74.7%
Operating Expenses	347,425	221,880	125,545	63.9%
Capital Outlay	-	-	-	0.0%
Debt Service Principal	358,696	309,758	48,938	0.0%
<b>Total WTP Expenses</b>	<b>856,482</b>	<b>643,908</b>	<b>212,575</b>	<b>75.2%</b>
<b>Waste Water Plant</b>				
Personnel Services	280,720	221,817	58,903	79.0%
Operating Expenses	594,756	392,818	201,938	66.0%
Capital Outlay	25,000	-	25,000	0.0%
<b>Total WWP Expenses</b>	<b>900,476</b>	<b>614,635</b>	<b>285,841</b>	<b>68.3%</b>
<b>Utility Collections &amp; Billing</b>				
Personnel Services	176,473	157,341	19,132	89.2%
Operating Expenses	122,637	68,644	53,993	56.0%
<b>Total UB Expenses:</b>	<b>299,110</b>	<b>225,985</b>	<b>73,126</b>	<b>75.6%</b>
<b>Water Systems</b>				
Personnel Services	177,113	140,429	36,685	79.3%
Operating Expenses	137,545	63,224	74,321	46.0%
Capital Outlay	30,000	8,106	21,894	27.0%
Total Debt Service	625,558	602,171	23,387	96.3%
<b>Total Water Systems Expenses</b>	<b>970,216</b>	<b>813,931</b>	<b>156,286</b>	<b>83.9%</b>
<b>Waste Water Systems</b>				
Personnel Services	148,057	134,196	13,861	90.6%
Operating Expenses	98,392	49,414	48,978	50.2%
Capital Outlay	1,250,000	356,752	893,248	0.0%
<b>Total Waste Water Systems Expenses</b>	<b>1,496,449</b>	<b>540,362</b>	<b>956,087</b>	<b>36.1%</b>
City-County Interconnect	-			
US #17 Widening	-	25,171	(25,171)	
<b>Subtotal:</b>	<b>4,522,733</b>	<b>2,863,990</b>	<b>1,658,745</b>	<b>63.3%</b>
RENEW AND REPLACE	450,000	45,652	404,348	10.1%
CONTINGENCY	354,182	-	354,182	0.0%
<b>TOTAL WATER/SEWER ENTERPRISE FUND EXPENSES:</b>	<b>5,326,915</b>	<b>2,909,641</b>	<b>2,417,274</b>	<b>54.6%</b>

CITY OF ARCADIA  
 SOLID WASTE ENTERPRISE FUND  
 REVENUES / EXPENSES  
 AS OF AUGUST 6, 2016

**SOLID WASTE ENTERPRISE FUND REVENUES:**

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
Garbage Revenue	773,799	689,362	84,437	89.1%
Extra Trash Pick-Up	20,000	5,186	14,814	25.9%
Other Income	-	-	-	0.0%
Miscellaneous		-	-	0.0%
<b>TOTAL SOLID WASTE REVENUES</b>	<b>793,799</b>	<b>694,549</b>	<b>99,250</b>	<b>87.5%</b>

**SOLID WASTE ENTERPRISE FUND EXPENSES:**

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	284,378	230,989	53,389	81.2%
OPERATING EXPENSES	236,421	123,515	112,906	52.2%
LANDFILL CHARGES	273,000	197,178	75,822	72.2%
CAPITAL OUTLAY	-	-	-	0.0%
<b>TOTAL SOLID WASTE EXPENSES</b>	<b>793,799</b>	<b>551,681</b>	<b>242,118</b>	<b>69.5%</b>

CITY OF ARCADIA  
 AIRPORT ENTERPRISE FUND  
 REVENUES / EXPENSES  
 AS OF AUGUST 6, 2016

**AIRPORT ENTERPRISE FUND REVENUES:**

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
Federal Grants - F.A.A. - Taxiway B	162,900	-	162,900	0.0%
State Grants -F.D.O.T. - Taxiway B	18,100	-	18,100	0.0%
FAA-Master Plan	-	141,790	(141,790)	
Rent	89,084	85,228	3,856	95.7%
Insurance Reimbursements	-	-	-	0.0%
Transfer from Fund Balance	13,368	-	13,368	0.0%
<b>TOTAL AIRPORT REVENUES</b>	<b>283,452</b>	<b>227,018</b>	<b>56,434</b>	<b>95.7%</b>

**AIRPORT ENTERPRISE FUND EXPENSES:**

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	11,914	434	11,480	3.6%
OPERATING EXPENSES	90,538	72,150	18,388	79.7%
CAPITAL OUTLAY	181,000	-	181,000	0.0%
MASTER PLAN		7,160	(7,160)	
<b>TOTAL AIRPORT EXPENSES</b>	<b>283,452</b>	<b>79,745</b>	<b>203,707</b>	<b>28.1%</b>