



AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 NORTH POLK AVENUE, ARCADIA FL
TUESDAY, SEPTEMBER 15, 2015
6:00 P.M.

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

PRESENTATION

1. Eagle Scout Recognition of Joshua Edward Longenecker (Mayor Wertz-Strickland)
2. Eagle Scout Recognition of Aaron Logan Longenecker (Mayor Wertz-Strickland)
3. Proclamation – Victory of Florida Year (Mayor Wertz-Strickland)

CONSENT AGENDA

4. City Council Minutes for September 1, 2014 (Penny Delaney – City Clerk)
5. City of Arcadia Municipal Airport August Report (Terry Stewart – City Administrator)

ACTION ITEMS

6. Habitat for Humanity Request for Waiver of Rezoning Application Fees
(Terry Stewart – City Administrator)
7. City Initiated Rezoning of the Smith-Brown Gym Property Site (Terry Stewart –
City Administrator)
8. Ordinance No. 1007 - Police/Fire Pension Ordinance Amendment (Terry Stewart –
City Administrator)
9. Ordinance No. 1008 - Amending Article I, Chapter 98 of the Code to Regulate or
Prohibit the Use of Designed Streets by Commercial Vehicles (T.J. Wohl – City Attorney)
10. Salvation Army Lease - Old Police Department Bldg. (T.J. Wohl - City Attorney)
11. JimSpace Rebuild Project (Pat Backer- JimSpace Team Co-General Coordinator)
12. 2015-16 Insurance Renewals – for both the Package Policy and Worker’s
Compensation (Lee Ambler – DeSoto Insurance Company)

COMMENTS FROM DEPARTMENTS

13. City Marshal
14. City Attorney
15. Finance Director
16. 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

PRESENTATION No. 1



Proclamation

WHEREAS, we, the people of the City of Arcadia, join with other Floridians across the state to celebrate *Victory Florida* which commemorates the 70th anniversary of the ending of WWII and to thank the veterans; and

WHEREAS, on August 14, 1945, the people of the United States received word of victory for the United States and the allies, signaling the end of World War II; and

WHEREAS, the victory marked the culmination of a global effort that, brought freedom to subjugated nations and ended the horrors of the Holocaust; and

WHEREAS, these historic accomplishments were achieved through the collective service and personal sacrifice of the people of the United States, and the people of Florida, including those who served in uniform and those who supported them on the home front; and

WHEREAS, we honor the more than 248,000 Floridians who were drafted or volunteered to serve in WWII, the more than 4,600 Floridians who lost their lives in the war, and the thousands more that returned home wounded;

NOW THEREFORE, I, JUDY WERTZ-STRICKLAND, by virtue of the authority vested in the office of the Mayor of the City of Arcadia, hereby join others across Florida to proclaim and commemorate 2015 as

VICTORY FLORIDA YEAR

in honor of the 70th anniversary of the end of World War II, to recognize Florida's veterans and to commemorate the important role Florida played on the battlefield and on the home front during World War II.

SO DONE THIS 15TH DAY OF SEPTEMBER, 2015.

By:

Judy Wertz-Strickland, Mayor
City of Arcadia, Florida

ATTEST:

Penny Delaney, City Clerk

PRESENTATION No. 2

Presented to

Joshua Edward Longenecker

In recognition of your promotion
to rank of Eagle Scout,
Boy Scout Troop 39.



Mayor Judy Wertz-Strickland

Dated this 15th day of September 2015

PRESENTATION No. 3

Presented to

Aaron Logan Langenecker

In recognition of your promotion
to rank of Eagle Scout,
Boy Scout Troop 39.



Mayor Judy Wertz-Strickland

Dated this 15th day of September 2015

AGENDA No. 4



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: September 15, 2015

DEPARTMENT: Administration

SUBJECT: Minutes from September 1, 2015

RECOMMENDED MOTION: Approval of September 1, 2015 Meeting Minutes as presented.

SUMMARY:

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

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

Department Head: Penny Delaney

Date: 09/03/15

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator:

Date:

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, SEPTEMBER 1, 2015
6:00 P.M.**

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

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

Mayor Wertz-Strickland 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 Judy Wertz-Strickland
Deputy Mayor Alice Frierson
Councilmember Joseph E. Fink

Councilmember Susan Coker
Councilmember S. Delshey Turner

Arcadia City Staff

City Administrator Terry Stewart
Finance Director Beth Carsten

City Clerk Penny Delaney
Marshal Matthew Anderson

PRESENTATION

Agenda Item 1 – St. Augustine Proclamation

Mayor Wertz-Strickland read a proclamation regarding the 450th anniversary of the founding of St. Augustine. No one was there to receive the proclamation. Therefore, it will be mailed to the appropriate party.

CONSENT AGENDA

Agenda Item 2 – City Council Minutes for August 17, 2015

Agenda Item 3 – City Council Minutes for August 18, 2015

**Agenda Item 4 – Special Event Permit – Community Smith Brown Project
Overview Day**

Councilmember Fink made a motion to accept the consent agenda as presented and Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

ACTION ITEMS

Agenda Item 5 – Hazen and Sawyer Change Order

City Administrator Stewart advised that this was related to the Bridle Path project. He explained that the reason it was coming before them as a change order was because of a use of funds from one project that might be able to be used for another project. He advised it would be an addition to the work done on the Bridle Path project and that anything that comes forward that is above and beyond what was originally presented has to be approved in the form of a change order. Mr. Stewart advised that the amount was \$6,348.24 and he recommended that they approve the change order. Councilmember Fink made a motion to approve the item as presented and Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 6 – Resolution 2015-06 Regarding Budget Amendment Amending 2014-15 Adopted Budget

Finance Director Carsten acknowledged the amendment was coming before Council very late in the year. She stated that under normal procedures, they would have received it earlier in the year. She explained the 2014-15 year had been an odd year for her and she further explained she had worn several hats up until a few months ago. Ms. Carsten stated that she believed it would be different for the budget year for 2015-16. She advised budget amendments would be done throughout the year as needed and will be in a timely manner. Ms. Carsten advised a budget is only an estimate of what they expect to happen based on prior years experience and unforeseen expenditures or additional revenues can cause it to change. She advised the budget amendment helps them to see a truer picture of where they are at this given time. Upon reviewing the amendment, Councilmember Coker made a motion to accept the budget amendment as presented and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 7 – 1924 American Lafrance

City Administrator Stewart advised that the 1924 American Lafrance was in overall decent shape, but the engine needed to be re-powered. He advised they were looking for a motion to approve \$24,000.00 for the repowering and refurbishing the City's 1924 American Lafrance. Tim Backer of the Volunteer Fire Department advised that he would be happy to answer any questions that Council may have. Deputy Mayor Frierson asked Mr. Backer if he remembered the issue coming before Council before and the estimate being much higher. Mr. Backer advised that he did not remember it. He advised it was refurbished in 1991 with no cost to the City. He informed Council that the reason he dealt with PRIDE was because it was part of the prison system and there was no charge for labor, but only charge for the materials. Councilmember Coker stated that she had read in the proposal about the replacement of gauges and Mr. Backer advised that they would replace them to appear as the original ones. Councilmember Coker then questioned the discarding of equipment removed and suggested asking for those pieces to be turned over to the City and Mr. Backer agreed. She then pointed

out that the bid expired today and Mr. Backer stated that he felt sure they would extend it. Councilmember Fink made a motion to approve the \$24,000.00 to refurbish the 1924 American Lafrance and Councilmember Coker seconded the motion. Gary Frierson, a city resident, expressed his concern with approving \$24,000.00 for this purpose when there are still many things that need to be done within the City. Councilmember Fink referenced the wording on page four (4) of the proposal wherein it stated that "Any equipment/appliances/hardware removed during conversion will be discarded unless otherwise agreed to in writing." He stated he would like to change it so that it would be given back to the City and he amended his motion to reflect such. Councilmember Coker seconded the motion. No discussion followed and it was 4/1 approved with Deputy Mayor Frierson casting the dissenting vote.

COMMENTS FROM DEPARTMENTS

Marshal Anderson advised the Arcadia Police Department Report for July 27, 2015 through August 19, 2015 had been provided to Council and he pointed out that it did not cover the whole month due to the new deadline for turning in reports for upcoming agendas. He advised the Mayor had signed the FDLE grant and the award amount this year was \$8,437.00, which was for the computer software in the cars to communicate with the computer software in the office. Marshal Anderson then advised Council of the passing of Sgt. Philip Field and thanked the City Administrator, staff, Council Members and residents for their respect and support. He then stated that he was there to answer any questions or concerns that Council may have and there were none. The City Marshal opened it to the general public and Charles Conklin, a city resident, referenced the stop sign that had been placed in the Bridle Path development and advised of Florida Statute 5316.183 which states a study has to be performed before a sign can be changed and asked if one had been performed. Marshal Anderson stated that according to the City Charter, the City of Arcadia can improve the traffic conditions of traffic flow of the City of Arcadia where it deems fit. He stated that it should have always been a stop sign. City Administrator Stewart stated that he did not question anything the Marshal had stated, but out of respect for the citizen's concern, he felt they should have the City Attorney research to determine if it is an absolute requirement of the City and if the City has exceptions. He stated that the City will accomplish whatever the law requires. He asked Council if it was their wish that the City Attorney accomplish such and they agreed.

The City Attorney advised that the City Administrator had him prepare a proposed ordinance in the event there was a need to declare a state of emergency for the hurricane that they had and the City Administrator also suggested handling precautions a little sooner than forty-eight (48) hours before. He asked if Council had any preference on coming up with an ordinance that allows the City Administrator to declare a state of local emergency on his own without a need for a meeting or with a meeting of City Council to come up with a process for doing so. City Administrator Stewart advised the ordinance can be as broad or as narrow in providing powers to the City Administrator to declare a state of emergency. He also advised that in order to get reimbursed by FEMA, a state of emergency has to have been declared. Deputy Mayor Frierson stated that she did not think a meeting needed to be called and she felt the judgment should be left up to the City Administrator and Council agreed.

City Attorney Wohl advised that Council had discussed semi trucks traversing down the downtown streets and according to the Code, nothing prohibits such. He further advised that he had come up with a provision in the Code to add to the Code which would allow the administration or the Marshal to post signs on designated streets preventing thru commercial trucks, except for delivery or emergency vehicles. He stated that hopefully it can be brought back and have the first reading of the ordinance by the next meeting. City Administrator asked if the state statute provided for that latitude and the City Attorney advised that it did provide for such.

Marshal Anderson approached Council again and advised Florida Statue 316.006 provides that municipalities have the authority to change a sign according to City Code. He then stated that he was providing such for reference of the City Attorney to look into.

City Administrator Stewart reminded the public that on Monday, September 7, 2015, which is Labor Day, there will be no household garbage pick-up. He also stated that customers that receive pick-up on Mondays and Thursdays will be allowed a double amount for pick-up on Thursday. He further stated that the Tuesday's and Friday's routes will be as normal.

He also advised that within the last couple of months, the City had two (2) incidents on Hwy. 70; a washout on Orange due to a water main break and another one that involved repairing a sunken manhole. He stated initial repairs were done and it will be milled on Wednesday and resurfaced on Thursday. He further advised that there was a collapsing culvert at the intersection of Gibson and Robert and staff had been instructed to notify emergency services to ensure they were aware of it. City Administrator Stewart stated that a drainage problem was solved in the neighborhood of O'Hara, O'Leary, Hodges and Kelly. He explained that a culvert was completely plugged with dirt at Hodges and O'Hara and another culvert at O'Leary and Hodges was buried so far in the ground, it was hardly noticeable. He explained that the prison crew was called out and they cleaned the drainage ditch, flushed out the culverts and immediately the neighborhood drained. Mr. Stewart advised that the Public Works Department had made a commitment to routinely flush out the culverts throughout the City.

PUBLIC

Gary Frierson, a city resident, recognized Beth Carsten for the excellent job done over the past year. He then commented on Council people making statements to the public that are incorrect, referenced a statement made regarding the golf course, and suggested a policy be in place to avoid such. He then stated that \$25,000.00 worth of fire truck that doesn't get used, could put in a lot of sidewalks on Gibson to keep the kids from having to walk in the street.

Tim Backer stated that the Arcadia Police Department did an outstanding job in honoring Sgt. Field. He stated the family was very pleased with how they were treated and how Marshal Anderson and the entire APD family honored Sgt. Field.

Charles Conklin, a city resident, asked what was going on with the past administrator, Tom Slaughter. No one seemed to know and Deputy Mayor Frierson stated she did not think it was a Council matter.

Dave Preacher Mills, a county resident, complimented the crews who cleaned out the culvert. He advised he works security at the mission on 9th Street and stated he observed them working in the rain and they did not stop until it was completed.

MAYOR AND COUNCIL REPORTS

Councilmember Coker stated that she attended a meeting for JimSpace and advised they were looking for volunteers to assist or purchase a ticket to help fund. She advised information was online and she also gave other sources for contact. She then asked for an update regarding the airplane canopy at Lake Katherine. Finance Director Carsten advised that it was presented at the legislative delegation and Senator Galvano's office stated they were working on it. She advised she had not heard anything, but she had tried to contact his office. City Administrator Stewart advised that he would try to follow up on it.

Regarding the statement made about Mr. Slaughter's trial not being a Council matter, Councilmember Fink stated that he felt that it, along with previous Marshal Lee's case, was a Council matter because the City of Arcadia was the injured party and felt they should be made aware that justice is being taken care of. City Administrator Stewart advised that if it was Council's wish, he would make an inquiry and pass the information along to Council. It was the consensus of Council to do so.

Mayor Wertz-Strickland stated that she appreciated what the Arcadia Police Department did for Sgt. Field. She commended the whole department, Calvary Baptist Church, and other individuals for their contribution to the service.

ADJOURN

Councilmember Coker made a motion to adjourn and Councilmember Turner 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 7:18 P.M.

ADOPTED THIS ___ DAY OF _____, 2015.

By:

ATTEST:

Judy Wertz-Strickland, Mayor

Penny Delaney, City Clerk

City Council Meeting Minutes

September 1, 2015

Page 5 of 5

AGENDA No. 5



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: September 15, 2015

DEPARTMENT: Administration

SUBJECT: City of Arcadia Municipal Airport Report

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

SUMMARY:

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

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

Department Head: _____ Date: _____

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

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

City Administrator: Terry Stewart _____ Date: _____

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



City of Arcadia Municipal Airport

Monthly Flowage Report- August 2015

To: City Council

From: Shelley Peacock

AVFuel has been out	<i>zero dollars collected</i>
Hangar Rent \$	\$ 7,772.42/100%
Tie Down Fees- 0	\$ 0/100%
Vehicle Parking	.00/0
(2- Vehicles parked in parking lot more than a month- zero charge)	
Total airport funds collected	\$ 7,772.42
Eagle Vistas LLC ½ Fuel Farm	\$16,800.00
Friends of Arcadia Airport Annual Fee	\$ 200.00
Summersill Agreement	\$ 500.00
Total	\$25,272.42

Special notes

B4 has not paid
F1 has not paid (behind two months
starting eviction process)

AGENDA No. 6



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date:

September 15, 2015

DEPARTMENT: Administration
SUBJECT: Habitat for Humanity request for waiver of rezoning application fees.

RECOMMENDED MOTION: Council discretion. If approval is desired, the motion should be;

Move to waive the rezoning application fee of \$1,250 for two parcels located on East Maple Street.

SUMMARY: Habitat for Humanity is preparing to construct seven (7) homes on two parcels (31-37-25-0016-6060-0250 and 31-37-25-0016-5060-0010) located on Maple Street. Current zoning is B1 which does not allow for the construction of single family homes and therefore will require a rezoning. However, the underlying land use is Low Density Residential which is not compatible with the current B1 zoning. The request is to change the zoning to R1B which is compatible with the underlying land use. The surrounding developed properties are all residential. The rezoning application fee is \$1,250. Habitat for Humanity builds homes with and for low income families and therefor is asking for a waiver of the fees to help keep costs down.

FISCAL IMPACT: \$1,250

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head:
Finance Director (As to Budget Requirements)

Date: 7/30/15
Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart

Date: 9/3/15

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



10 S DeSoto Ave. Room 200 Arcadia, Florida 34266
Phone: 863-494-4118 Fax: 863-494-0962
E-Mail: desotohabitat@embarqmail.com
Web: www.desotohabitat.com

August 19, 2015

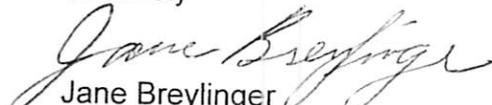
Dear Mayor Judy Wertz-Strickland and Arcadia City Council Members,

With the intention of building 7 new Habitat for Humanity Family homes in the city limits of Arcadia for First time tax payers, we are asking your assistance in the form of waving the rezoning application fee for our Not for Profit organization. The two re zoning applications necessary for this project are enclosed in this packet. Our presenter on Sept 1st will be Board Treasurer Timothy Backer, accompanied by other Board Members and staff. I apologize for not attending, as I attending the Florida Housing Conference.

This waving if fees enables our organization to put donated funding into the actual building of the homes which provides decent, healthy homes for our low income clients. Our mission is to touch more families each year and provide shelter to families in need.

Thank you for your consideration

Sincerely


Jane Breylinger
Executive Director



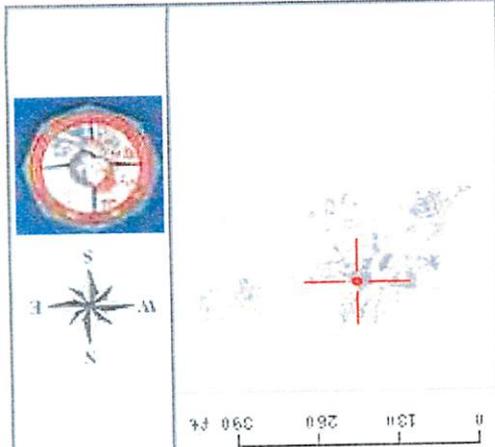
Desoto County Property Appraiser

PARCEL: 31-37-25-0016-6060-0250 - VACANT (000000)

A W GILCHRIST EAST END ADD LOTS 25 TO 36 INC RESUB OF LOTS 25 TO 30 INC BLK 6 TIER 6

Name:	ARCADIA-DESDOTO COUNTY HABITAT
Site:	E MAPLE ST
FOR HUMANITY INC	
Mail:	10 S DESOTO AVE STE 200
ARCADIA, FL 34266-0000	
Sales Info:	
LandVal	\$20,000.00
BldgVal	\$0.00
ApprVal	\$20,000.00
JustVal	\$20,000.00
Assd	\$20,000.00
Exmpt	\$20,000.00
County:	\$0.00 City:
Other:	\$0.00 School:
Taxable	\$0.00

This information, updated: 7/9/2015, was derived from data which was compiled by the Desoto County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.





DeSoto County Property Appraiser

2014 Certified Values

updated: 7/9/2015

Parcel: 31-37-25-0016-6060-0250

Tax Collector

Property Card

Interactive GIS Map

<< Next Lower Parcel Next Higher Parcel >>

Parcel List Generator

Print

Search Result: 1 of 1

Owner & Property Info

Owner's Name	ARCADIA-DESOTO COUNTY HABITAT
Site Address	E MAPLE ST
Mailing Address	FOR HUMANITY INC 10 S DESOTO AVE STE 200 ARCADIA, FL 34266-0000
Use Desc. (code)	VACANT (000000)
Tax District	1 (Within City Limits)
Neighborhood	400000
Land Area	0.826 ACRES
Market Area	04
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction.
A W GILCHRIST EAST END ADD LOTS 25 TO 36 INC RESUB OF LOTS 25 TO 30 INC BLK 6 TIER 6 INST:201114014224	

GIS Aerial



Property & Assessment Values

Mkt Land Value	cnt: (1)	\$20,000.00
Ag Land Value	cnt: (0)	\$0.00
Building Value	cnt: (0)	\$0.00
XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$20,000.00

Just Value	\$20,000.00
Class Value	\$0.00
Assessed Value	\$20,000.00
Exempt Value	(code: 10) \$20,000.00
Total Taxable Value	County: \$0.00 City: \$0.00 Other: \$0.00 School: \$0.00

Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
6/7/2011	201114014224	WD	V	U	11	\$100.00

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.
NONE						

Extra Features & Out Buildings

Code	Desc	Year Blt	Units	Dims	Condition (% Good)
NONE					

Land Breakdown

Lnd Code	Desc	Units	Zoning *
000000	VAC RES (MKT)	1 UT - (0000000.826AC)	B-1

* NOTE: The Property Appraiser's Office is NOT responsible for the accuracy of the zoning. To verify the zoning, please call the Planning & Zoning Department at 863-993-4806.

DeSoto County Property Appraiser

updated: 7/9/2015

DISCLAIMER

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DeSoto County Property Appraiser

2014 Certified Values

updated: 7/9/2015

Parcel: 31-37-25-0016-5060-0010

Tax Collector

Property Card

Interactive GIS Map

<< Next Lower Parcel | Next Higher Parcel >>

Parcel List Generator

Print

Search Result: 1 of 1

Owner & Property Info

Owner's Name	ARCADIA-DESOTO COUNTY HABITAT
Site Address	E MAPLE ST
Mailing Address	FOR HUMANITY INC 10 S DESOTO AVE STE 200 ARCADIA, FL 34266-0000
Use Desc. (code)	VACANT (000000)
Tax District	1 (Within City Limits)
Neighborhood	400000
Land Area	0.688 ACRES
Market Area	04
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction.
A W GILCHRIST EAST END ADD LOTS 1A TO 10A INC RESUB OF LOTS 1 TO 6 INC BLK 6 TIER 5 INST:201114014225	

GIS Aerial



Property & Assessment Values

Mkt Land Value	cnt: (1)	\$25,000.00
Ag Land Value	cnt: (0)	\$0.00
Building Value	cnt: (0)	\$0.00
XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$25,000.00

Just Value	\$25,000.00
Class Value	\$0.00
Assessed Value	\$25,000.00
Exempt Value	(code: 10) \$25,000.00
Total Taxable Value	County: \$0.00 City: \$0.00 Other: \$0.00 School: \$0.00

Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
6/7/2011	201114014225	WD	V	U	11	\$100.00

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.
NONE						

Extra Features & Out Buildings

Code	Desc	Year Blt	Units	Dims	Condition (% Good)
NONE					

Land Breakdown

Lnd Code	Desc	Units	Zoning *
000000	VAC RES (MKT)	1 UT - (0000000.688AC)	B-1

* NOTE: The Property Appraiser's Office is NOT responsible for the accuracy of the zoning. To verify the zoning, please call the Planning & Zoning Department at 863-993-4806.

DeSoto County Property Appraiser

updated: 7/9/2015

DISCLAIMER

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AGENDA No. 7



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date:

September 15, 2015

DEPARTMENT: Administration
SUBJECT: City Initiated rezoning of the Smith Brown Gym property site.

RECOMMENDED MOTION: Motion to instruct staff to prepare a city initiated rezoning application for the Smith Brown Gym property site, from its current Zoning of R1C to a PBG (Public Buildings and Grounds) zoning designation.

SUMMARY: The City of Arcadia previously entered into an agreement with the Smith Brown Community Foundation, Inc. That agreement allows the organization to raise funds for remodeling of the facility and for its use as a community center. The current zoning of the site (R1C) does not permit its use as a community center so that must be changed to Public Buildings and Grounds (PBG) in order to allow the intended use. Since the property is city owned, staff requires direction from the City Council on whether to move forward with a rezoning application.

FISCAL IMPACT: \$0
() Capital Budget

() Operating \$0
() Other

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

Department Head:
Finance Director (As to Budget Requirements)

Date:
Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart

Date: 9/3/15

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

AGENDA No. 8



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date:

September 15, 2015

DEPARTMENT: Administration
SUBJECT: Police/Fire Pension Ordinance Amendment

RECOMMENDED MOTION: Motion to approve proposed amendment to the Police/Fire Pension Ordinance.

SUMMARY: The City of Arcadia has an ordinance governing the Police and Fire pension as established under Chapters 175 and 185 of Florida Statutes. Changes in IRS rules and Florida Law dictate the city plan be amended to meet those requirements. There are also some minor changes to correct and/or clarify references within the ordinance. A letter from actuaries Foster and Foster affirms that the presented changes do not result in a change in the actuarial valuation results. If approved the amended ordinance will be sent to the necessary state agency for final review and appropriate and acceptance.

FISCAL IMPACT: \$0.

Capital Budget

Operating \$0

Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head:
Finance Director (As to Budget Requirements)

Date: 7/30/15

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart

Date: 9/3/15

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

August 13, 2015

VIA EMAIL AND MAIL

Shelly Baumann, Plan Administrator
14 Kelly Drive
Arcadia, FL 34266

Re: City of Arcadia Police Officers' and Firefighters' Retirement System

Dear Shelly:

In response to Scott Christiansen's letter dated July 31, 2015, we have reviewed the proposed ordinance (identified as dm/arcadia/pf/07-29-15.ord) including the following proposed changes:

- 1) Section 2-181, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Credited Service – to clarify IRC regulations on leave conversions
 - b. Firefighter – to update a reference in Florida Statutes
 - c. Spouse – to clarify the definition in accordance with a recent US Supreme Court ruling
- 2) Section 2-186, Benefit amounts and eligibility, is being amended to change the Normal Retirement date to include the IRC required language regarding Normal Retirement Age and Normal Retirement Date.
- 3) Section 2-188, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons.
- 4) Section 2-190, Optional Forms of Benefits, has been amended to:
 - a. Amend subsection (b) to clarify that if proof of good health of a joint pensioner who is being replaced is not provided, the actuary will assume that the joint pensioner is deceased for purposes of calculating the revised benefit amount.
 - b. Amend the optional form of benefit known as a partial lump sum option (P.L.O.P), to clarify that the percentage chosen is calculated as a percent of the total actuarial equivalent value of the member's benefit
- 5) Section 2-195, Maximum Pension, has had several subsections amended to comply with IRC changes.
- 6) Section 2-196, Minimum Distribution of Benefits, is being amended for a reference clarification in subsection (b)(2)d.

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- 7) Section 2-207, Prior Police Service, subsection (5), is being amended to correct a reference.
- 8) Section 2-208, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to: i) clarify investment returns on DROP accounts, ii) clarify when interest and earnings are calculated and paid, and iii) add several sections clarifying the DROP provisions as required by the IRS.
- 9) Section 2-211, Supplemental Benefit Component for Special Benefits; Chapters 175 and 185 Share Accounts, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185.

This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapters 175 and 185 premium tax monies for each plan year that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the plan members. This supplemental benefit, therefore, may or may not be funded.

If the share plan is funded, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. Available share plan funding is allocated to the members' accounts based on a formula which provides an allocation based on years of credited service. Each share account receives its proportionate share of the income or loss on the assets in the plan.

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Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Ms. Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,


Douglas H. Lozen, EA, MAAA
DHL/lke

cc via email: Scott Christiansen, Plan Attorney

ORDINANCE NO. 1007

AN ORDINANCE OF THE CITY OF ARCADIA, AMENDING CHAPTER 2, ARTICLE VII, DIVISION 3, SECTION 2, OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA, AMENDING THE CITY OF ARCADIA POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT SYSTEM; AMENDING SECTION 2-181, DEFINITIONS; AMENDING SECTION 2-186, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-188, DISABILITY; AMENDING SECTION 2-190, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-195, MAXIMUM PENSION; AMENDING SECTION 2-196, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-207, PRIOR POLICE SERVICE; AMENDING SECTION 2-208, DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 2-211, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 AND 185 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA;

SECTION 1: That Chapter 2, Article VII, Division 3, Section 2 of the Code of Ordinances of the City of Arcadia, The City of Arcadia Police Officers' and Firefighters' Retirement System, is hereby amended by amending Section 2-181, Definitions, to amend the definitions of "*Credited Service*", "*Firefighter*" and "*Spouse*", to read as follows:

* * * * *

Credited service means the total number of years and fractional parts of years of service as a police officer or firefighter with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a police officer or the city or county as a firefighter. If a firefighter member accumulates service both as a firefighter and a volunteer firefighter, credited service shall be calculated separately for full-time and volunteer service with the sum of all volunteer years used only for vesting and retirement eligibility purposes. After the effective date of the ordinance adopting this provision, service as a volunteer firefighter shall not be calculated in computing credited service for either current or terminated vested prior members. A member may voluntarily leave his accumulated contributions in the fund for a period of five years after leaving the employ of the police department or county fire service pending the possibility of being reemployed as a police officer or firefighter, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the police department or county fire service, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a police officer or firefighter with the police department or county fire service within five years, his accumulated contributions, if \$1,000.00 or less, shall be returned. If a member who is not vested is not reemployed within five years, his accumulated contributions, if more than \$1,000.00, will be returned only upon the written request of the member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a police officer or firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the police officer or firefighter repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within 90 days after his reemployment.

The years or fractional parts of a year that a member performs "qualified military service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a police officer or firefighter with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions of USERRA.

- (2) The member returns to his employment as a police officer or firefighter within one year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA qualified military service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the City or in the plan year in which the member terminates employment.

* * * * *

Firefighter means an actively employed full-time person employed by the county, who is certified as a firefighter as a condition of employment in accordance with the provisions of Section ~~633.35~~ 633.408, Florida Statutes, and whose duty it is to extinguish fires, to protect life and to protect property. Effective June 1, 2006, all Firefighter Members of the System shall be so certified and shall be employed by Desoto County as a result of the merger of the City Fire Department with the County. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

* * * * *

Spouse means the ~~lawful wife or husband of a member or retiree~~ member's or retiree's spouse under applicable law at the time benefits become payable.

* * * * *

SECTION 2: That Chapter 2, Article VII, Division 3, Section 2 of the Code of Ordinances of the City of Arcadia, The City of Arcadia Police Officers' and Firefighters' Retirement System, is hereby amended by amending Section 2-186, Benefit Amounts and Eligibility, subsection (a), Normal Retirement Date, to read as follows:

* * * * *

- (a) Normal retirement age and date. A member's normal retirement date shall be the first day of the month coincident with, or next following the date the member retires from the city or the county after attaining normal retirement age.

* * * * *

SECTION 3: That Chapter 2, Article VII, Division 3, Section 2 of the Code of Ordinances of the City of Arcadia, The City of Arcadia Police Officers' and Firefighters' Retirement System, is hereby amended by amending Section 2-188, Disability, subsection (a), Disability Benefits In-Line of Duty, and subsection (c), Disability Benefits Not-in-Line of Duty, to read as follows:

* * * *

- (a) *Disability benefits in-line of duty.* Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient services as a police officer or firefighter, which disability was directly caused by the performance of his duty as a police officer or firefighter, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and sixty-five one hundredths percent of his average final compensation multiplied by the total years of credited service, but in any event the minimum amount paid to the member shall be 42 percent of the average final compensation of the member. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city or county for medical reasons may apply for a disability within 30 days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city or county for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

- (c) *Disability benefits not-in-line of duty.* Any member with ten years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient services as a police officer or firefighter, which disability is not directly caused by the performance of his duties as a police officer or firefighter shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and sixty-five one hundredths percent of his average final compensation multiplied by the total years of credited service. Terminated persons either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city or county for medical reasons may apply for a disability within 30 days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city or county for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

SECTION 4: That Chapter 2, Article VII, Division 3, Section 2 of the Code of Ordinances of the City of Arcadia, The City of Arcadia Police Officers' and Firefighters' Retirement System, is hereby amended by amending Section 2-190, Optional Forms of Benefits, subsection (a)(4), and subsection (b), to read as follows:

* * * *

- (4) For members who do not participate in the DROP pursuant to section 2-208, the member may elect a percentage of benefit in a lump sum as follows:
- a. Ten percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 90 percent paid under the normal form or as per subsections, (1), (2) or (3) above.
 - b. Fifteen percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 85 percent paid under the normal form or as per subsections, (1), (2) or (3) above.
 - c. Twenty percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 80 percent paid under the normal form or as subsections, (1), (2) or (3) above.

- d. Twenty-five percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 75 percent paid under the normal form as per subsections, (1), (2) or (3) above.
- (b) The member, upon electing any option of this section, will designate the joint pensioner (subsection (a)(2) above) or beneficiary (or beneficiaries) to receive the benefit, if any, payable under the system in the event of member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one or more primary beneficiaries where applicable. A member may change his beneficiary at any time. If a member has elected an option with a joint pensioner and member's retirement income benefits have commenced, member may thereafter change his designated beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

* * * * *

SECTION 5: That Chapter 2, Article VII, Division 3, Section 2 of the Code of Ordinances of the City of Arcadia, The City of Arcadia Police Officers' and Firefighters' Retirement System, is hereby amended by amending Section 2-195, Maximum Pension, subsections (f), (h), (l), and by adding subsection (m), to read as follows:

* * * * *

- (f) *Less than ten years of participation or service.* The maximum retirement benefits payable under this section to any member who has completed less than ten years of ~~credited service participation~~ participation with the city shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's years of ~~credited service participation~~ participation and the denominator of which is ten. The reduction provided by this subsection cannot reduce the maximum benefit below ten percent of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 2-188, or pre-retirement death benefits paid pursuant to Section 2-187

* * * * *

- (h) *\$10,000 limit; less than ten years of service.* Notwithstanding anything in this Section 2-195, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (h). of Section 2-195 if the benefits payable, with respect to such member under this system and under all other qualified defined benefit pension plans to which the city contributes, do not exceed \$10,000.00 for the applicable limitation year ~~and~~ or for any prior limitation year, and the city has not at any time maintained a qualified defined contribution plan in which the member participated; provided, however, that if the member has completed less than ten years of credited service with the city, the limit under this subsection (h) of Section 2-195 shall be a reduced limit equal to \$10,000.00 multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten.

* * * * *

- (l) *Additional limitation on pension benefits. Notwithstanding anything herein to the contrary:*
- (1) The normal retirement benefit or pension payable to a retiree who becomes a member of the system and who has not previously participated in such System, on or after January 1, 1980, shall not exceed 100 percent of his average final compensation. However, nothing contained in this Section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.
 - (2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67 1223, Title 10, U.S. Code.

(m) Effect of Direct Rollover on 415(b) Limit. If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 6: That Chapter 2, Article VII, Division 3, Section 2 of the Code of Ordinances of the City of Arcadia, The City of Arcadia Police Officers' and Firefighters' Retirement System, is hereby amended by amending Section 2-196, Minimum Distribution of Benefits, subsection (b)(2)d., to read as follows:

* * * *

- d. If the member's surviving spouse is the member's sole designated beneficiary and the surviving spouse dies after the member but before distributions to the surviving spouse begin, this subsection (b)(2), other than subsection (b)(2)a., will apply as if the surviving spouse were the member.

For purposes of this subsection (b)(2) and ~~subsection (e)~~, distributions are considered to begin on the member's required beginning date or, if subsection (b)(2)d. applies, the date of distributions are required to begin to the surviving spouse under subsection (b)(2)a. If annuity payments irrevocably commence to the member before the member's required beginning date (or to the member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(2)a.), the date distributions are considered to begin is the date distributions actually commence.

* * * * *

SECTION 7: That Chapter 2, Article VII, Division 3, Section 2 of the Code of Ordinances of the City of Arcadia, The City of Arcadia Police Officers' and Firefighters' Retirement System, is hereby amended by amending Section 2-207, Prior Police Service, subsection (5), to read as follows:

* * * *

- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or state law enforcement department or special district fire department, if such prior service forms or will form the basis of a retirement benefit or pension from another retirement system or plan as set forth in section ~~2-195(h)(2)~~ 2-195(l)(2).

* * * * *

SECTION 8: That Chapter 2, Article VII, Division 3, Section 2 of the Code of Ordinances of the City of Arcadia, The City of Arcadia Police Officers' and Firefighters' Retirement System, is hereby amended by amending Section 2-28, Deferred Retirement Option Plan, to read as follows:

Sec. 2-208. - Deferred retirement option plan.

- (a) *Definitions.* As used in this section, the following definitions apply:
 - (1) *DROP* means the City of Arcadia police officers' and firefighters' deferred retirement option plan.
 - (2) *DROP account* means the account established for each DROP participant under subsection (c).
 - (3) "Total return of the assets" -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (c)(2)b.2., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.

(b) *Participation.*

- (1) *Eligibility to participate.* In lieu of terminating his employment as a police officer or firefighter, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.
- (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.
- (3) *Period of participation.* As of the effective date of the ordinance adopting this section, a member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed 96 months beginning at the time his election to participate in the DROP first becomes effective. Any person who is currently participating in the DROP on the date that the DROP participation period is changed from 60 to 96 months, may participate in the DROP for up to 96 months. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city or county not later than the date provided for in the previous sentence. A member may participate only once.
- (4) *Termination of participation.*
 - a. A member's participation in the DROP shall cease by:
 1. Continuation of his employment as a police officer or firefighter at the end of his period of participation in the DROP as determined under subsection (b)(3); or
 2. Termination of his employment as a police officer or firefighter.
 - b. Upon the member's termination of participation in the DROP, pursuant to subsection (b)(4)a.1. above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection (d). when he terminates his employment as a police officer or firefighter.
 - c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.
- (5) *Effective date of DROP participation on the system.*
 - a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the member's salary for the purposes of calculating his average final compensation shall include an amount equal to any lump sum payments which would have been paid to the member and included as salary as defined herein, had the member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the member shall be deducted from the first payments to the member's DROP account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Sec. 2-209.
 - b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a police officer or firefighter, no amounts shall be paid to

him from the system until he terminates his employment as a police officer or firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a police officer or firefighter.

(c) *Funding.*

(1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

(2) *Transfers from retirement system.*

a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a police officer or firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a police officer or firefighter.

b. Except as otherwise provided in subsection (b)(4)b., a member's DROP Account under this subsection (c)(2) shall be debited or credited ~~after each fiscal year quarter~~ with either:

1. Interest at an effective rate of six and one-half percent per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the member's DROP Account as of such date (to be applicable to all current and future DROP participants); or

2. Earnings, to be credited or debited to the member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

The average daily balance in a member's DROP Account shall be credited or debited at a rate equal to the net investment return realized by the system for that quarter. "Net investment return" for the purpose of this subsection is the total return of the assets in which the member's DROP Account is invested by the board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b.2., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

~~3. Earnings received on investment plans or on investment vehicles which the board makes available to members for DROP investment purposes, so long as there is no additional cost to the system by making such choices available to the members.~~

Upon electing participation in the DROP, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

- c. A member's DROP account shall only be credited or debited with earnings or interest and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. Except as provided for in Section 2-210, if a member is employed by the city police or county fire departments after participating in the DROP for eight years, then beginning with the member's 97th month of DROP participation, the member's DROP account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the city police or county fire departments. A member employed by the city police or county fire departments after eight years of DROP participation will still not be eligible for pre-retirement death or disability benefits, nor will he accrue additional credited service, except as otherwise provided for in Section 2-209, Reemployment after retirement.

(d) *Distribution of DROP accounts on termination of employment.*

- (1) *Eligibility for benefits.* A member shall receive the balance in his DROP account in accordance with the provisions of this subsection (d) upon his termination of employment as a police officer or firefighter. Except as provided in subsection (d)(5), or Section 2-210, no amounts shall be paid to a member from the DROP prior to his termination of employment as a police officer or firefighter.
- (2) *Form of distribution.*
- a. Unless the member elects otherwise, distribution of his DROP account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection (d)(6) Elections under this paragraph shall be in writing and shall be made in such time or manner as the board shall determine.
- b. If a member dies before his benefit is paid, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.
- (3) *Date of payment of distribution.* Except as otherwise provided in this subsection (d), or Section 2-210, distribution of a member's DROP account shall be made as soon as administratively practicable following the member's termination of employment. Distribution of the amount in a member's DROP account will not be made unless the member completes a written request for distribution and a written election, on forms designated by the board, to either receive a cash lump sum or a rollover of the lump sum amount.
- (4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.
- (5) *Distribution limitation.* Notwithstanding any other provision of this subsection (d), all distributions from the DROP shall conform to the A minimum distribution of benefits' provisions as provided for herein.
- (6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in Section 2-204

(e) *Administration of DROP.*

- (1) *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.
- (2) *Individual accounts, records and reports.* The board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP Account, and the board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare or cause to be prepared and distributed to members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.
- (3) *Establishment of Rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The board shall also oversee the investment of the DROP'S assets.
- (4) *Limitation of liability.*
 - a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
 - b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

(f) *General provisions.*

- (1) *The DROP is not a separate retirement plan. Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section 2-208 for the remainder of his employment, rather than in the normal manner provided under the plan. Under termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.*
- (2) *Notional account.* The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.

- (3) No employer discretion. The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.
- (4) IRC limit. The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).
- (+ 5) *Amendment of DROP.* The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.
- (2 6) *Facility of Payment.* If the board shall find that a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.
- (3 7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.
- (4 8) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.
- (5 9) *Written elections, notification.*
- a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.
 - b. Each member or retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or retiree notifies the board of his address.
- (6 10) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city, the county nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(7 11) *Construction.*

- a. The DROP shall be construed, regulated and administered under the laws of the state, except where other applicable law controls.
- b. The titles and headings of the subsections in this section are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

(8 12) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

(9 13) *Effect of DROP on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9: That Chapter 2, Article VII, Division 3, Section 2 of the Code of Ordinances of the City of Arcadia, The City of Arcadia Police Officers' and Firefighters' Retirement System, is hereby amended by adding Section 2-211, Supplemental Benefit Component for Special Benefits; Chapters 175 and 185 Share Accounts, to read as follows:

Sec. 2-211. Supplemental benefit component for special benefits; chapters 175 and 185 share accounts.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this Plan, such benefit to be funded solely and entirely by Chapter 175 and 185 premium tax monies for each plan year which are allocated to this supplemental component as provided for in Sections 175.351 and 185.35. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members as follows:

(a) *Individual Member Share Accounts.* The board shall create individual member share accounts and maintain appropriate books and records showing the respective interest of each member hereunder. Each member shall have a member share account for his share of the Chapters 175 and 185 tax revenues described above, forfeitures and income and expense adjustments relating thereto. The board shall maintain a separate membership share account for each member, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

(b) *Share Account Funding.*

(1) Individual member share accounts shall be established as of September 30, 2015 for all members who were actively employed as of October 1, 2014. Individual member share accounts shall be credited with an allocation as provided for in the following subsection (c) of any premium tax monies which have been allocated to the share plan for that plan year, beginning with the plan year ending September 30, 2015.

(2) In addition, any forfeitures as provided in subsection (d), shall be allocated to the individual member share accounts in accordance with the formula set forth in subsection (d).

(c) *Allocation of Monies to Share Accounts.*

(1) *Allocation of Chapters 175 and 185 Contributions.*

- a. Effective as of September 30, 2015, the amount of any premium tax monies allocated to the share plan shall be allocated to individual member share accounts as provided for in this subsection. Members retiring (or entering DROP) on or after October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all premium tax monies allocated to the share plan in any subsequent plan year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual Member share accounts at the end of each plan year on September 30 (a "valuation date").

- b. On each valuation date, each current actively employed member of the plan not participating in the DROP, each DROP participant and each retiree who retires or DROP participant who has terminated DROP participation in the plan year ending on the valuation date (including each disability retiree), or beneficiary of a deceased member(not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:
 - c. The total funds subject to allocation on each valuation date shall be allocated to each share account of those eligible for an allocation in an amount equal to a fraction of the total amount, the numerator of which shall be the individual's total years and fractional parts of years of credited service as of the valuation date, and the denominator of which shall be the sum of the total years and fractional parts of years of credited service as of the valuation date of all individuals to whom allocations are being made. Beneficiaries shall receive an allocation based on the years of credited service of the deceased member.
 - d. Re-employed retirees shall be deemed new employees and shall receive an allocation based solely on the credited service in the reemployment period.
- (2) Allocation of Investment Gains and Losses. On each valuation date, each individual share account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual member share accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.
- Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.
- For purposes of calculating net earnings or losses on a member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.
- (3) Allocation of Costs, Fees and Expenses. On each valuation date, each individual share account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the share plan. These fees shall be allocated to each individual member share account on a proportionate basis taking the costs, fees and expenses of administration of the share plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual member share account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.
 - (4) No Right to Allocation. The fact of allocation or credit of an allocation to a member's share account by the board shall not vest in any member, any right, title, or interest in the assets of the trust or in the Chapters 175 and 185 tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.
 - (5) Members shall be provided annual statements setting forth their share account balance as of the end of the plan year.
- (d) Forfeitures. Any member who has less than six (6) years of service credit and who is not otherwise eligible for payment of benefits after termination of employment with the city or county as provided for in subsection (e) shall forfeit his individual member share account or the non-vested portion thereof. Forfeited amounts shall be redistributed to the other individual member accounts on each valuation date in an amount determined in accordance with subsection (c)(1).
 - (e) Eligibility For Benefits. Any member (or his beneficiary)who terminates employment as a police officer or firefighter with the City or County or who dies, upon application filed with the board, shall be entitled to be paid the value of his individual member share account, subject to the following criteria:

- (1) Retirement Benefit.
- a. A member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early retirement pursuant to Section 2-186, or if the member enters the DROP, upon termination of employment.
 - b. Such payment shall be made as provided in subsection (f).
- (2) Termination Benefit.
- a. In the event that a member's employment as a police officer or firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 2-189.
 - b. Such payment shall be made as provided in subsection (f).
- (3) Disability Benefit.
- a. In the event that a member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 2-188, subsection (a) or a not-in-line of duty disability benefit pursuant to Section 2-188, subsection (c), he shall be entitled to one hundred percent (100%) of the value of his share account.
 - b. Such payment shall be made as provided in subsection (f).
- (4) Death Benefit.
- a. In the event that a Member dies while actively employed as a police officer or firefighter, one hundred percent (100%) of the value of his share account shall be paid to his designated Beneficiary as provided in Section 2-187.
 - b. Such payment shall be made as provided in subsection (f).
- (f) Payment of Benefits. If a member terminates employment for any reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection (c) above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.
- (g) Benefits Not Guaranteed. All benefits payable under this Section 2-211 shall be paid only from the assets accounted for in individual member share accounts. Neither the city, the county nor the board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the board nor any trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the share account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the board subject to the restrictions otherwise applicable to fund investments.
- (h) Notional account. The share account established for such a member is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from employment. The member has no control over the investment of the share account.
- (i) No employer discretion. The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.
- (j) Maximum Additions. Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the code pursuant to the provisions of Section 2-195, subsection (k).
- (k) IRC limit. The share account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

SECTION 10: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Arcadia.

SECTION 11: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 12: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 13: That this Ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING, this _____ day of _____, 2015.

PASSED ON SECOND READING, this _____ day of _____, 2015.

PASSED ON THIRD READING, this _____ day of _____, 2015.

Alice Frierson, Mayor
Judy Wertz-Strickland

ATTEST:

Penny Delaney, City Clerk

Approved as to form:

City Attorney

AGENDA No. 9



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: September 15, 2015

DEPARTMENT: Legal
SUBJECT: Ordinance #1008 Amending Article I, Chapter 98 of the Code to Regulate or Prohibit the Use of Designated Streets by Commercial Vehicles.

RECOMMENDED MOTION: Approve the First Reading of Ordinance #1008

SUMMARY:

Due to damage caused by large, commercial vehicles traversing streets in the downtown area, City Council directed the City Attorney to research the City's ability to restrict the use of certain streets from commercial vehicles. Upon review of the Code, the City Attorney discovered there is currently no provision which authorizes the City to designate certain streets being prohibited to commercial vehicle through traffic.

Accordingly, the City Attorney proposes amendment to Article I, Chapter 98, which will allow the City to erect signs giving notice that certain streets may not be traversed by commercial vehicles, as defined in § 316.003(66), *Florida Statutes*. Exception is made for emergency vehicles, as defined in § 316.003(1), *Florida Statutes*, and commercial vehicles delivering or picking up materials or merchandise.

Copies of the cited sections of Chapter 316, *Florida Statutes*, are attached for your review.

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: 9/3/15
City Administrator: _____ Date: _____

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

ORDINANCE NO. 1008

AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA; AMENDING ARTICLE I OF CHAPTER 98 OF THE CITY OF ARCADIA CODE OF ORDINANCES REGULATING TRAFFIC AND VEHICLES IN GENERAL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Arcadia Code of Ordinances, Chapter 98, Traffic and Vehicles, provides for the regulation of traffic and vehicles throughout the corporate limits of the City of Arcadia; and

WHEREAS, the City Council of the City of Arcadia desires to revise certain provisions of Article I of Chapter 98, to reflect recent developments in the regulation of traffic and vehicles; and

WHEREAS, Section 316.008(1)(n), *Florida Statutes*, authorizes the City Council of the City of Arcadia to regulate or prohibit the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic; and

WHEREAS, Chapter 166, Florida Statutes, “The Municipal Home Rule Powers Act”, implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise the power for municipal purposes except when expressly prohibited by law and enact ordinances in furtherance thereof; and

WHEREAS, the City Council of the City of Arcadia has determined that the following amendments promote and protect the safety, health and convenience and general welfare of the residents of the City of Arcadia; and

WHEREAS, it appears to be in the best interest of the citizens of the City of Arcadia that Article I of Chapter 98 of the Code of Ordinances be amended as set forth herein,

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Arcadia, Florida:

SECTION 1. Findings. The Council hereby adopts and incorporates by reference herein all of the findings set forth above as findings of the Council.

SECTION 2. Amendment of the Code of Ordinances. The Code of Ordinances of the City of Arcadia is hereby amended by restating Article I of Chapter 98 to read as follows:

“ARTICLE I. IN GENERAL

Sec. 98-1. - Enforcement of chapter.

The duty to enforce the provisions of this chapter is hereby imposed upon the police department of the city under the supervision and direction of the City marshal.

Sec. 98-2. - Adoption of state uniform traffic control law.

There is hereby adopted by the city for the purpose of establishing rules and regulations for the regulation of vehicular and pedestrian traffic within the city, including permits and penalties, that certain law being F.S. ch. 316, and known as the Florida Uniform Traffic Control Law, and the same is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this section shall take effect, the provisions thereof shall be controlling in the regulation of traffic within the corporate limits of the city.

Sec. 98-3. - Speed limits.

(a) *Twenty miles per hour.* It shall be unlawful for any person to drive any motor vehicle over 20 miles per hour on the following streets located in the city:

Alabama Avenue from Bay Street to Harris Road.

Booker T. Washington Road from Harris Road to Hargrave Street.

Harris Road from Alabama Avenue to Booker T. Washington Road.

Oak Street from DeSoto Avenue to Orange Avenue.

(b) *Fifteen miles per hour.* It shall be unlawful for any person to drive any motor vehicle over 15 miles per hour on the following streets located in the city:

Monroe Avenue from Palmetto Street to Bay Street.

Sec. 98-4. - One-way streets and alleys.

When signs are erected indicating the direction of traffic as one-way, traffic shall move only in the direction indicated.

Sec. 98-5. - Through streets.

When signs are erected giving notice thereof, drivers of vehicles shall stop at every intersection before entering any through street.

Sec. 98-6. - Commercial Vehicle Through Traffic Restrictions.

(a) When signs are erected giving notice thereof, no person shall operate, or stop, stand, or park any commercial vehicle as defined in Section 316.003(66), *Florida Statutes*, upon any of the streets so designated. Exception is made for emergency vehicles as defined in Section 316.003(1), *Florida Statutes*; vehicles owned, operated, or contracted for by a governmental entity; or commercial vehicles using such streets for the purpose of delivering or picking up materials or merchandise, if such vehicles shall proceed directly from a street which is not so designated and return directly to an undesignated street so that such vehicle shall have traveled the shortest possible distance over the streets which are so designated.

(b) When signs are erected giving notice thereof, no person shall operate, or stop, stand or park any commercial vehicle as defined in Section 316.003(66), *Florida Statutes*, at the specified times upon any of the said streets so designated.

Sec. 98-7. - Penalty for violation of this Article.

(a) Every person found guilty of a violation of any provision of sections 98-3 through 98-6 shall be fined the sum of \$100.00; provided, that if such fine is not paid within 10 days after the issuance of a parking ticket, the fine shall be \$150.00; provided further, if such fine is not paid within 30 days after the issuance of a citation, the violator shall be fined as provided for parking tickets in F.S. § 316.1967.

(b) Every person found guilty of a violation of any other provision of the Florida Uniform Traffic Control Law, F.S. ch. 316, shall be punished as provided therein.”

SECTION 3. Codification. The publisher of the City’s Code of Laws, the Municipal Code Corporation, is directed to incorporate the amendments included in Section 2 above into the Code of Ordinances.

SECTION 4. Severability. If any section, sentence, clause, or other provision of this Ordinance 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 Ordinance.

SECTION 5. Effective Date. This ordinance shall be effective immediately upon final passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this
__ day of _____, 2015.

CITY OF ARCADIA, FLORIDA

JUDY WERTZ-STRICKLAND, MAYOR

ATTEST:

By: _____
PENNY DELANEY, CITY CLERK

PASSED ON FIRST READING: _____, 2015

PASSED ON SECOND READING: _____, 2015

APPROVED AS TO FORM:

THOMAS J. WOHL, CITY ATTORNEY

West's F.S.A. § 316.003

316.003. Definitions

Effective: July 1, 2014

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

(1) Authorized emergency vehicles.—Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

(66) Commercial motor vehicle.—Any self-propelled or towed vehicle used on the public highways in commerce to transport passengers or cargo, if such vehicle:

- (a) Has a gross vehicle weight rating of 10,000 pounds or more;
- (b) Is designed to transport more than 15 passengers, including the driver; or
- (c) Is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act, as amended (49 U.S.C. ss. 1801 et seq.).

A vehicle that occasionally transports personal property to and from a closed-course motorsport facility, as defined in s. 549.09(1)(a), is not a commercial motor vehicle if it is not used for profit and corporate sponsorship is not involved. As used in this subsection, the term “corporate sponsorship” means a payment, donation, gratuity, in-kind service, or other benefit provided to or derived by a person in relation to the underlying activity, other than the display of product or corporate names, logos, or other graphic information on the property being transported.

West's F. S. A. § 316.003, FL ST § 316.003

Current through Ch. 232 (End) of the 2015 Sp. A Sess. of the Twenty-Fourth Legislature

AGENDA No. 10



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: September 15, 2015

DEPARTMENT: Legal
SUBJECT: Salvation Army Lease Agreement - Former Police Station

RECOMMENDED MOTION: Approve the proposed Commercial Lease Agreement with the Salvation Army for the former City of Arcadia Police Station.

SUMMARY:

At the August 4, 2015 City Council Meeting, Council directed the City Administrator and City Attorney to put together a one (1) year lease agreement with the Salvation Army for use of the former City of Arcadia Police Station.

In addition to monthly rent of \$150.00, the Salvation Army is to be responsible for all utilities, overhead, and repairs. The premises are to be used for the purpose of providing poverty relief and other charitable objects beneficial to the local community. Said poverty relief and charitable objects shall be limited to the following:

1. Florida Power & Light Care-to-Share Program.
2. Providing furniture to those in need.
3. Food pantry.
4. Rental assistance.
5. Clothing assistance.
6. Back-to-school supply giveaways in July and January.
7. Thanksgiving food gift certificates giveaway in November.
8. Christmas gift, toy, and clothing drive in December

However, the Lease allows the Salvation Army to provide additional services upon the City's express written consent.

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: 8/28/15
City Administrator: _____ Date: _____

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

COMMERCIAL LEASE

This is an agreement between **CITY OF ARCADIA**, a Florida municipal corporation (herein called "Owner"), whose mailing address is 23 N. Polk Avenue, Arcadia, Florida 34266 and **THE SALVATION ARMY**, a Florida non profit corporation (herein called "Tenant"), whose mailing address is P.O. Box 495126, Port Charlotte, Florida 34949.

1. **PROPERTY; LEASE AND DURATION.** Owner hereby leases the building and lands known as the former City of Arcadia Police Station, which is located at 17 N. Polk Avenue, Arcadia, Florida, (herein called the "Premises") to Tenant upon the terms and conditions set forth below for a one (1) year term beginning October 1, 2015 and ending September 30, 2016.

2. **RENT.** Tenant shall pay to Owner rent of \$150.00 per month. Tenant shall make the first payment on or before October 1, 2015 and monthly payments thereafter on or before the 1st day of each month during the term of this Lease. As additional consideration, Tenant agrees to maintain the Premises and provide supervision for the use of the Premises.

3. **USE.** Tenant shall use the Premises for the purpose of providing poverty relief and other charitable objects beneficial to the local community. Said poverty relief and charitable objects shall be limited to: a) the Florida Power & Light Care-to-Share Program; b) providing furniture to those in need; c) food pantry; d) rental assistance; e) clothing assistance; f) back-to-school supply giveaways in July and January; g) Thanksgiving food gift certificates giveaway in November; and h) Christmas gift, toy, and clothing drive in December. Tenant may provide additional services upon Owner's express written consent, which shall not be unreasonably withheld. Tenant will make no unlawful, improper, or offensive use of the Premises.

4. **ALTERATIONS.** Tenant may make additions or alterations in or to the Premises with Owner's approval, which approval will not be unreasonably withheld. Tenant shall be responsible for the cost of any additions or alterations made by Tenant and shall protect and reimburse Owner against possible mechanics', laborers' and materialmen's liens upon the Premises. All exterior signage must be approved in advance by Owner, in writing, as to size, location, content, color and material.

5. **REPAIRS; PREMISES.** Tenant shall keep the Premises in good order and repair, subject to reasonable and ordinary wear and tear.

6. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Premises without the written consent of Owner. This prohibition does not include temporary rentals which complement the public purpose of this Lease. Any temporary rental of the Premises will be on a non-discriminatory basis.

7. **INSURANCE AND INDEMNITY.** Tenant will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies authorized to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency.

These minimum insurance requirements shall not be interpreted to in any way limit Tenant's defense and indemnity obligations:

- A. Specifically recognize and insure the contractual liability assumed by Tenant under this Agreement;
- B. Provide that Tenant's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to Owner and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to Owner except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against Owner; and
- E. Should Tenant's policies provide a limit of liability in excess of such Amounts, Owner shall have the right of the benefit to the full extent of the coverage available.

PROPERTY COVERAGE. Tenant shall procure and maintain for the life of the lease, All Risk/Special Form, coverage including sinkhole and wind storm insurance coverage (or its equivalent), to cover loss resulting from damage to or destruction of the building or any improvements. The policy shall cover a minimum of 100% replacement cost, and it is preferred that it include an agreed value endorsement to waive coinsurance. Tenant shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and Tenant's leasehold improvements.

LIABILITY INSURANCE. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Owner, such insurance to afford minimum protection of not less than \$500,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Owner shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance and Tenant shall provide Owner with current Certificates of Insurance evidencing Tenant's compliance with this paragraph.

CERTIFICATE OF INSURANCE. Upon execution of this Agreement, Tenant must furnish a Certificate of Insurance to Owner evidencing the insurance required herein, written or translated in English. From thereon, Tenant will furnish a valid Certificate of Insurance to Owner annually at the address in the "Notices" clause of this Agreement.

TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES:

Tenant shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of Tenant to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse Owner and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by Tenant.

TENANT'S NEGLIGENCE. If the leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

INDEMNIFICATION. Tenant shall indemnify Owner and hold Owner harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by Tenant, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of Owner. This provision shall survive the expiration of the term of this Lease.

8. **UTILITIES.** Owner shall not be obligated to pay any charges for any telephone service, gas, electricity, water, sewer or other utility service or commodity procured or consumed by Tenant.

9. **HAZARDOUS WASTE.** Tenant will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever.

10. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

11. **REMEDIES FOR BREACH.** If Tenant breaches any term or condition of this lease, Owner may bring suit to collect all back rent and taxes and terminate this lease and resume possession of the Premises for Owner's account, but Owner's failure to file suit or so terminate shall not be a waiver of Owner's right to do so in case of a continuing or subsequent default or breach. In any action brought by either party for the enforcement of the obligations of the other party, the

prevailing party shall be entitled to recover from the other party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections, from the losing party.

12. **ENTRY BY OWNER.** Tenant shall allow Owner's agent to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the Premises.

13. **NO LIENS CREATED.** Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under Tenant. All persons contracting with Tenant, or furnishing materials or labor to Tenant, shall be bound by this provision. Should any such lien be filed, Tenant shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. Tenant is not the agent of Owner so as to confer upon a laborer bestowing labor upon the leased Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased Premises, a construction lien upon Owner's estate under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

14. **SUITABILITY OF PREMISES.** Tenant acknowledges having examined the Premises thoroughly before entering into this lease, and does not rely upon any representations by Owner as to the Premises' suitability for the Tenant's purposes.

15. **NOTICES.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

Tenant

Captain Josue Prieto
Salvation Army, Port Charlotte Corps
P.O. Box 495126
Port Charlotte, Florida 33949

Owner

City Administrator
City of Arcadia
23 N. Polk Avenue
Arcadia, Florida 34266

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

16. **PUBLIC FACILITY.** Tenant shall upon Owner's request, allow such other temporary public use of the Premises as shall be compatible with and not in conflict with Tenant's use thereof so long as such other user shall pay its reasonable share of Tenant's expenses of maintenance, upkeep and utilities of the Premises.

17. **SEVERABILITY.** It is the intention of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

18. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided, the covenants and conditions herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **NO LIABILITY OF LESSOR.** Owner shall not be liable for any damages done to Tenant's personal property for any reason, including by or from plumbing, gas, water, or other pipes or electrical service in, above, on or about the Premises, nor for damage occasioned thereto by water being upon, or coming through the roof or otherwise, nor for any damage arising from acts of negligence of Tenant.

20. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

21. **RECORDING.** This Lease may not be recorded.

22. **MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each of which shall be deemed an original.

DATED this ____ day of _____, 2015.

Two Witnesses as to Owner:

OWNER: CITY OF ARCADIA

(Printed Name) _____

By: _____
Judy Wertz-Strickland, Mayor

(Printed Name) _____

Attest: _____
Penny Delaney, City Clerk

(corporate seal)

Two Witnesses as to Tenant:

TENANT: THE SALVATION ARMY

(Printed Name) _____

By: _____
_____, as its _____

(Printed Name) _____

By: _____
_____, as its _____

(corporate seal)

AGENDA No. 11



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: September 15, 2015

DEPARTMENT: Administration
SUBJECT: JimSpace Rebuild Project

RECOMMENDED MOTION: Motion to authorize a JimSpace team to demolish and reconstruct the JimSpace children's play area.

SUMMARY: Twenty plus (20+) years ago, the City of Arcadia and DeSoto County residents joined together to build the JimSpace parent-child interactive play area. This playground has weathered to the point it requires replacement. The JimSpace team has raised money to accomplish this project. Because it sits on City property, it will require the approval of the Arcadia City Council to move forward with the demotion and reconstruction.

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

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

Department Head: _____ Date: _____

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

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

City Administrator: Terry Stewart _____ Date: _____

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

Penny Delaney

From: Pat Backer [pbacker@fsbarcadia.com]
Sent: Wednesday, September 02, 2015 3:50 PM
To: Penny Delaney
Cc: 'Danielle@heartlandlaw.com'
Subject: City of Arcadia letter for JimSpace .docx
Attachments: City of Arcadia letter for JimSpace .docx

Penny,
We would like to be added to the agenda for September 15th if at all possible. We need to do demolition later this month.

Thanks!
Pat
(863) 494-2220

Pat Backer
Executive VP and Cashier

P: 863-494-2220
F: 863-494-1554
E: pbacker@fsbarcadia.com

400 North Brevard Avenue
Arcadia, FL 34266



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A Kid's Place!

August 10, 2015

Mr. Terry Stewart, City Administrator
City Council Members
City of Arcadia
Arcadia, FL 34266

Dear Mr. Stewart and Council Members;

Over twenty years ago, Desoto County came together with the vision to build a place where children could play that was designed conducive to parent-child interaction. Our community saw that idea to fruition and JimSpace was born.

For many years, JimSpace has served our community as a place where kids can simply and safely be kids. Over time, the playground has weathered and for this reason JimSpace supporters, including members of the original JimSpace building committee, and many new faces have reorganized to rebuild the playground. Like before, the achievement of this project will require the committed support of friends and family. The revitalized playground will benefit all who live, work, and love our community.

This rebuild project will require demolition of the existing playground prior to the build. The build is scheduled for November 4-8, 2015 and the new playground will be complete by the end of the build on Sunday evening. We welcome you all to join us for the ribbon cutting that evening.

The new playground will reduce the maintenance cost of the playground since the new playground is not built with wood. The existing playground requires it to be re-sealed every 18 months and is very expensive. The new product that will be used has a 50 year warranty and similar to the new dock material.

Our goal is to provide a place where another generation of "JimSpace Kids" can grow from healthy and happy kids to healthy and productive adults. Please feel free to contact me if you would to set up a workshop or other meeting to discuss our plans. (863) 494-2220 x5236 It is my understanding that we will need an MOU from the City to complete this project.

We look forward to meeting with you!

Sincerely,

Pat Backer
Co-General Coordinator
JimSpace Team

Project Plan



A Kid's Place!

Community Playground
2015

History

Twenty years ago the community came together to build Jim Space Community Playground in memory of Jim Crews. Jim passed away unexpectedly at the age of 34 and left behind a wife and 4 children and a community that loved and respected him. Jim's friends knew that building a special playground where all children could play would be the best way to honor him.

Now twenty years later some of the same people that helped build the playground when they were kids are again working together to build a new Jim Space for the next generation. Many others have joined in the efforts due to their interest in this unique playground.

Just the Beginning

The project will kick off with the Design Day scheduled for January 29, 2015. We anticipate building the playground in November 2015 which means there will be fundraising events throughout the year. We will recruit various community leaders throughout the community to fill positions on committees that are needed. Fortunately, Leathers and Associates has shared their guides with us to help guide us through the process.

Committees

Steering Committee

The Steering Committee will be organized and will include all chairs and co-chairs of the committees. This group of people will include individuals that are capable, dependable and enthusiastic about the rebuild of the Jim Space community playground. This key group will include a diverse cross-section of the community since we want to include all segments of the community in this re-build project.

General Coordinators

We plan to have three people co-chair this position to spread out the responsibility. These will be high energy people that get things done but can be tactful with others especially within the community networking responsibilities that will be associated with this role. Good interpersonal skills as well as delegation skills are a must for these general coordinators.

Fundraising Coordinators

We plan to have two people co-chair this position with several strong assistants. This is the most important aspect of a successful project. Past experience with fundraising will be important as well as networking within the community. This team will help coordinate individual events and take charge of others.

Public Relations Coordinators

Our plan is to again have two people to co-chair this responsibility to get the word out through the community by radio, newspaper and television. This team will be responsible for posters, flyers, programs, etc. Some experience with media will be helpful but the people in this role must be organized, persistent and have good follow-through skills. Having some sort of graphic ability or website ability or contacts for both would be a plus.

Volunteer Coordinators

This is a crucial position that will require even more attention as we approach the build day. We plan to start out with two people to coordinate the list of volunteers and keep track of volunteer numbers. We will draw from this list for various events throughout the fundraising period. Additional people will join the committee closer to the build date to be able to coordinate the different areas of individuals, businesses, service groups, miscellaneous groups, and the call-a-thon.

Children's Committee Coordinators

The children's committee coordinators serve as the liaison between the steering committee and all of the children in the community. These two people will be responsible for keeping the children involved, excited, and encouraging them to help with the rebuild of Jim Space. The coordinators must be good with children and be prepared to act as friends to the children as they keep them updated on the project's progress.

Coordinators for Childcare

These coordinators will provide supervision and activities for children during the construction phase. It is beneficial for at least one person on this team to be connected with a preschool or elementary school.

Materials Coordinators

We plan to have two coordinators for materials. At least one of the coordinators will be in the construction business with contacts that can be used to help obtain the best deal available for materials. Because we are asking for donated materials as well as low cost purchased materials, it will be important to involve members that are willing to ask for favors on this project. The purchase coordinator in this group should be familiar with buying practices and the network or companies that supply materials.

Food Coordinator

We plan to have one person to take charge of acquiring food and organizing meals for workers during construction. The coordinator should be experienced with providing large dinners and good with coordinating their recruited team of individuals as well.

Design and Special Features Coordinator

We plan to have one person head up a committee of both adults and youth. This person should have a creative mind and connections with local artists is a plus. We want to involve the local area talent in this project by encouraging imaginative input.

Special Needs Coordinator

We plan to have at least one person to review the design and offer input on the accessibility of the playground for children with a broad range of disabilities. We want the playground to be designed and built so that it can be enjoyed by all children in the community

Budget

The budget will be comprised of the materials list as well as the project proposal and include all aspects of the project. This budget is the estimate of what the actual cost will be without donations or price

reductions of materials or other donated items. The site is already available since the rebuild will be completed in the same area of the North Arcadia Avenue Park located in the City of Arcadia.

Fundraising

Our project goal is \$225,000. We plan for many different avenues of fundraising. We will be visible in the community with various community events such as the Rodeo and Watermelon Festival as well as attending local Chamber of Commerce functions to get the word out.

Corporate Sponsors

Fundraising Committee members will give presentations on the project to local civic organizations as well as the City and County governments to keep them apprised of the project's progress. Large corporate sponsors will be contacted with options for large donations in possibly Bronze, Silver and Gold categories. We estimate corporate sponsorships to raise over \$50,000.

Component Sales

One of the fundraising projects will be in the form of selling various components that will make up the playground. This allows for individuals or businesses to purchase a component of the playground and receive recognition for that portion of the component they sponsor. For instance, someone could purchase the "Bulldog Slide" which would be one component of the playground. The estimate for components sales have been priced to raise over \$110,000 if 100% of the components are sold.

Picket Sales

A smaller fundraising project is the sale of "Pickets". We have 380 pickets to sell to build the tot area of the playground and the pickets will be engraved with a name. This can be a child's name, grandchild's name, family name, or other. If we can sell 100% of the pickets, we can raise \$13,000. Although this is a smaller fundraising effort, this will allow smaller donors to help the build in a financial way.

Coin Challenge

We plan to involve the children in a coin raising challenge in late August 2015 after they return from summer vacation, and closer to the build date, to keep the awareness fresh in their minds. We will include all three elementary schools just as we did in the design day of the new playground.

Dinner/Silent Auction

We will also plan a fall event that consists of a dinner and a silent auction to again bring the awareness fresh in the minds of the community. We are hopeful that this event will raise at least \$20,000.

Grants

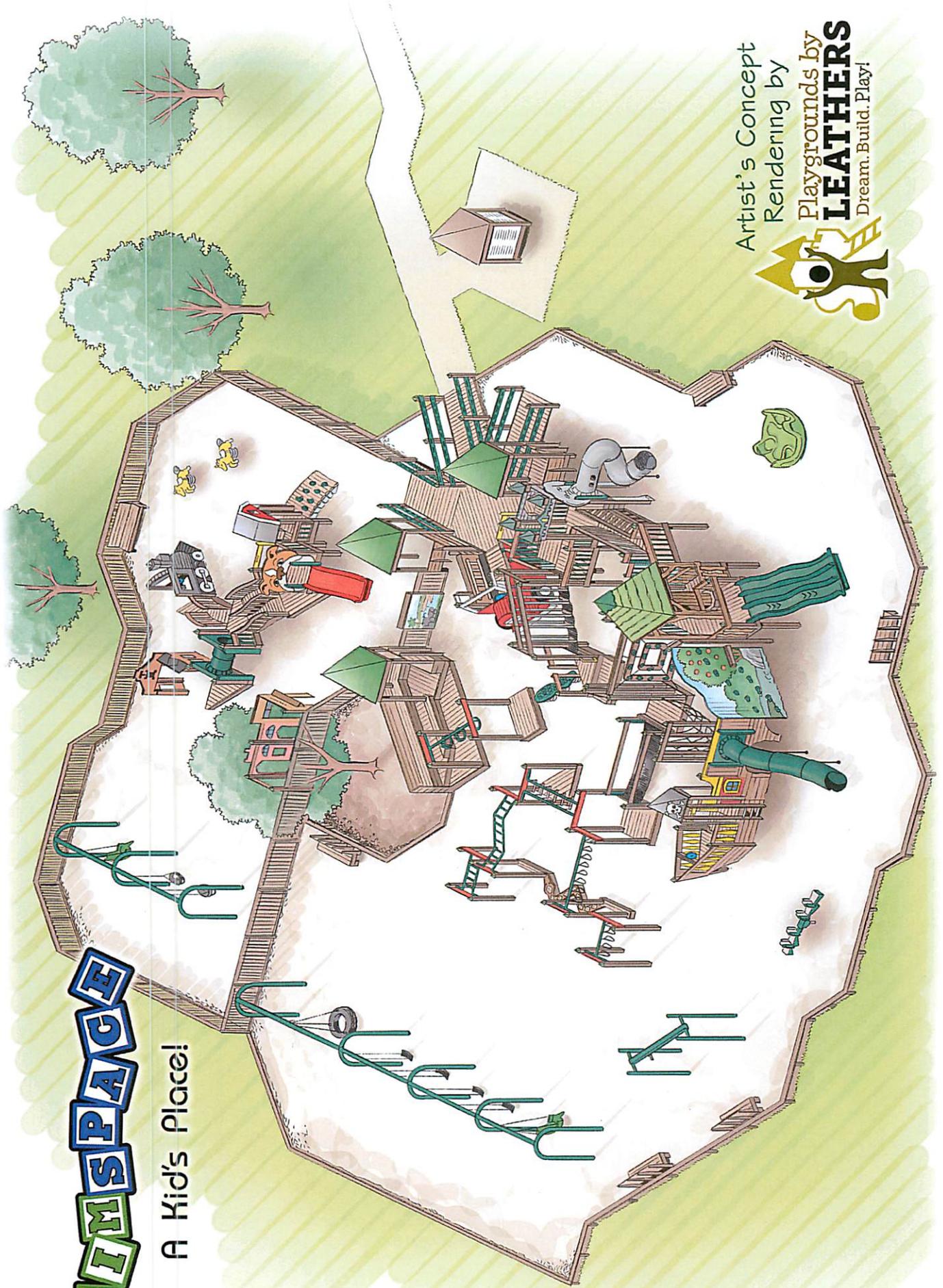
We will also look for grant options if available for this project. These will be applied for immediately to keep our project on schedule.

Volunteers

We plan to reach out for volunteers of every skill set. Volunteer sign-up sheets will be encouraged at every event attended. This is a community project and everyone is invited and encouraged to help!

JIMSPACE

A Kid's Place!



Artist's Concept
Rendering by
Playgrounds by
LEATHERS
Dream. Build. Play!



AGENDA No. 12



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: September 15, 2015

DEPARTMENT: Finance
SUBJECT: 2015-16 Insurance Renewals – for both the Package Policy and Worker’s Compensation

RECOMMENDED MOTION: Motion to approve these policies for renewal

SUMMARY: Lew Ambler with DeSoto Insurance Agency, Inc. will present the 2015-16 renewal quotes and premium changes for the Package Policy and Worker’s Compensation.

FISCAL IMPACT: Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

Finance Director _____ Date: _____

City Attorney _____ Date: _____

City Administrator: _____ Date: _____

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

Named Covered Party: City of Arcadia
Term: 10/1/2015 to 10/1/2017
Coverage Provided By: Preferred Governmental Insurance Trust
Renewal Quote No: PK2FL10142001 15-12

PREMIUM BREAKDOWN FOR PACKAGE POLICY

	2014-15 <u>(Previous Year)</u>	2015-16 <u>(New Quote)</u>
Property (Includes Flood/Boiler & Machinery if applicable)	\$140,638	\$132,609
Inland Marine	\$ 18,861	\$ 14,054
Crime	\$ 1,155	\$ 1,155
General Liability	\$ 30,016	\$ 31,364
Public Officials and Employment Practices Liability	\$ 37,143	\$ 36,843
Law Enforcement Liability	\$ 15,868	\$ 16,119
Automobile Liability	\$ 34,116	\$ 34,679
Automobile Physical Damage	<u>\$ 13,364</u>	<u>\$ 18,465</u>
TOTAL PREMIUM:	\$291,161	\$285,288



Renewal Quote No.: PK2FL1 0142001 15-12

Effective: 10/01/2015

Renewal Quote Expiration Date:10/01/2015 12:00 AM

Renewal Quote Reference Number: 46051

Portal Reference Number:210554

RENEWAL QUOTE FOR

City of Arcadia

P. O. Box 1000
Arcadia, FL 34265

Presented by Public Risk Underwriters for:

MRB & Associates II, LLC DBA DeSoto Insurance Agency

P. O. Box 880
Arcadia, FL 34265-0880

8/26/2015 7:23 AM



Named Covered Party: City of Arcadia
Term: 10/01/2015 to 10/01/2017
Coverage Provided By: Preferred Governmental Insurance Trust
Renewal Quote No.: PK2FL1 0142001 15-12

WHY PREFERRED?

Over 400 members and 15 years of service establishes that Preferred Governmental Insurance Trust fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. This is why we are clearly Preferred.

Service provided by local retail agents, dedicated loss control safety managers, and the claims expertise provided by PGCS Claim Services combine to provide optimal Member service. Members have 24/7 access to on-line claims information. Safety training is provided live in person and on-line at no additional cost to Members.

Preferred offers property appraisals to all new members upon first joining the Trust and trending of values is performed periodically after the initial appraisals. Initial appraisals are done for all scheduled buildings valued at \$100,000 or higher on the submitted property schedule. Once the initial appraisal is completed, the members then have the choice to insure at appraised values with the Blanket coverage or remain at submitted values with the coverage agreement being endorsed to "stated values" with an 80% co-insurance clause.

Preferred provides a full range of risk financing options that are available from first dollar to self insured excess coverage. Public Officials/Employment Practices coverage includes coverage for cyber liability, non-monetary claims including injunctive relief, EEOC, sunshine violations, petition recall, public records law, with defense costs outside of member deductible. General Liability coverage includes a sublimit for inverse condemnation. At Preferred, only workers compensation is subject to audit thus avoiding additional premium charges beyond policy expirations.

Additional marketing material may be found on-line at www.publicrisk.com/portal . Click on portal docs for the following programs and benefits:

Badge Program - Cardiac Case management for all police and fire department personnel
Cyber Liability Coverage
HR Risk Management Helpline
Preferred Loss Control Services
Preferred Online Training via Target Solutions platform
Preferred Property Catastrophe Solution
Why Preferred
Preferred Financial Strength
Member Services Guide
Preferred TIPS



Named Covered Party: **City of Arcadia**

Term: **10/01/2015 to 10/01/2017**

Coverage Provided By: **Preferred Governmental Insurance Trust**

Renewal Quote No.: **PK2FL1 0142001 15-12**

Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (PGIT). PGIT is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. PGIT has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

PGIT has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer PGIT's operations. The administrative services provided by PRU to PGIT include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of PGIT Coverage Agreements / PGIT Member Liaison / Risk Assessment and Control

Pursuant to its contract with PGIT, Public Risk Underwriters (PRU) receives an administration fee, based on the size and complexity of the account, of up to 12.0% of the PGIT premiums billed and collected.

PGIT has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of PGIT members. The services provided by PGCS to PGIT may include:

Claims Liaison with Insurance Company / Claims Liaison with PGIT Members / Claims Adjustment

Pursuant to its contract with PGIT, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to PGIT.

PGIT also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of PGIT's insurance policies, and for individual risk placements for some PGIT members (excess and surplus lines, professional liability coverage, etc.) The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to PGIT for your coverage. Some wholesale brokers used by Brown to place your coverage may also act as Managing General Agents for various insurance companies, and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of your property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company owned by Brown & Brown Inc.

IMPORTANT NOTE:

This quote covers two (2) annual twelve month periods, from 10/01/2015 12:00:00 AM to 10/01/2016 12:00:00 AM and from 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM. The following conditions apply in addition to all other conditions of this quote:

- A. All Aggregate limits reset for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM. Losses applying to one annual coverage period will not erode the aggregate limits of another annual coverage period.
- B. The premium for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM will be determined based on updated exposure

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

values for this period.

- C. Rates for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM will be identical to those for the period commencing 10/01/2015 12:00:00 AM, with premiums subject to the following:
1. NCCI Experience modification factors will be applied as promulgated.
 2. Changes to Schedules: Property, Inland Marine, and Automobile
 3. Payroll
 4. Number of Employees
- D. In the event of cancellation of any line of business within 90 days after the first day of either annual coverage period, the premium for such line(s) shall be 25% minimum earned. In the event of cancellation of any line of business following the initial 90 days of each annual coverage period, a penalty equal to 60 days premium of such line(s) of business shall become earned, any provision of the agreement to the contrary notwithstanding.
1. This penalty is earned and payable regardless of when notice of such cancellation is given, or the effective date of such cancellation.



Named Covered Party:

City of Arcadia

Term:

10/01/2015 to 10/01/2017

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

PK2FL1 0142001 15-12

PROPERTY COVERAGE

Blanket Building & Contents Limit, per attached schedule	\$21,997,368
<u>Extensions of Coverage</u>	
Accounts Receivable	\$250,000
Additional Expense	\$100,000
Animals	\$1,000/\$5,000
Loss of Business Income	\$100,000
Debris Removal - limit shown or 25% of loss, whichever is greater, per occurrence	\$250,000
Demolition, Ordinance and ICC	\$500,000
Expediting Expense	\$5,000
Fire Department Charges	\$25,000
Fungus Cleanup Expense	\$10,000/\$20,000
Lawns, Plants, Trees and Shrubs	\$25,000
New Locations	\$2,000,000
Personal Property of Employees	\$25,000/\$50,000
Pollution Cleanup Expense	\$25,000/\$50,000
Preservation of Property	\$250,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000
Errors and Omissions	\$250,000
Vehicle Property Coverage	\$0
Buildings Under Construction	If Shown on Property Schedule
Flood Limit - Per Occurrence and Aggregate	\$1,000,000
Excess of NFIP, whether purchased or not	
Earth Movement Limit - Per Occurrence and Aggregate	\$0
TRIA (Including Inland Marine if applicable)	Not Included
Boiler & Machinery	\$21,997,368
<u>Deductibles</u>	
Per Occurrence Building & Contents and Extensions of Coverage	\$25,000
Per Occurrence for Named Windstorm	2 %
	Subject to Minimum of:
	\$35,000
Per Flood, except zones A, V excess of NFIP, whether purchased or not	\$25,000
Per Earth Movement	\$0

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Named Covered Party:

City of Arcadia

Term:

10/01/2015 to 10/01/2017

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

PK2FL1 0142001 15-12

INLAND MARINE COVERAGE

Blanket Unscheduled Inland Marine \$75,000
 (Subject to \$25,000 any one item excludes Watercraft)

Scheduled Inland Marine \$1,986,296

Total All Inland Marine \$2,061,296

Inland Marine Deductible & Valuation Type Per attached schedule

CRIME COVERAGE

Coverage Description:	Limit	Deductible
Forgery and Alteration	\$0	\$1,000
Theft, Disappearance or Destruction	\$0	\$1,000
Computer Fraud including Funds Transfer Fraud	\$0	\$1,000
Employee Dishonesty, including faithful performance, per loss	\$10,000	\$1,000

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$2,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Limit	Included
Employee Benefits Liability Limit, per person	\$2,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$0
Fire Damage Limit	Included
Sewer Backup & Water Damage Limit	\$10,000/\$200,000
General Liability Deductible	\$0
Ratable payroll	\$1,865,873

LAW ENFORCEMENT LIABILITY COVERAGE (Occurrence)

Law Enforcement Liability Limit:	Per Person	\$6,000,000
	Per Occurrence	\$6,000,000
	Aggregate	N/A
Law Enforcement Liability Deductible		\$2,500
#of FT Officers	14	
#of PT Officers	3	
#of Volunteer Officers	2	



Named Covered Party:

City of Arcadia

Term:

10/01/2015 to 10/01/2017

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

PK2FL1 0142001 15-12

PUBLIC OFFICIALS LIABILITY COVERAGE (Claims Made)

Public Officials Liability Limit	Per Claim	\$3,000,000
	Aggregate	\$3,000,000
Public Officials Liability Deductible		\$2,500
Payroll		\$2,425,007
	Retroactive Date	
Supp Payments:	Pre-termination \$2,500 per employee - \$5,000 annual aggregate	
	Non-Monetary \$100,000 aggregate	

EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE (Claims Made)

Employment Related Practices Liability Limit:	Per Claim	\$3,000,000
	Aggregate	\$3,000,000
Employment Related Practices Liability Deductible		\$2,500
Employment Practices Retroactive Date		
#of FT Employees	72	
#of PT Employees	17	
#of Volunteer Employees	2	

Sublimit of POL/EPLI

Cyber Liability - Included only if POL/EPLI coverage written

Media Content Services Liability	Network security Liability
Privacy Liability	First Party Extortion Threat
First Party Crisis Management	First Party Business Interruption

Voluntary notification endorsement is included.

Limits: \$1,000,000 each claim/\$1,000,000 annual aggregate per member



Named Covered Party:

City of Arcadia

Term:

10/01/2015 to 10/01/2017

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

PK2FL1 0142001 15-12

EXCESS WORKERS' COMPENSATION COVERAGE

Part I Worker's Compensation Limit

N/A

Part II Employers' Liability Limit

Bodily Injury by Accident

Each Accident

N/A

Bodily Injury by Disease

Agreement Limit

N/A

Bodily Injury by Disease

Each Employee

N/A

Self Insured Retention

\$1,865,873

\$559,134



Named Covered Party:

City of Arcadia

Term:

10/01/2015 to 10/01/2017

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

PK2FL1 0142001 15-12

AUTOMOBILE COVERAGE

COVERAGE	SYMBOL	LIMIT	DEDUCTIBLE
Liability	1	\$1,000,000	\$0
Personal Injury Protection	5	Statutory	\$0
Added PIP	N/A	Not Included	
Auto Medical Payments	N/A	Not Included	
Uninsured / Underinsured Motorist	N/A	Not Included	
Physical Damage Comprehensive Coverage	7, 8	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Comprehensive limit: \$60,000	Per attached schedule
Physical Damage Collision Coverage	7, 8	Actual cash value or cost of repair, whichever is less, minus deductible. Hired Collision limit: \$60,000	Per attached schedule

AUTOMOBILE SYMBOLS*

1	Any "Auto"
2	Owned "Autos" only
3	Owned private passenger "Autos" only
4	Owned "Autos" other than private passenger "Autos" only
5	Owned "Autos" subject to No-Fault
6	Owned "Autos" subject to a Compulsory Uninsured Motorist Law
7	Scheduled "Autos" only
8	Hired "Autos" only
9	Non-owned "Autos" only
* These are abbreviated descriptions. A full description of symbols is included in the coverage agreements	

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Named Covered Party:

City of Arcadia

Term:

10/01/2015 to 10/01/2017

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

PK2FL1 0142001 15-12

Second Year

	First Year	Estimate
TOTAL PREMIUM DUE	\$285,288	\$285,288

Pay Term: PKG - 50% Down, 25% due at 75 days and 25% due at 166 days

First payment of \$142,644.00 is due 10/01/2015.

Second payment of \$71,322.00 is due 12/15/2015

Third payment of \$71,322.00 is due 03/15/2016

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Law Enforcement Liability, Public Officials Liability, Employment related Practices Liability.

Deductible does not apply to defense cost. Self Insured Retention does apply to defense cost.

RENEWAL QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
2. Renewal quote is subject to review and acceptance by PGIT Board of Trustees
3. The Coverage Agreement shall be 25% minimum earned as of the first day of the "Coverage Period".
4. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
5. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
6. The PGIT Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by PGIT on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
7. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.



Named Covered Party: **City of Arcadia**
Term: **10/01/2015 to 10/01/2017**
Coverage Provided By: **Preferred Governmental Insurance Trust**
Renewal Quote No.: **PK2FL1 0142001 15-12**

Additional terms and conditions, including but not limited to:

- 1) Quote is subject to receipt of the following information by 11/01/2015:
 - a) Signed first page of the PGIT Application (Florida Fraud Statement)
 - b) Initialed and signed PGIT POL/EPLI Application
 - c) Signed UM form
 - d) Signed Signature page
- 2) OPTIONS (All other terms and conditions remain the same):
 - a) \$2,269,696 Scheduled Inland Marine Limits = \$15,888 Annual Premium

Property Newly Acquired Locations - During the proposed Coverage Agreement period, we will not charge an additional premium for new locations if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then additional annual premium will be invoiced by endorsement. For two year coverage periods, additional premium will be charged on the second annual installment if premium added during the first year of the coverage agreement.

AGENCY INFORMATION RECAP

Renewal Quote Reference Number: 46051
8/26/2015 7:23 AM



Named Covered Party: City of Arcadia
Term: 10/01/2015 to 10/01/2017
Coverage Provided By: Preferred Governmental Insurance Trust
Renewal Quote No.: PK2FL1 0142001 15-12

FIRST YEAR

	Premium
Property (Includes Flood/Boller & Machinery if applicable)	\$132,609
Inland Marine	\$14,054
Crime	\$1,155
General Liability	\$31,364
Public Officials and Employment Practices Liability	\$36,843
Educators Legal Liability	Not Included
Law Enforcement Liability	\$16,119
Automobile Liability	\$34,679
Automobile Physical Damage	\$18,465
Garage/Garage Keepers	Not Included
Excess Workers' Compensation	Not Included
TOTAL PREMIUM DUE	\$285,288



COVERED PARTY: City of Arcadia
 AGREEMENT NO.: PK2FL1 0142001 15-12
 AGREEMENT PERIOD: 10/01/2015 to 10/01/2017

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

- a. I hereby reject Uninsured Motorist coverage.
- b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits: each person (enter limit if applicable): each accident.
- c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

- I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signed _____
 (Covered Party)

Signed _____
 (Covered Party)

Date: _____



**PUBLIC ENTITY
SIGNATURE PAGE**

Covered Party: City of Arcadia

Agreement Number: PK2FL1 0142001 15-12

Coverage Period: From: 10/01/2015 to 10/01/2017

I hereby confirm that limits/coverages as shown hereunder, corresponding with the Coverage Agreement, are correct:

Property TIV \$21,997,368 Buildings & Contents Combined

Inland Marine

N/A Property TRIA (Terrorism Risk Insurance Act) coverage

Automobile 65 # of Units - Auto Liability
65 # of Units - Comprehensive
65 # of Units - Collision

I hereby confirm that I have received a copy of Preferred's Current Interlocal Agreement (which was last amended October 1, 2004) and amendment A (which was effective October 1, 2013).

N/A I confirm having read and agreed to the terms as laid out in the attached PGIT Participation Agreement (which also requires a signature)

Please remember that a signed copy of the following are also required:

- First Page of PGIT application
- Uninsured Motorist Rejection / Election form, if applicable
- Professional Liability (POL / EPLI or ELL / EPLI) application, if applicable.

Signature _____

Title _____

Date _____

Name _____

Please note: Failure to return this signature page could result in cancellation of coverage.



Property Schedule
City of Arcadia

Reference Number: 46051

Scheduled Items Effective As of : 08/26/2015

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
				Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Bit
001	City Hall/Fire Station 121 West Hickory Street Arcadia, FL 34266		1930	10/01/2015	\$529,020		\$609,261
			119 - JM	10/01/2017	\$80,241		
	Flat	Medium (10 to 30)		Asphalt Shingle			
002	City Garage 210 South Parker Ave Arcadia, FL 34266		1980	10/01/2015	\$634,580		\$684,580
			111 - MNC	10/01/2017	\$50,000		
	Gable end with bracing	Low (< 10)		Steel - Standing Seam			
003	Sewage Plant Office / Adm Bldg 223 South Parker Arcadia, FL 34266		1980	10/01/2015	\$147,240		\$197,240
			119 - JM	10/01/2017	\$50,000		
	Gable end without bracing	Medium (10 to 30)		Steel - Standing Seam			
004	Clarifier 223 South Parker Arcadia, FL 34266		1980	10/01/2015	\$1,076,150		\$1,076,150
			223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
	N/A	N/A		N/A			
005	Digester Tank 223 South Parker Arcadia, FL 34266		1980	10/01/2015	\$1,121,050		\$1,121,050
			223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
	N/A	N/A		N/A			
006	Chlorine Building 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$65,840		\$65,840
			152 - NC	10/01/2017	\$0		
	Flat	N/A		Steel - Standing Seam			
007	Electric Building 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$110,200		\$110,200
			152 - NC	10/01/2017	\$0		
	Flat	N/A		Built Up Composition			
008	Sand Filters 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$346,900		\$356,900
			223 - On Ground Liquid Storage Tank	10/01/2017	\$10,000		
	N/A	N/A		N/A			
009	Digester Tank 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$392,430		\$392,430
			223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
	N/A	N/A		N/A			
010	Hydropneumatic System 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$8,679		\$8,679
			152 - NC	10/01/2017	\$0		
	N/A	N/A		N/A			

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Property Schedule
City of Arcadia

Reference Number: 46051

Scheduled Items Effective As of : 08/26/2015

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Bit
011	Effluent Pumps 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$13,210		\$159,410
			251 - Pump/Lift Station	10/01/2017	\$146,200		
	Gable end with bracing	Low (< 10)		Steel - Standing Seam			
012	Pumps/Valves 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$100,000		\$100,000
			251 - Pump/Lift Station	10/01/2017	\$0		
	N/A	N/A		N/A			
013	Emergency Generator 223 South Parker Arcadia, FL 34266		2009	10/01/2015	\$133,820		\$133,820
			244 - Mechanical Equipment	10/01/2017	\$0		
	N/A	N/A		N/A			
014	Storage Building 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$36,820		\$58,220
			152 - NC	10/01/2017	\$21,400		
	Gable end without bracing	Low (< 10)		Steel - Standing Seam			
015	Grit Chamber 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$235,380		\$235,380
			223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
	N/A	N/A		N/A			
016	Chlorine Contact Chamber 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$89,210		\$89,210
			223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
	N/A	N/A		N/A			
017	Chlorine Tank 223 South Parker Arcadia, FL 34266			10/01/2015	\$10,000		\$10,000
			223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
	N/A	N/A		N/A			
018	Trickling Filter 1 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$823,930		\$823,930
			223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
	N/A	N/A		N/A			
019	Mobile Home Park/Rec Hall 1 Maine Street Arcadia, FL 34266		1960	10/01/2015	\$20,000		\$22,000
			131 - FR	10/01/2017	\$2,000		
	Gable end without bracing	Low (< 10)		Elastomeric			
020	Speer Recreation Center 185 Winifred Street Arcadia, FL 34266		1945	10/01/2015	\$691,040		\$694,613
			119 - JM	10/01/2017	\$3,573		
	Gable end without bracing	Medium (10 to 30)		Asphalt Shingle			

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Property Schedule
City of Arcadia

Reference Number: 46051

Scheduled Items Effective As of : 08/26/2015

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt
021	Concession Stand 185 Winifred Street Arcadia, FL 34266		1989	10/01/2015	\$11,487		\$13,274
			119 - JM	10/01/2017	\$1,787		
	Gable end without bracing	Low (< 10)		Asphalt Shingle			
022	Rest Rooms 185 Winifred Street Arcadia, FL 34266		1989	10/01/2015	\$3,829		\$3,829
			119 - JM	10/01/2017	\$0		
	Flat	Low (< 10)		Built Up Composition			
023	Storage & Announce Booth 185 Winifred Street Arcadia, FL 34266		1989	10/01/2015	\$5,000		\$5,000
			119 - JM	10/01/2017	\$0		
	Flat	Low (< 10)		Steel - Standing Seam			
024	Cemetery Pump House Oakridge Road Arcadia, FL 34266		1955	10/01/2015	\$2,681		\$2,681
			251 - Pump/Lift Station	10/01/2017	\$0		
	Gable end without bracing	Medium (10 to 30)		Steel - Standing Seam			
025	Cemetery Utility Shed Oakridge Road Arcadia, FL 34266		1960	10/01/2015	\$895		\$895
			131 - FR	10/01/2017	\$0		
	Flat	Low (< 10)		Steel - Standing Seam			
026	Caretakers Office Oakridge Road Arcadia, FL 34266		1950	10/01/2015	\$5,000		\$5,000
			119 - JM	10/01/2017	\$0		
	Flat	Low (< 10)		Built Up Composition			
027	Rest Rooms 1820 North US Highway 17 Arcadia, FL 34266		1980	10/01/2015	\$12,128		\$12,128
			119 - JM	10/01/2017	\$0		
	Gable end with bracing	High (> 30)		Asphalt Shingle			
028	Lift Station (Royal Howard Subd.) 159 Bridal Path Arcadia, FL 34266			10/01/2015	\$16,535		\$16,535
			251 - Pump/Lift Station	10/01/2017	\$0		
	Flat	Low (< 10)		Slab			
029	Lift Station (10th & Cypress) 320 10th Avenue Arcadia, FL 34266			10/01/2015	\$16,535		\$16,535
			251 - Pump/Lift Station	10/01/2017	\$0		
	Flat	Low (< 10)		Slab			
030	Lift Station 104 W. Holstin Street Arcadia, FL 34266			10/01/2015	\$16,535		\$16,535
			251 - Pump/Lift Station	10/01/2017	\$0		
	Flat	Low (< 10)		Slab			

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Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date	
	Roof Shape	Roof Pitch	Roof Covering				Covering Replaced
031	Lift Station 673 Sunrise Avenue Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$16,535	\$16,535	
				10/01/2017	\$0		
	Flat	Low (< 10)		Slab			
032	Lift Station 1312 East Cypress Street Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$16,535	\$16,535	
				10/01/2017	\$0		
	Flat	Low (< 10)		Slab			
033	Lift Station (Ridgewood) 233 Providence Road Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$16,535	\$16,535	
				10/01/2017	\$0		
	Flat	Low (< 10)		Slab			
034	Lift Station 344 N. Mills Avenue Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$72,876	\$72,876	
				10/01/2017	\$0		
	Flat	Low (< 10)		Slab			
035	Lift Station (Golden Melody) 1213 Golden Drive Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$16,535	\$16,535	
				10/01/2017	\$0		
	Flat	Low (< 10)		Slab			
036	Lift Station 1301A East Oak Street Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$16,535	\$16,535	
				10/01/2017	\$0		
	Flat	Low (< 10)		Slab			
037	Lift Station (City Trailer Park) 111 Hibiscus Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$16,535	\$16,535	
				10/01/2017	\$0		
	Flat	Low (< 10)		Slab			
038	Lift Station (Lincoln Park) 104 Lincoln Drive Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$16,535	\$16,535	
				10/01/2017	\$0		
	Flat	Low (< 10)		Slab			
039	Well #1 15th Avenue & Maple Street Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$35,000	\$35,000	
				10/01/2017	\$0		
	N/A	N/A		N/A			
040	Well #3 Cypress Street & Turner Road Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$35,000	\$35,000	
				10/01/2017	\$0		
	N/A	N/A		N/A			

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Property Schedule

City of Arcadia

Reference Number: 46051

Scheduled Items Effective As of : 08/26/2015

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
				Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering	Covering Replaced	Roof Yr Blt	
041	Well #5 Ne Oak Street & 16th Avenue Arcadia, FL 34266		251 - Pump/Lift Station	10/01/2015	\$35,000	\$35,000	
	N/A			10/01/2017	\$0		
	N/A			N/A			
042	Administrative Office 23 North Polk Arcadia, FL 34266		1970	10/01/2015	\$1,074,310	\$1,174,310	
	Flat		119 - JM	10/01/2017	\$100,000		
	Low (< 10)			Built Up Composition			
043	Council Room (formerly APD) 17 North Polk Arcadia, FL 34266		1955	10/01/2015	\$346,580	\$346,580	
	Flat		152 - NC	10/01/2017	\$0		
	Low (< 10)			Asphalt Shingle			
044	Gymnasium 121 Harris Road Arcadia, FL 34266		1965	10/01/2015	\$959,320	\$959,320	
	Gable end with bracing		111 - MNC	10/01/2017	\$0		
	Medium (10 to 30)			Asphalt Shingle			
045	Meeting Hall & Shed 121 Harris Road Arcadia, FL 34266		1965	10/01/2015	\$562,540	\$564,327	
	Gable end with bracing		111 - MNC	10/01/2017	\$1,787		
	Medium (10 to 30)			Steel - Standing Seam			
046	Locker Room 121 Harris Road Arcadia, FL 34266		1965	10/01/2015	\$9,700	\$13,273	
	Flat		152 - NC	10/01/2017	\$3,573		
	Low (< 10)			Built Up Composition			
047	Game Room 121 Harris Road Arcadia, FL 34266		1965	10/01/2015	\$19,272	\$22,845	
	Flat		152 - NC	10/01/2017	\$3,573		
	Low (< 10)			Built Up Composition			
048	Concession Stand/Restrooms Hargrave Ball Field Arcadia, FL 34266		1970	10/01/2015	\$10,000	\$11,787	
	Flat		119 - JM	10/01/2017	\$1,787		
	Low (< 10)			Built Up Composition			
049	Maintenance Shop / Hangar 2269 SE A.C. Polk Drive Arcadia, FL 34266		2006	10/01/2015	\$210,630	\$210,630	
	Gable end without bracing		152 - NC	10/01/2017	\$0		
	Low (< 10)			Steel - Standing Seam			
050	Hangar 1 2269 SE A.C. Polk Drive Arcadia, FL 34266		1995	10/01/2015	\$176,460	\$176,460	
	Gable end without bracing		152 - NC	10/01/2017	\$0		
	Low (< 10)			Steel - Standing Seam			

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Property Schedule
City of Arcadia

Reference Number: 46051

Scheduled Items Effective As of : 08/26/2015

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Bit
051	Hangar 2 2269 SE A.C. Polk Drive Arcadia, FL 34266		1995	10/01/2015	\$176,460		\$176,460
			152 - NC	10/01/2017	\$0		
	Gable end without bracing	Low (< 10)		Steel - Standing Seam			
052	Well #2 13th Avenue & Cypress Street Arcadia, FL 34266			10/01/2015	\$35,000		\$35,000
			251 - Pump/Lift Station	10/01/2017	\$0		
	N/A	N/A		N/A			
053	Well #4 NE Oak Street & 14th Avenue Arcadia, FL 34266			10/01/2015	\$35,000		\$35,000
			251 - Pump/Lift Station	10/01/2017	\$0		
	N/A	N/A		N/A			
054	Golf Course/Country Club 1769 NE Livingston Arcadia, FL 34266		1960	10/01/2015	\$627,250		\$763,750
			119 - JM	10/01/2017	\$136,500		
	Gable end without bracing	Medium (10 to 30)		Asphalt Shingle			
055	Cart Storage 1769 NE Livingston Arcadia, FL 34266		1990	10/01/2015	\$8,400		\$8,400
			152 - NC	10/01/2017	\$0		
	Gable end without bracing	Low (< 10)		Steel - Standing Seam			
056	Reuse Water Tank 300 Oak Ridge Drive Arcadia, FL 34266		1997	10/01/2015	\$596,620		\$596,620
			223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
	N/A	N/A		N/A			
057	Pumps/Valves/Controls 300 Oak Ridge Drive Arcadia, FL 34266		1997	10/01/2015	\$100,000		\$100,000
			251 - Pump/Lift Station	10/01/2017	\$0		
	N/A	N/A		N/A			
058	Reuse Water Mstr Control Cnt. 300 Oak Ridge Drive Arcadia, FL 34266		1997	10/01/2015	\$119,720		\$369,720
			152 - NC	10/01/2017	\$250,000		
	Flat	Low (< 10)		Concrete Tile			
059	Well Pump & Motor 1820 NE Highway 17 Arcadia, FL 34266			10/01/2015	\$7,500		\$7,500
			251 - Pump/Lift Station	10/01/2017	\$0		
	N/A	N/A		N/A			
060	Concession Stand/Restrooms 948 North Arcadia Avenue Arcadia, FL 34266		1995	10/01/2015	\$12,000		\$14,000
			119 - JM	10/01/2017	\$2,000		
	Gable end without bracing	Low (< 10)		Asphalt Shingle			

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Property Schedule
City of Arcadia

Reference Number: 46051

Scheduled Items Effective As of : 08/26/2015

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date	
	Roof Shape	Roof Pitch	Roof Covering				Covering Replaced
061	Elec. Valut/Announce Booth 948 North Arcadia Avenue Arcadia, FL 34266		1995	10/01/2015		\$10,000	\$10,000
			119 - JM	10/01/2017		\$0	
	Gable end without bracing	Low (< 10)		Asphalt Shingle			
062	Pavilion 948 North Arcadia Avenue Arcadia, FL 34266		1995	10/01/2015		\$6,700	\$6,700
			119 - JM	10/01/2017		\$0	
	Hip	High (> 30)		Asphalt Shingle			
063	Jim Space Playground 948 North Arcadia Avenue Arcadia, FL 34266		1995	10/01/2015		\$35,000	\$35,000
			131 - FR	10/01/2017		\$0	
	N/A	N/A		N/A			
064	Hangar A 2269 SE A.C. Polk Drive Arcadia, FL 34266		1992	10/01/2015		\$412,420	\$412,420
			152 - NC	10/01/2017		\$0	
	Gable end with bracing	Low (< 10)		Steel - Standing Seam			
065	Hangar B 2269 SE A.C. Polk Drive Arcadia, FL 34266		1992	10/01/2015		\$412,420	\$412,420
			152 - NC	10/01/2017		\$0	
	Gable end with bracing	Low (< 10)		Steel - Standing Seam			
066	Rest Rooms 1820 North US Highway 17 Arcadia, FL 34266		2005	10/01/2015		\$12,128	\$12,128
			119 - JM	10/01/2017		\$0	
	Gable end without bracing	Medium (10 to 30)		Asphalt Shingle			
067	Storage Bldg. for Mowers 1820 North US Highway 17 Arcadia, FL 34266		2005	10/01/2015		\$0	\$0
			152 - NC	10/01/2017		\$0	
	Gable end without bracing	Low (< 10)		Steel - Standing Seam			
068	Chemical Storage Building 1820 North US Highway 17 Arcadia, FL 34266		2005	10/01/2015		\$3,600	\$3,600
			152 - NC	10/01/2017		\$0	
	Gable end without bracing	Low (< 10)		Steel - Standing Seam			
069	Shed for Ball Machine 1820 North US Highway 17 Arcadia, FL 34266		2005	10/01/2015		\$2,000	\$2,000
			152 - NC	10/01/2017		\$0	
	Gable end without bracing	Low (< 10)		Steel - Standing Seam			
070	Golf Course Water Control Center 1820 North US Highway 17 Arcadia, FL 34266		2004	10/01/2015		\$0	\$0
			152 - NC	10/01/2017		\$0	
	N/A	N/A		N/A			

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Property Schedule
City of Arcadia

Reference Number: 46051

Scheduled Items Effective As of : 08/26/2015

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value
				Term Date	Contents Value	
	Roof Shape	Roof Pitch	Const Type	Roof Covering	Covering Replaced	Roof Yr Bit
071	15 - Water Control Boxes (\$3,000 Each)		2004	10/01/2015	\$24,000	\$24,000
	1820 North US Highway 17 Arcadia, FL 34266			10/01/2017	\$0	
	N/A	N/A	152 - NC	N/A		
072	Driving Range Netting & Poles		2005	10/01/2015	\$75,000	\$75,000
	1820 North US Highway 17 Arcadia, FL 34266			10/01/2017	\$0	
	N/A	N/A	131 - FR	N/A		
073	Girls Softball Concession Stand		2004	10/01/2015	\$30,000	\$30,000
	948 North Arcadia Avenue Arcadia, FL 34266			10/01/2017	\$0	
	Hip	Medium (10 to 30)	119 - JM	Asphalt Shingle		
074	Office & Maintenance Shop		2003	10/01/2015	\$55,000	\$55,000
	1769 NE Livingston Arcadia, FL 34266			10/01/2017	\$0	
	Gable end without bracing	Low (< 10)	111 - MNC	Steel - Standing Seam		
075	West Water Ground Storage		2009	10/01/2015	\$935,000	\$935,000
	112 S. Parker Ave Arcadia, FL 34266			10/01/2017	\$0	
	N/A	N/A	225 - Elevated Liquid Storage Tank	N/A		
076	Equipment Barn/Storage Shed		2008	10/01/2015	\$30,000	\$60,000
	1769 NE Livingston Arcadia, FL 34266			10/01/2017	\$30,000	
	Gable end without bracing	Low (< 10)	152 - NC	Steel - Standing Seam		
077	FAA Building		1990	10/01/2015	\$164,700	\$186,700
	2269 SE A.C. Polk Drive Arcadia, FL 34266			10/01/2017	\$22,000	
	Gable end with bracing	Medium (10 to 30)	131 - FR	Steel - Standing Seam		
078	Arcadia Police Department		1991	10/01/2015	\$0	\$55,000
	721 N. Brevard Avenue Arcadia, FL 34266			10/01/2017	\$55,000	
	Hip	High (> 30)	119 - JM	Steel - Standing Seam		
079	Arcadia PD - Recovered Prop Storage		1955	10/01/2015	\$0	\$20,000
	721 N. Brevard Avenue Arcadia, FL 34266			10/01/2017	\$20,000	
	Flat	Low (< 10)	119 - JM	Built Up Composition		
080	McSwain Recreation Building		1945	10/01/2015	\$220,170	\$220,170
	16 SP/Volusia Avenue Arcadia, FL 34266			10/01/2017	\$0	
	Gable end with bracing	Medium (10 to 30)	131 - FR	Asphalt Shingle		

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Property Schedule
City of Arcadia

Reference Number: 46051

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Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
				Term Date	Contents Value		
	Roof Shape	Roof Pitch	Const Type	Roof Covering	Covering Replaced	Roof Yr Bit	
081	Pump Bldg / Water Storage Tank 112 S. Parker Ave Arcadia, FL 34266		2009	10/01/2015	\$151,400	\$151,400	
	Flat	Low (< 10)	223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
			Concrete Tile				
082	Trickling Filter 2 223 South Parker Arcadia, FL 34266		1985	10/01/2015	\$823,930	\$823,930	
	N/A	N/A	223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
			N/A				
083	Clarifier 2 223 South Parker Arcadia, FL 34266		1980	10/01/2015	\$532,010	\$532,010	
	N/A	N/A	223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
			N/A				
084	Clarifier 3 223 South Parker Arcadia, FL 34266		1980	10/01/2015	\$532,010	\$532,010	
	N/A	N/A	223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
			N/A				
085	Operations Building 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$820,820	\$902,902	
	Hip	Medium (10 to 30)	111 - MNC	10/01/2017	\$82,082		
			Steel - Raised Seam				
086	Generator 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$163,600	\$163,600	
	Flat	N/A	244 - Mechanical Equipment	10/01/2017	\$0		
			N/A				
087	Ground Storage Tank 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$371,000	\$371,000	
	N/A	N/A	223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
			N/A				
088	ChemScan Bldg. 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$60,000	\$60,000	
	N/A	N/A	243 - Electrical Equipment	10/01/2017	\$0		
			N/A				
089	Lift Station 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$113,800	\$113,800	
	N/A	N/A	251 - Pump/Lift Station	10/01/2017	\$0		
			N/A				
090	ION Exchange System 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$1,271,800	\$1,271,800	
	Flat	Low (< 10)	223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
			Steel - Raised Seam				

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Property Schedule
City of Arcadia

Reference Number: 46051

Scheduled Items Effective As of : 08/26/2015

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
					Contents Value		
	Roof Shape	Roof Pitch	Const Type	Term Date	Roof Covering	Covering Replaced	Roof Yr Blt
091	Brine Waste Storage Tanks 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$98,600		\$98,600
			223 - On Ground Liquid Storage Tank	10/01/2017	\$0		
	N/A	N/A		N/A			
092	Booster Pump Station 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$155,400		\$155,400
			251 - Pump/Lift Station	10/01/2017	\$0		
	N/A	N/A		N/A			
093	Brine Supply Facility 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$262,100		\$262,100
			152 - NC	10/01/2017	\$0		
	Flat	Low (< 10)			Steel - Raised Seam		
094	Sodium Hydroxide Facility 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$175,900		\$175,900
			152 - NC	10/01/2017	\$0		
	Flat	Low (< 10)			Steel - Raised Seam		
095	Antenna Tower 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$60,800		\$60,800
			236 - Broadcast Towers	10/01/2017	\$0		
	N/A	N/A		N/A			
096	Chlorine Building 651 N Turner Road Arcadia, FL 34266		1970	10/01/2015	\$35,000		\$35,000
			119 - JM	10/01/2017	\$0		
	Flat	Low (< 10)			Steel - Raised Seam		
097	Fencing 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$48,000		\$48,000
			152 - NC	10/01/2017	\$0		
	N/A	N/A		N/A			
098	Yard Piping 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$415,100		\$415,100
			228 - Pipelines at-grade	10/01/2017	\$0		
	N/A	N/A		N/A			
099	Well # 6 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$35,000		\$35,000
			251 - Pump/Lift Station	10/01/2017	\$0		
	N/A	N/A		N/A			
100	Maintenance Facility Building 651 N Turner Road Arcadia, FL 34266		2013	10/01/2015	\$177,000		\$194,700
			152 - NC	10/01/2017	\$17,700		
	Flat	Low (< 10)			Steel - Raised Seam		

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Property Schedule

Reference Number: 46051

Scheduled Items Effective As of : 08/26/2015

City of Arcadia

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Bit	
101	Maintenance Building		1970	10/01/2015	\$107,500		\$118,250
	651 N Turner Road Arcadia, FL 34266		119 - JM	10/01/2017	\$10,750		
	Flat	Low (< 10)		Asphalt Shingle			
Total:					\$20,895,415	\$1,101,953	\$21,997,368

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Inland Marine Schedule

City of Arcadia

Reference Number: 46051

Scheduled Items Effective As of : 08/26/2015

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Item #	Description	Serial Number	Classification Code	Eff. Date		Value	Deductible
				Term	Date		
001	Detroit 100 KW Generator (WTP)	0646023	Contractor's / Mobile Equipment - ACV	10/01/2015	10/01/2017	\$25,000	\$5,000
002	2010 Baldor 1DLC50-3JU - 50KW	P1003110001	Contractor's / Mobile Equipment - ACV	10/01/2015	10/01/2017	\$36,000	\$5,000
003	Cummins 600KW	F900331908	Contractor's / Mobile Equipment - ACV	10/01/2015	10/01/2017	\$30,000	\$5,000
004	55 - 2015 Yamaha YDRE Golf Carts		Contractor's / Mobile Equipment - ACV	10/01/2015	10/01/2017	\$209,000	\$5,000
005	2012 Spin Doctor 800 M Valve Machine with Trailer	1H9BU0816EH5 13104	Contractor's / Mobile Equipment - ACV	10/01/2015	10/01/2017	\$25,000	\$5,000
006	2013 Caterpillar Generator WTP NEW	66B18406	Contractor's / Mobile Equipment - ACV	10/01/2015	10/01/2017	\$150,000	\$5,000
007	Unscheduled Items		Electronic Data Processing Equipment - RC	10/01/2015	10/01/2017	\$100,000	\$5,000
008	Unscheduled Items		Fine Arts - ACV	10/01/2015	10/01/2017	\$100,000	\$5,000
009	Blanket Inland Marine	Unscheduled	Blanket Unscheduled Inland Marine	10/01/2015	10/01/2017	\$75,000	\$5,000
010	Unscheduled Items		Other Inland Marine - ACV	10/01/2015	10/01/2017	\$50,000	\$5,000
011	Water Meters & Reading Equipment		Other Inland Marine - ACV	10/01/2015	10/01/2017	\$1,196,296	\$5,000
012	Airplane Monument		Other Inland Marine - ACV	10/01/2015	10/01/2017	\$10,000	\$5,000
013	Playground Hand of Angels		Other Inland Marine - ACV	10/01/2015	10/01/2017	\$55,000	\$5,000
Total						\$2,061,296	

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Vehicle Schedule

Scheduled Vehicles Effective As of: 08/26/2015

City of Arcadia

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	APD Rptd
001	Ford	F750		10/01/15	\$1,000	10/01/15	10/01/17		\$20,000
1	2017	3FDXF75H3YMA37746	Heavy Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$20,000
002	Ford	Windstar		10/01/15	N/A	10/01/15	10/01/17		\$0
1	2017	2FMZA514XYBB64686	Light Truck	10/01/17	N/A	10/01/15	10/01/17		\$0
003	Sterling	Claw Truck L7500		10/01/15	\$2,000	10/01/15	10/01/17		\$20,000
1	2017	2FZHAJAA5YAB32268	Heavy Truck	10/01/17	\$2,000	10/01/15	10/01/17	Actual Cash	\$20,000
004	Mack	Garbage Truck		10/01/15	\$2,000	10/01/15	10/01/17		\$20,000
1	2017	1053	Garbage Truck	10/01/17	\$2,000	10/01/15	10/01/17	Actual Cash	\$20,000
005	Ford	Crown Victoria	PW	10/01/15	N/A	10/01/15	10/01/17		\$0
1	2017	2FAFP71W1XX124717	Private Passenger	10/01/17	N/A	10/01/15	10/01/17		\$0
006	Ford	Dump Truck		10/01/15	\$1,000	10/01/15	10/01/17		\$5,000
1	2017	1FDNF70JXSVA19016	Heavy Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$5,000
007	Ford	Explorer		10/01/15	\$1,000	10/01/15	10/01/17		\$10,000
1	2017	1FMZU63EX2UA85345	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$10,000
008	Ford	Crown Victoria		10/01/15	\$1,000	10/01/15	10/01/17		\$10,000
1	2017	2FAFP71WX2X124966	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$10,000
009	Ford	F150		10/01/15	\$1,000	10/01/15	10/01/17		\$10,000
1	2017	1FTRF17293NA79419	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$10,000
010	Ford	F750		10/01/15	\$1,000	10/01/15	10/01/17		\$20,000
1	2017	3FRXF75P6V665447	Heavy Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$20,000
011	GMC	Pickup		10/01/15	N/A	10/01/15	10/01/17		\$0
1	2017	1GTEC14M6WZ544491	Medium Truck	10/01/17	N/A	10/01/15	10/01/17		\$0
012	Ford	Dump Truck		10/01/15	\$1,000	10/01/15	10/01/17		\$10,000
1	2017	1FDXK74C3RVA31678	Heavy Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$10,000
013	Ford	Dump Truck		10/01/15	\$1,000	10/01/15	10/01/17		\$10,000
1	2017	1FDXK74C1RVA31677	Heavy Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$10,000
014	Ford	Crown Victoria		10/01/15	\$1,000	10/01/15	10/01/17		\$15,000
1	2017	2FAFP71W54X134453	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$15,000
015	Ford	F150		10/01/15	N/A	10/01/15	10/01/17		\$0
1	2017	1FTZF1720YNB16946	Light Truck	10/01/17	N/A	10/01/15	10/01/17		\$0
016	Ford	F250 PU w/Crane		10/01/15	\$1,000	10/01/15	10/01/17		\$15,000
1	2017	1FTHF25H8VEB00286	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$15,000
017	Ford	Explorer		10/01/15	\$1,000	10/01/15	10/01/17		\$20,000
1	2017	1FMZU62KX5UA77368	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$20,000
018	Ford	F150		10/01/15	N/A	10/01/15	10/01/17		\$0
1	2017	1FTEF15N9SNB00053	Light Truck	10/01/17	N/A	10/01/15	10/01/17		\$0
019	GMC	Pickup		10/01/15	N/A	10/01/15	10/01/17		\$0
1	2017	1GTEC13M2VZ529209	Light Truck	10/01/17	N/A	10/01/15	10/01/17		\$0
020	GMC	Sierra C1500 Pickup	Cemetery - ven #113	10/01/15	N/A	10/01/15	10/01/17		\$0
1	2017	1GTEC14M9WZ850861	Light Truck	10/01/17	N/A	10/01/15	10/01/17		\$0
021	Ford	E350 SD 3DR Ext Van		10/01/15	\$1,000	10/01/15	10/01/17		\$10,000
1	2017	1FBSS31L66DA96865	Medium Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$10,000

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Vehicle Schedule

Scheduled Vehicles Effective As of: 08/26/2015

City of Arcadia

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
								Valuation Type	APD Rptd
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term		
022	Sterling	Truck w/Elgin Vac Sweeper		10/01/15	\$2,000	10/01/15	10/01/17		\$100,000
1	2017	49HAADB47DW84117	Heavy Truck	10/01/17	\$2,000	10/01/15	10/01/17	Actual Cash	\$100,000
023	Dodge	Durango		10/01/15	\$1,000	10/01/15	10/01/17		\$10,000
1	2017	1D4HB4HN94F169380	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$10,000
024	Ford	F150		10/01/15	N/A	10/01/15	10/01/17		\$0
1	2017	1FTZF1720YNB05929	Light Truck	10/01/17	N/A	10/01/15	10/01/17		\$0
025	Unknown	Trailer		10/01/15	\$1,000	10/01/15	10/01/17		\$8,000
1	2017	5THBC16257L001904	Trailer - NO	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$8,000
026	Dodge	Charger		10/01/15	\$1,000	10/01/15	10/01/17		\$22,767
1	2017	2B3KA43H38H170862	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$22,767
027	Dodge	Charger		10/01/15	\$1,000	10/01/15	10/01/17		\$22,767
1	2017	2B3KA43H58H170863	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$22,767
028	Nissan	Frontier PU		10/01/15	\$1,000	10/01/15	10/01/17		\$3,000
1	2017	1N6DD26S0YC374691	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$3,000
029	Ford	Crown Victoria		10/01/15	\$1,000	10/01/15	10/01/17		\$15,000
1	2017	2FAFP71W03X137937	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$15,000
030	Dodge	Charger		10/01/15	\$1,000	10/01/15	10/01/17		\$22,767
1	2017	2B3KA43R28H113934	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$22,767
031	Ford	F350 Super Duty		10/01/15	\$1,000	10/01/15	10/01/17		\$40,000
1	2017	1FDWF36599EA87812	Medium Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$40,000
032	Dodge	Charger		10/01/15	\$1,000	10/01/15	10/01/17		\$22,640
1	2017	2B3AA4CT5AH134645	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$22,640
033	Dodge	Charger		10/01/15	\$1,000	10/01/15	10/01/17		\$22,640
1	2017	2B3AA4CT7AH134646	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$22,640
034	Dodge	Charger		10/01/15	\$1,000	10/01/15	10/01/17		\$22,640
1	2017	2B3AA4CT5AH134644	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$22,640
035	Dodge	Charger		10/01/15	\$1,000	10/01/15	10/01/17		\$19,600
1	2017	2B3KA33V09H593920	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$19,600
036	Jeep	Grand Cherokee Overland		10/01/15	\$1,000	10/01/15	10/01/17		\$17,000
1	2017	1J8HS68216C271185	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$17,000
037	Ford	Crown Victoria		10/01/15	\$1,000	10/01/15	10/01/17		\$9,000
1	2017	2FAHP71W94X156707	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$9,000
038	Chevrolet	Tahoe		10/01/15	\$1,000	10/01/15	10/01/17		\$43,000
1	2017	1GNMCAE01AR151747	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$43,000
039	Ford	F350		10/01/15	\$1,000	10/01/15	10/01/17		\$15,000
1	2017	1FDWF37P73EB49845	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$15,000
040	Ford	F250 Super Duty		10/01/15	\$1,000	10/01/15	10/01/17		\$8,100
1	2017	1FTNF20S34EB16089	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$8,100
041	Ford	F150		10/01/15	\$1,000	10/01/15	10/01/17		\$8,000
1	2017	1FTZX17241NB15835	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$8,000
042	Unknown	Trailer		10/01/15	\$1,000	10/01/15	10/01/17		\$2,500
1	2017	5RL2E7F295T000112	Trailer - NO	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$2,500

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Vehicle Schedule

Scheduled Vehicles Effective As of: 08/26/2015

City of Arcadia

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
								Valuation Type	APD Rptd
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term		
043	Ford	F750		10/01/15	\$1,000	10/01/15	10/01/17		\$110,563
1	2017	3FRXF7FKXBV052134	Heavy Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$110,563
044	Ford	Police Interceptor		10/01/15	\$1,000	10/01/15	10/01/17		\$24,714
1	2017	1FAHP2M81DJ150678	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$24,714
045	Ford	F150 Reg Cab 2WD		10/01/15	\$1,000	10/01/15	10/01/17		\$25,000
1	2017	1FTMF1CM6DKD70299	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$25,000
046	Ford	F150 Reg Cab 2WD		10/01/15	\$1,000	10/01/15	10/01/17		\$25,000
1	2017	1FTMF1CM9DKD70300	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$25,000
047	Ford	F150 Reg Cab 2WD		10/01/15	\$1,000	10/01/15	10/01/17		\$25,000
1	2017	1FTMF1CM0DKD70301	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$25,000
048	Ford	F150 Reg Cab 2WD		10/01/15	\$1,000	10/01/15	10/01/17		\$25,000
1	2017	1FTMF1CM2DKD70302	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$25,000
049	Ford	F750 Super		10/01/15	\$1,000	10/01/15	10/01/17		\$116,940
1	2017	3FRYF7FK1CV433196	Garbage Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$116,940
050	Chrysler	PT Cruiser		10/01/15	\$1,000	10/01/15	10/01/17		\$13,200
1	2017	3C4FY48B63T563660	Private Passenger	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$13,200
051	Mercury	Grand Marquis		10/01/15	\$1,000	10/01/15	10/01/17		\$16,000
1	2017	2MEBM7FV4BX602010	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$16,000
052	Ford	F150 4X2		10/01/15	\$1,000	10/01/15	10/01/17		\$25,000
1	2017	1FTMF1CM2EFA71273	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$25,000
053	Ford	F150 4x2		10/01/15	\$1,000	10/01/15	10/01/17		\$25,000
1	2017	1FTMF1CM4EFA71274	Light Truck	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$25,000
054	Hurco Tech	Flatbed Trailer		10/01/15	\$1,000	10/01/15	10/01/17		\$21,437
1	2017	1H9BU0816EH513104	Trailer - NO	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$21,437
055	Ford	F750 w/Pac Mac RL20H		10/01/15	\$2,000	10/01/15	10/01/17		\$122,421
1	2017	3FRXF7FJ6DV028102	Garbage Truck	10/01/17	\$2,000	10/01/15	10/01/17	Actual Cash	\$122,421
056	Ford	Crown Victoria	PD - 62346	10/01/15	\$1,000	10/01/15	10/01/17		\$15,000
1	2017	2FAHP71V79X119928	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$15,000
057	Freightliner	Vac-Con Sewer Cleaner		10/01/15	\$2,000	10/01/15	10/01/17		\$250,000
1	2017	1FVAG5CY0FHGL4179	Heavy Truck	10/01/17	\$2,000	10/01/15	10/01/17	Actual Cash	\$250,000
058	Mack	MRU613/KANN Refuse		10/01/15	\$2,000	10/01/15	10/01/17		\$225,941
1	2017	1M2AV02C8FM012505	Heavy Truck	10/01/17	\$2,000	10/01/15	10/01/17	Actual Cash	\$225,941
059	Utility	6'4x16' Trailer		10/01/15	\$1,000	10/01/15	10/01/17		\$2,000
1	2017	129BU1624E13306S3	Trailer - NO	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$2,000
060	Ford	Police Interceptor		10/01/15	\$1,000	10/01/15	10/01/17		\$25,000
1	2017	1FAHP2MK1FG125939	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$25,000
061	Ford	Crown Victoria Police	Tag # 62321	10/01/15	\$1,000	10/01/15	10/01/17		\$15,000
1	2017	2FAHP71WX7X131240	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$15,000
062	Ford	Police Interceptor		10/01/15	\$1,000	10/01/15	10/01/17		\$22,403
1	2017	1FAHP2MK2FG125948	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$22,403
063	Ford	Police Interceptor		10/01/15	\$1,000	10/01/15	10/01/17		\$22,403
1	2017	1FAHP2MK1FG125942	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$22,403

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Vehicle Schedule

Scheduled Vehicles Effective As of: 08/26/2015

City of Arcadia

Agreement No.: PK2FL1 0142001 15-12

Agreement Period: 10/01/2015 through 10/01/2017

Agent: MRB & Associates II, LLC DBA DeSoto Insurance Agency (Arcadia, FL)

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
				AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	APD Rptd
064	Dodge	Charger	Tag # 218251	10/01/15	\$1,000	10/01/15	10/01/17		\$20,000
1	2017	2B3AA4CV0AH166386	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$20,000
065	Dodge	Charger	Tag # 232556	10/01/15	\$1,000	10/01/15	10/01/17		\$20,000
1	2017	2B3CL1CG8BH550579	Police Car	10/01/17	\$1,000	10/01/15	10/01/17	Actual Cash	\$20,000
								Total	\$1,822,443
								APD Rptd	\$1,822,443

Named Covered Party: City of Arcadia
Term: 10/1/2015 to 10/1/2017
Coverage Provided By: Preferred Governmental Insurance Trust
Renewal Quote No: WC2FL1 0142001 15-16

PREMIUM BREAKDOWN FOR WORKER'S COMPENSATION POLICY

	2014-15 <u>(Previous Year)</u>	2015-16 <u>(New Quote)</u>
Estimated Annual Premium	\$122,570	\$ 81,736



Renewal Quote No.: WC2FL1 0142001 15-16

Effective: 10/01/2015

Renewal Quote Expiration Date: 10/01/2015 12:00 AM

Reference Number: 46050

Portal Reference Number:210552

RENEWAL QUOTE FOR

City of Arcadia

P. O. Box 1000
Arcadia, FL 34265

Presented by Public Risk Underwriters for:

MRB & Associates II, LLC DBA DeSoto Insurance Agency

P. O. Box 880
Arcadia, FL 34265-0880

8/26/2015 7:14 AM



Named Covered Party: **City of Arcadia**
 Term: **10/01/2015 to 10/01/2017**
 Coverage Provided By: **Preferred Governmental Insurance Trust**
 Renewal Quote No.: **WC2FL1 0142001 15-16**

To protect members of the fund from large losses and to protect the financial security of the fund, the Preferred Governmental Insurance Trust (PGIT) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress PGIT excess of loss structure because an excess structure provides PGIT members several levels of protection that reinsurance does not.

Foremost among these is the fact that PGIT's excess of loss policies list every individual member a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

PGIT is a non-assessable Trust authorized under Florida Statute and is not rated by AM Best. PGIT is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. PGIT members are not constrained by notice requirements or punitive run-off claims costs to exit. PGIT is a non-admitted pool in the state of Florida.



**Public
Risk
Underwriters**

Public Risk Underwriters (PRU), as part of Brown & Brown, is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

Insurance Solutions for Public Entities



Preferred Governmental Claims Services (PGCS) is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims.

Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through PGIT. PGIT is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. PGIT has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

PGIT has contracted with PRU, a company owned by Brown & Brown, Inc., to administer PGIT's operations. The administrative services provided by PRU to PGIT include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of PGIT Coverage Agreements / PGIT Member Liaison / Risk Assessment and Control

Pursuant to its contract with PGIT, PRU receives an administration fee, based on the size and complexity of the account, of up to 12.0% of the PGIT premiums billed and collected.

PGIT has also contracted with PGCS, a company owned by Brown & Brown, Inc., for purposes of administering the claims of PGIT members. The services provided by PGCS to PGIT may include:

Claims Liaison with Insurance Company / Claims Liaison with PGIT Members / Claims Adjustment

Pursuant to its contract with PGIT, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to PGIT.

PGIT also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and MacDuff Underwriters) are owned by Brown & Brown, Inc., for the placement of PGIT's insurance policies, and for individual risk placements for some PGIT members (excess and surplus lines, professional liability coverage, etc.) The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is derived from your premium, and is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to PGIT for your coverage. Some wholesale brokers used by Brown to place your coverage may also act as Managing General Agents for various insurance companies, and may be compensated directly by those insurance companies for their services in placing and maintaining coverage with those particular companies.

The wholesale insurance brokerage utilized in the placement of your property insurance was Peachtree Special Risk Brokers, which is a company owned by Brown & Brown Inc. Furthermore, any professional liability coverage afforded by the package of insurance you purchased was acquired through Apex Insurance Services, which is also a company owned by Brown & Brown Inc.

IMPORTANT NOTE:

This quote covers two (2) annual twelve month periods, from 10/01/2015 12:00:00 AM to 10/01/2016 12:00:00 AM and from 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM. The following conditions apply in addition to all other conditions of this quote:

- A. All Aggregate limits reset for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM. Losses applying to one annual coverage period will not erode the aggregate limits of another annual coverage period.
- B. The premium for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM will be determined based on updated exposure values for this period.
- C. Rates for the period 10/01/2016 12:00:00 AM to 10/01/2017 12:00:00 AM will be identical to those for the period commencing 10/01/2015 12:00:00 AM, with premiums subject to the following:
 1. NCCI Experience modification factors will be applied as promulgated.
 2. Changes to Schedules: Property, Inland Marine, and Automobile symbol 7 only
 3. Payroll
 4. Number of Employees
- D. In the event of cancellation of any line of business prior to 10/01/2017 12:00:00 AM, a penalty equal to 60 days premium of such line(s) of business shall become earned, any provision of the agreement to the contrary notwithstanding.
 1. This penalty is earned and payable regardless of when notice of such cancellation is given, or effective date of such cancellation.



Named Covered Party:

City of Arcadia

Term:

10/01/2015 to 10/01/2017

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

WC2FL1 0142001 15-16

ESTIMATED ANNUAL PAYROLL

Class Code	Description	Payroll
5509	STREET OR ROAD MAINTENANCE	93,600
7520	WATERWORKS OPERATIONS	245,538
7580	SANITARY OR SANITATION	228,883
7720	POLICE OFFICERS & DRIVERS	559,134
8380	AUTOMOBILE SERVICE REPAIR	75,920
8810	CLERICAL	799,528
9060	CLUB-COUNTRY/GOLF/FISH/YACHT	150,420
9102	PARK NOC -EMPLOYEES & DRIVERS	135,120
9220	CEMETERY OPERATIONS & DRIVERS	26,000
9403	GARBAGE - COLLECTION & DRIVERS	110,864
		\$2,425,007



Named Covered Party:

City of Arcadia

Term:

10/01/2015 to 10/01/2017

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

WC2FL1 0142001 15-16

EMPLOYERS' LIABILITY COVERAGE		First Year	Second Year Estimate
Bodily Injury by Accident	Each Accident	\$1,000,000	\$1,000,000
Bodily Injury by Disease	Agreement Limit	\$1,000,000	\$1,000,000
Bodily Injury by Disease	Each Employee	\$1,000,000	\$1,000,000

ESTIMATED BILLING

Manual Premium		\$78,737	\$78,737
Experience Modifier	1.210		
Estimated Annual Premium		\$81,736	\$81,736
Minimum Annual Premium	\$2,000, Monoline \$4,000		
Drug-Free Credit		Included	Included
Safety Credit		Included	Included

Experience Modifiers:

1.210 10/01/2015

Pay Term: WC - 25% Down & 9 Equal Installments

First payment of \$20,584.00 is due 10/01/2015.

9 Monthly Installments of \$6,794.67 are due beginning 11/01/2015.

Make Checks Payable to Preferred Governmental Insurance Trust



Named Covered Party:

City of Arcadia

Term:

10/01/2015 to 10/01/2017

Coverage Provided By:

Preferred Governmental Insurance Trust

Renewal Quote No.:

WC2FL1 0142001 15-16

TOTAL PREMIUM DUE

\$81,736.00

RENEWAL QUOTATION TERMS & CONDITIONS INCLUDING BUT NOT LIMITED TO

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages indicated in the application.
2. Quote subject to review and acceptance by PGIT Board of Trustees
3. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
4. Down payment is due at inception
5. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
6. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
7. Quote was prepared using payrolls supplied by your agency.
8. Safety and Drug Free program credits (if applicable) are subject to program requirements.
9. Payrolls are subject to final audit.
10. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in Re-pricing of account.
11. Coverage is not bound until confirmation is received from a licensed representative of Public Risk Underwriters.

Additional terms and conditions, including but not limited to:

- 1) Quote is subject to receipt of the following information by 11/1/2015:
 - a) Signed PGIT WC Application
 - b) Signed Drug Free Application
 - c) Signed Safety Program Application

DEPARTMENT REPORTS

AGENDA No. 13

AGENDA No. 14

AGENDA No. 15

**CITY OF ARCADIA
SUMMARY OF ALL FUNDS
AS OF SEPTEMBER 3, 2015**

REVENUES:

FUND:	BUDGETED REVENUE (AMENDED)	ACTUAL REVENUE	REMAINING	% REC'D
* GENERAL FUND:	4,716,762	3,948,079	768,683	83.7%
* SM. CTY SURTAX/ CAP IMP.:	412,672	381,912	30,760	92.5%
CDBG - BRIDLE PATH	820,123	567,961	252,162	69.3%
<u>ENTERPRISE FUNDS:</u>				
WATER/SEWER FUND:	4,283,510	3,590,760	692,750	83.8%
SOLID WASTE FUND:	773,626	711,983	61,643	92.0%
* AIRPORT FUND:	319,224	75,730	243,494	23.7%
TOTAL ALL FUNDS:	11,325,918	9,276,425	2,049,493	81.9%

EXPENSES

FUND:	BUDGETED EXPENSES (AMENDED)	ACTUAL EXPENSES	REMAINING	% USED
* GENERAL FUND:	4,716,762	3,807,112	909,649	80.7%
* SM. CTY SURTAX/ CAP IMP.:	412,672	268,245	144,427	65.0%
CDBG - BRIDLE PATH	820,123	772,495.86	47,627.22	94.2%
<u>ENTERPRISE FUNDS:</u>				
WATER/SEWER FUND:	4,283,510	2,740,399	1,543,111	64.0%
SOLID WASTE FUND:	773,626	630,578	143,048	81.5%
* AIRPORT FUND:	319,224	275,566	43,658	86.3%
TOTAL ALL FUNDS:	11,325,918	8,494,396	2,831,521	75.0%

*On September 1, 2015, Resolution No. 2015-06, A Resolution of the City of Arcadia Amending the Budget For Fiscal Year 2014-15 was approved by the Council. This Budget Update reflects the Budget Amendment throughout both in revenues and expenses.

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF SEPTEMBER 3, 2015**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
AD VALORUM TAXES				
Ad Valorem Taxes - Current	1,463,069	1,405,298	57,771	96.1%
Ad Valorem Taxes - Delinquent	-	-	-	0.0%
Interest on AD Valorem Tax	-	59	(59)	100.0%
Tax Certificate Sales	-	111,105	(111,105)	0.0%
Total AD Valorem Taxes	1,463,069	1,516,461	(53,392)	103.6%
SALES & USE TAX				
State Shared Sales Tax	-	-	-	0.0%
State Local Option Fuel Tax New (1-5 Cent Tax)	85,080	73,242	11,838	86.1%
State Local 9th Cent Gas Tax	-	-	-	0.0%
State Shared Business Tax	-	-	-	0.0%
Gas Tax 5 & 6 Cents (1-6 Cent Tax)	173,407	148,618	24,789	85.7%
Total Sales & Use Tax	258,487	221,860	36,627	85.8%
FRANCHISE FEES				
Electricity Franchise	400,000	329,607	70,393	82.4%
Gas Franchise	-	-	-	0
Total Franchise Fees	400,000	329,607	70,393	82.4%
UTILITY SERVICE TAX (PST)				
Electricity Utility Tax	300,000	303,864	(3,864)	101.3%
Water Utility Tax	107,000	118,476	(11,476)	110.7%
Gas Utility Tax	20,000	12,165	7,835	60.8%
Communications Service Tax	242,011	182,326	59,685	75.3%
Total Utility Service Tax	669,011	616,831	52,180	92.2%
OTHER GENERAL TAXES				
Local Business Tax Receipts	40,000	37,057	2,943	92.6%
Residential Rental Permits	-	-	-	0.0%
Police And Fire Ins.	-	-	-	0.0%
Total Other General Taxes	40,000	37,057	2,943	92.6%
OTHER REVENUES				
Cemetary Lots	12,500	10,180	2,320	81.4%
Total Other Revenues	12,500	10,180	2,320	81.4%
BUILDING PERMITS				
Building Permits	8,000	7,210	790	90.1%
Electrical Permits	-	-	-	0.0%
Plumbing Permits	-	-	-	0.0%
Total Building Permits	8,000	7,210	790	90.1%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF SEPTEMBER 3, 2015**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
OTHER LICENSES & PERMITS				
Zoning Fees	2,750	-	2,750	0.0%
Maps	-	-	-	0.0%
Other Licenses & Permits	4,000	5,660	(1,660)	141.5%
Garage Permits	-	-	-	0.0%
Right of Way Permit Fees	-	-	-	0.0%
Total Other Licenses & Permits	6,750	5,660	1,090	83.9%
FEDERAL GRANTS	BUDGETED	ACTUAL	REMAINING	% REC'D
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204	13,174	16,030	45.1%
Rural Investigation Grant	-	-	-	0.0%
Dept. of Justice Taser Grant	-	-	-	0.0%
JAGC 2015-DESO-2 R3-097 GRANT	10,306	10,306	-	0.0%
JAGC 2015 1 R1 003 BODY CAMERA GRANT	1,696	-	1,696	0.0%
Total Federal Grants	41,206	23,480	17,726	57.0%
STATE GRANTS	BUDGETED	ACTUAL	REMAINING	% REC'D
Dept. of Transportation US 17 Widening	-	-	-	0.0%
Dept. of Economic OPP Planning Grant	-	-	-	0.0%
Hurricane Grant	-	-	-	0.0%
Total State Grants	-	-	-	0.0%
STATE SHARED REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
State Half Cents Sales Tax	251,909	221,972	29,937	88.1%
State Shared Motor Fuel	70,839	65,788	7,030	96.4%
State Shared Sales Tax	195,272	188,242	(175)	107.0%
Mobile Home License	2,500	2,675	(175)	107.0%
Alcoholic Beverage Licenses	3,300	3,335	(35)	101.1%
State Shared Business Tax	-	-	-	0.0%
State of FL Lighting Maintenance Agreement	43,202	43,202	-	100.0%
State of FL Traffic Light Maintenance Agreement	23,411	23,411	-	100.0%
State of FL Pension Contribution	-	-	-	0.0%
Total State Shared Revenues	590,433	548,625	36,582	92.9%
SHARED REVENUES FROM LOCAL UNITS	BUDGETED	ACTUAL	REMAINING	% REC'D
School Guard Crossing - School Board	18,000	12,740	5,260	70.8%
DeSoto County Business Tax	1,500	1,275	225	100.0%
Total Shared Revenue from Local Units	19,500	14,015	5,485	71.9%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF SEPTEMBER 3, 2015**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
PUBLIC SERVICE REVENUE				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	236,000	-	236,000	0.00%
Fire Inspection Fee (OL)	-	-	-	0.00%
Accident Reports	450	1,024	(574)	227.56%
Code Enforcement Fees	1,000	-	1,000	0.00%
Total Public Safety Revenue	237,450	1,024	236,426	0.43%
CULTURE/RECREATION	BUDGETED	ACTUAL	REMAINING	% REC'D
GOLF COURSE & PRO SHOP				
Golf Course Green Fees	107,063	55,099	51,964	51.5%
Cart Rentals	120,569	76,845	43,724	63.7%
Golf Course Membership Fees	126,961	92,752	34,209	73.1%
Pro Shop & Food and Beverage	60,000	54,088	5,913	90.1%
Total Golf Course & Pro Shop	414,593	278,783	135,810	67.2%
Other Culture / Recreation				
Rent Fees for Speer Center	1,000	735	265	73.5%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
Total Other Culture / Recreation	1,000	735	265	73.5%
Total Culture / Recreation	415,593	279,518	136,075	67.3%
FINES & FORFEITURES	BUDGETED	ACTUAL	REMAINING	% REC'D
Court Fines	23,000	21,234	1,766	92.3%
Police Education	-	-	-	0.0%
Misc Charges for Services	2,500	8,766	(6,266)	350.7%
Taxi Application Fees	4,000	2,855	1,145	71.4%
Parking Violations	500	480	20	0.0%
Towing Fees	-	-	-	0.0%
Impound	10,000	9,604	396	96.0%
Confiscated and Restitution (from Law Enforcement Trust)	-	18,000	-	0.0%
Total Fines and Forfeitures	40,000	60,940	(2,940)	152.3%
INTEREST EARNINGS	BUDGETED	ACTUAL	REMAINING	% REC'D
Law Enforcement Trust Income	-	-	-	0.0%
Other Interest	250	252	(2)	100.7%
Unrealized Gain	-	-	-	0.0%
Bond Interest	-	-	-	0.0%
Total Interest Earnings	250	252	(2)	100.7%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF SEPTEMBER 3, 2015**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
RENTS & ROYALTIES				
Mobile Home Park Rent	194,000	185,423	8,577	95.6%
Mobile Home Park Laundry	850	1,056	(206)	124.2%
Total Rents & Royalties	194,850	186,478	8,372	95.7%
SALES/COMP FOR LOSS OF FIXED ASSET	BUDGETED	ACTUAL	REMAINING	% REC'D
Sale of Fixed Asset	-	1,200	-	-
SALE OF SURPLUS MATERIALS/SCRAP	BUDGETED	ACTUAL	REMAINING	% REC'D
Sale of Surplus Materials	5,000	273	4,727	5.5%
Total Sale of Surplus Materials	5,000	273	4,727	5.5%
CONTRIBUTIONS/DONATIONS FROM PRIVATE	BUDGETED	ACTUAL	REMAINING	% REC'D
Miscellaneous Donations -Police	52,300	52,300	-	100.0%
Jim Space Foundation Donation	1,500	1,500	-	100.0%
Total Contributions/ Donations from Private	53,800	53,800	-	100.0%
OTHER MISC REVENUE	BUDGETED	ACTUAL	REMAINING	% REC'D
Copies - City Hall	46	400	(354)	874.0%
Copies - Police Station	-	-	-	0.0%
Miscellaneous	15,908	16,979	(1,071)	106.7%
Miscellaneous Refunds	-	149	(149)	0.0%
Special Detail APD		3,885		
Shop With A Cop	12,195	12,195	-	0.0%
Housing Authority Prior Payment	-	-	-	0.0%
Total Other Misc Revenue	28,149	33,608	(1,574)	1.42%
CONTRIBUTION FROM OTHER FUNDS	BUDGETED	ACTUAL	REMAINING	% REC'D
Transfer from Water (Loan)	173,000	-	173,000	0.0%
Total Contribution from Other Funds	173,000	-	173,000	0.0%
FUND BALANCE	BUDGETED	ACTUAL	REMAINING	% REC'D
Fund Balance	59,714	-	59,714	0.0%
TOTAL GENERAL FUND REVENUES	4,716,762	3,948,079	768,684	83.7%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF SEPTEMBER 3, 2015**

LEGISLATIVE/COUNCIL EXPENSES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	22,932	20,121	2,811	87.7%
Operating Expenses	52,414	37,964	14,451	72.4%
TOTAL LEGISLATIVE/COUNCIL	75,346	58,085	17,261	77.1%

RETIREE & COUNCIL RETIREES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	55,100	78,249	(23,149)	142.0%

EXECUTIVES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	196,836	193,592	3,244	98.4%
Operating Expenses	24,975	20,721	4,254	83.0%
TOTAL EXECUTIVE	221,811	214,313	7,498	96.6%

FINANCIAL & ADMINISTRATIVE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	115,292	75,341	39,951	65.3%
Operating Expenses	37,595	48,055	(10,460)	127.8%
TOTAL FINANCE & ADMINISTRATIVE	152,887	123,397	29,491	80.7%

LEGAL COUNCIL				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Professional Services	70,100	61,846	8,254	88.2%
Other Legal Services	30,000	7,880	22,120	26.3%
TOTAL LEGAL COUNCIL	100,100	69,726	30,374	69.7%

COMPREHENSIVE (COMMUNITY DEVELOPMENT)				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	82,058	62,737	19,321	76.5%
Operating Expenses	44,811	27,136	17,675	60.6%
TOTAL COMPREHENSIVE	126,869	89,873	36,996	70.8%

ELECTIONS				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	4,000	-	4,000	0.0%
TOTAL OTHER GOVERNMENTAL SERVICES	4,000	-	4,000	0.0%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF SEPTEMBER 3, 2015**

OTHER GOVERNMENT SERVICES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,000	15,914	2,086	88.4%
Operating Expenses	124,596	120,340	4,256	96.6%
Contingency	600,000	-	600,000	0.0%
TOTAL OTHER GOVERNMENTAL SERVICES	742,596	136,253	606,342	18.3%

LAW ENFORCEMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	1,122,792	1,152,657	(29,865)	102.7%
Operating Expenses	225,082	155,864	69,218	69.2%
Capital Outlay	66,208	65,308	900	98.6%
TOTAL LAW ENFORCEMENT	1,414,082	1,373,829	40,253	97.2%

*Note: The actual payroll amount Law Enforcement for July was \$64,896.00; the actual for August was \$75,397.00

VICTIMS OF CRIMES GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	40,999	40,454	544	98.7%
TOTAL VICTIMS OF CRIMES GRANT	40,999	40,454	544	98.7%

POLICE EQUIPMENT GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
APD ANTI-DRUG - JAGC-1-R1	10,306	10,620	(314)	103.0%
TOTAL POLICE EQUIPMENT GRANT	10,306	10,620	(314)	103.0%

POLICE EQUIPMENT GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
APD BODY CAMER 2015 JAGC-2-R3	1,696	-	1,696	0.0%
TOTAL POLICE EQUIPMENT GRANT	1,696	-	1,696	0.0%

SCHOOL CROSSING GUARD				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,829	15,060	3,769	80.0%
Operating Expenses	375	-	375	100.0%
TOTAL SCHOOL CROSSING GUARD	19,204	15,060	4,144	78.4%

SHOP WITH A COP EXPENSES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	12,195	9,373	2,822	76.9%
TOTAL SCHOOL CROSSING GUARD	12,195	9,373	2,822	76.9%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF SEPTEMBER 3, 2015**

FIRE CONTROL				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	316,000	289,713	26,287	91.7%
TOTAL FIRE CONTROL	316,000	289,713	26,287	91.7%

CEMETERY				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	43,389	43,750	(360)	100.8%
Operating Expenses	7,073	4,686	2,388	66.2%
TOTAL CEMETERY	50,463	48,435	2,027	96.0%

STREET DEPARTMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	135,433	168,319	(32,887)	124.3%
Operating Expenses	195,841	168,184	27,658	85.9%
Capital Outlay	15,000	9,024	5,976	60.2%
TOTAL STREET DEPARTMENT	346,274	345,528	747	99.8%

OTHER TRANSPORTATION				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	11,697	6,069	5,628	51.9%
Operating Expenses	54,914	17,417	37,497	31.7%
TOTAL OTHER TRANSPORTATION	66,611	23,486	43,125	35.3%

VEHICLE AND FACILITY MAINTENANCE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	103,801	94,398	9,403	90.9%
Operating Expenses	21,027	9,635	11,393	45.8%
Capital Outlay	3,500	-	3,500	0.0%
TOTAL VEHICLE AND FACILITY MAINTENANCE	128,328	104,033	24,296	81.1%

GOLF COURSE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	206,068	196,918	9,150	95.6%
Operating Expenses	195,667	185,541	10,126	94.8%
Capital Outlay	10,000	10,256	(256)	102.6%
TOTAL GOLF COURSE	411,736	392,715	19,020	95.4%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF SEPTEMBER 3, 2015**

PARKS DEPARTMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	167,008	140,721	26,287	84.3%
Operating Expenses	63,553	60,394	3,159	95.0%
Capital Outlay	8,000	7,924	76	99.1%
TOTAL PARKS DEPARTMENT	238,561	209,039	29,521	87.6%

MOBILE HOME PARK				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	47,268	47,615	(347)	100.7%
Operating Expenses	105,031	94,775	10,255	90.2%
Capital Outlay	-	-	-	0.0%
TOTAL MOBILE HOME PARK	152,298	142,390	9,908	93.5%

WAY BUILDING				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	5,256	3,888	1,369	74.0%
Operating Expenses	24,044	28,653	(4,610)	119.2%
TOTAL WAY BUILDING	29,300	32,541	(3,241)	111.1%

TOTAL GENERAL FUND EXPENSES	4,716,762	3,807,112	909,649	80.7%
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**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
BUDGETED REVENUE
AS OF SEPTEMBER 3, 2015**

	Budgeted	Actual	Remaining	% Used
Small Cty. Surtax	412,672	381,912	30,760	92.5%
Interest SBA	-	-	-	-
Other Interest Earnings	-	-	-	-
Interest on Investment Acct	-	-	-	-
Unrealized Gain	-	-	-	-
Other Miscellaneous	-	-	-	-
Fund Balance Reserves	-	-	-	-
Total Surtax/Capital	412,672	381,912	30,760	92.5%

**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
EXPENSES
AS OF SEPTEMBER 3, 2015**

	Budgeted	Actual	Remaining	% Used
Way Building				
Council Chambers	-			
Improvements	-			
Total Way Building	-			
Streets				
Street, Sidewalks & Curbs	372,806	268,245	104,561	72.0%
Stormwater Projects	-	-	-	-
Machinery & Equipment	-	-	-	-
Principal Bond Payments	-	-	-	-
ADM Fees - Bond 2003	-	-	-	-
Interest Bond Payments	-	-	-	-
Bond Administration Expense	-	-	-	-
Improvements (Computer Upgrades)	-	-	-	-
Total Streets	372,806	268,245	104,561	72.0%
Debt Service				
Principal	-	-	-	-
Interest	-	-	-	-
Total Debt Service	-	-	-	-
Police				
Improvements	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Police	-	-	-	-
Parks and Recreation				
Improvements Golf Course	-	-	-	0.0%
Land	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Parks	-	-	-	0.0%
Contingency	39,866	-	39,866	0.0%
Total Transfers	-			
Total Capital Improvement/ Surtax	412,672	268,245	144,427	65.0%

**CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
REVENUE
AS OF SEPTEMBER 3, 2015**

WATER/SEWER ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Water Revenue	2,227,710	1,980,486	247,224	88.9%
Water Tap Fees	4,500	16,732	(12,232)	371.8%
Water Reconnect Fees	25,000	23,625	1,375	94.5%
Late Fees	75,000	114,196	(39,196)	152.3%
Sewer Revenue	1,589,684	1,445,043	144,641	90.9%
Sewer Tap Fees	1,000	5,647	(4,647)	564.7%
Water Meter Deposit interest	-	-	-	0.0%
Miscellaneous	-	740	(740)	100.0%
Leachate Payments		4,291	(4,291)	100.0%
Fund Balance	360,617	-	360,617	0.0%
Total Current Revenues	4,283,510	3,590,760	692,750	83.8%

CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
EXPENSES
AS OF SEPTEMBER 3, 2015

WATER/SEWER ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
Water Treatment Plant				
Personnel Services	175,866	190,677	(14,811)	108.4%
Operating Expenses	350,175	238,243	111,932	68.0%
Capital Outlay	-	-	-	0.0%
Debt Service Principal	478,696	-	478,696	0.0%
Total WTP Expenses	1,004,737	428,920	575,817	42.7%
Waste Water Plant				
Personnel Services	253,014	248,965	4,049	98.4%
Operating Expenses	488,403	539,138	(50,735)	110.4%
Capital Outlay	20,000	19,948	52	99.7%
Total WWP Expenses	761,417	808,051	(46,634)	106.1%
Utility Collections & Billing				
Personnel Services	232,919	203,348	29,571	87.3%
Operating Expenses	70,668	67,621	3,047	95.7%
Total UB Expenses:	303,587	270,969	32,618	89.3%
Water Systems				
Personnel Services	146,279	143,627	2,652	98.2%
Operating Expenses	89,967	63,875	26,092	71.0%
Capital Outlay	32,000	8,454	23,546	26.4%
Total Debt Service	623,167	604,963	18,204	97.1%
Total Water Systems Expenses	891,413	820,919	70,494	92.1%
Waste Water Systems				
Personnel Services	139,320	123,917	15,403	88.9%
Operating Expenses	62,273	41,106	21,167	66.0%
Capital Outlay	-	-	-	0.0%
Total Waste Water Systems Expenses	201,594	165,023	36,570	81.9%
City-County Interconnect	-			
US #17 Widening	50,000	5,883	44,117	11.8%
Subtotal:	3,212,747	2,499,766	712,981	77.8%
RENEW AND REPLACE	450,000	240,633	209,367	53.5%
CONTINGENCY	620,763	-	620,763	0.0%
TOTAL WATER/SEWER ENTERPRISE FUND EXPENSES:	4,283,510	2,740,399	1,543,111	64.0%

**CITY OF ARCADIA
SOLID WASTE ENTERPRISE FUND
REVENUES / EXPENSES
AS OF SEPTEMBER 3, 2015**

SOLID WASTE ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Garbage Revenue	758,626	692,437	66,189	91.3%
Extra Trash Pick-Up	15,000	19,546	(4,546)	130.3%
Other Income	-	-	-	0.0%
Miscellaneous	-	-	-	0.0%
TOTAL SOLID WASTE REVENUES	773,626	711,983	61,644	92.0%

SOLID WASTE ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	249,193	237,862	11,332	95.5%
OPERATING EXPENSES	251,433	179,340	72,093	71.3%
LANDFILL CHARGES	273,000	213,376	59,624	78.2%
CAPITAL OUTLAY	-	-	-	0.0%
TOTAL SOLID WASTE EXPENSES	773,626	630,578	143,048	81.5%

**CITY OF ARCADIA
AIRPORT ENTERPRISE FUND
REVENUES / EXPENSES
AS OF SEPTEMBER 3, 2015**

AIRPORT ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Federal Grants	237,024	-	237,024	0.0%
State Grants - D.O.T. - Lighting	-	-	-	0.0%
State Grants - D.O.T. - Pavement	-	2,655	-	0.0%
Rent	65,400	54,433	10,967	83.2%
Insurance Reimbursements	-	1,842	(1,842)	0.0%
Transfer from Fund Balance	16,800	16,800	16,800	100.0%
TOTAL AIRPORT REVENUES	319,224	75,730	262,949	23.7%

AIRPORT ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
CAPITAL OUTLAY	237,024	224,950	12,074	94.9%
OPERATING EXPENSES	82,200	50,616	31,584	61.6%
TOTAL AIRPORT EXPENSES	319,224	275,566	43,658	86.3%

AGENDA No. 16