



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

**TUESDAY, FEBRUARY 2, 2016  
6:00 P.M.**

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

**PRESENTATION**

1. Proclamation – Season of Sharing - Ashley Coone of Links2Success in DeSoto County

**CONSENT AGENDA**

2. City Council Minutes for January 19, 2016 (Penny Delaney – City Clerk)

**ACTION ITEMS**

3. Request for Certificate of Appropriateness at 8 W. Hickory Street – Gary Boyle of Crossroad Sheds (Terry Stewart – City Administrator)
4. Request for Certificate of Appropriateness at 521 E. Pine Street – Rob Herron (Terry Stewart – City Administrator)
5. Airport RFQ Update (Terry Stewart – City Administrator)
6. Request for Approval to Piggyback onto Charlotte County's Contract with Bartow Ford for Purchase of 2016 Ford F-350 (Beth Carsten – Finance Director)

**COMMENTS FROM DEPARTMENTS**

7. City Marshal
8. City Attorney
9. City Administrator

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

**MAYOR AND COUNCIL REPORTS**

**ADJOURN**

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

**PLEASE TURN OFF OR SILENCE ALL CELL PHONES**

# AGENDA No. 1



# *Proclamation*

*WHEREAS*, Season of Sharing is a 16-year community-wide fundraising partnership created by The Herald-Tribune Media Group and the Community Foundation of Sarasota County; and

*WHEREAS*, Season of Sharing helps individuals and families from Sarasota, Manatee, Charlotte and DeSoto counties who are on the verge of homelessness to stay in their homes; and

*WHEREAS*, collected funds may be used for rent or mortgage assistance, utility bills, child care, transportation, food vouchers or other crucial expenses associated with helping families get back on their feet; and

*WHEREAS*, since 2005, Season of Sharing has provided more than \$587,000.00 to individuals and families on the verge of homelessness in DeSoto County; and

*WHEREAS*, for the month of February, the Power of a Dollar campaign will encourage DeSoto County residents to donate \$1.00 to support the fund to provide assistance to families on the verge of homelessness; and

*WHEREAS*, funds from the Season of Sharing DeSoto Campaign (The Power of a Dollar) will directly benefit DeSoto County residents; and

*NOW, THEREFORE, BE IT RESOLVED*, the Mayor and Council for the City of Arcadia do hereby proclaim the month of February as Season of Sharing month and for the month of February, encourage DeSoto County residents to donate \$1.00 to support the fund to provide assistance to families on the verge of homelessness.

*SO DONE THIS 2ND DAY OF FEBRUARY, 2016*

*BY:*

*ATTEST:*

\_\_\_\_\_  
*SUSAN COKER, MAYOR*

\_\_\_\_\_  
*Penny Delaney*  
*City Clerk*

# AGENDA No. 2



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: February 2, 2016

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DEPARTMENT: Administration

SUBJECT: Minutes from January 19, 2016

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RECOMMENDED MOTION: Approval of January 19, 2016 Meeting Minutes as presented.

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SUMMARY:

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

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

Department Head: Penny Delaney *PD* Date: 01/21/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *TS* Date: *1-22-16*

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

**AGENDA MINUTES  
CITY COUNCIL  
CITY OF ARCADIA  
TUESDAY, JANUARY 19, 2016  
6:00 P.M.**

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

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

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

**Arcadia City Council**

Mayor Susan Coker

Councilmember Joseph E. Fink

Deputy Mayor Alice Frierson

Councilmember S. Delshay Turner

Councilmember Judy Wertz-Strickland was not in attendance as she was attending the Florida League of Cities representing the advocacy committee.

**Arcadia City Staff**

City Administrator Terry Stewart

Finance Director Beth Carsten

City Clerk Penny Delaney

Human Resource Manager Linda Lowe

Marshal Matthew Anderson

**PRESENTATION**

**Agenda Item 1 – Troy Carrillo – Ten Sears of Service**

Mayor Coker presented Marshal Matt Anderson with a certificate on behalf of Troy Carrillo acknowledging his ten (10) years of service to the City. Mayor Coker pointed out that he had actually been with the City almost eleven (11) years.

**CONSENT AGENDA**

**Agenda Item 2 – City Council Minutes for January 5, 2016**

**Agenda Item 3 – Special Event Permit – Fly-In/Camping (Friends of Arcadia Airport)**

Councilmember Fink made a motion to approve the Consent Agenda as presented and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

City Administrator Stewart acknowledged Friends of Arcadia Airport and the pancake breakfast that they sponsor which brings in a number of pilots to the airport.

## **ACTION ITEMS**

### **Agenda Item 4 – Budget Amendment Resolution No. 2016-03**

Finance Director Carsten presented Council with the first budget amendment for the 2016 year. She explained that many of the items had been brought to their attention previously, but she pointed out that in the revenue section, the street project is listed at One Hundred Thousand and 00/100 Dollars (\$100,000.00) and she explained that this was money set aside for street and road projects which included a pothole patcher. She then directed Council to the expenditure section, which listed how they plan on spending the One Hundred Thousand and 00/100 Dollars (\$100,000.00). Ms. Carsten advised that Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) had been set aside for two (2) part-time laborers, Fifty Thousand and 00/100 Dollars (\$50,000.00) had been set aside as the equipment estimate which included the pothole patcher and trailer and then another Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for a truck. She advised that staff was very conscious of advising Council of any new employees being added to the roster. City Administrator Stewart advised Council that by approving the budget amendment, they would be approving the addition of two (2) part-time employees to do nothing but patch potholes. He further advised that staff would be bringing an RFP before Council for their approval for a paving company because staff would not be able to pave the streets fast enough to solve all the problems. Mr. Stewart explained the One Hundred Thousand and 00/100 Dollars (\$100,000.00) would be coming out of the One Million and 00/100 Dollars (\$1,000,000.00) which was approved to be set aside for the pothole patch needs.

Ms. Carsten stated that she had spoken with each Council Member about the transposition error of Two Hundred Seventy and 00/100 Dollars (\$270.00) and she reminded Council that the bottom line for the total of all funds on the second page of the amendment would change the last three (3) digits from 446 to 716; reflecting Thirteen Million Three Hundred Fifty-Eight Thousand Seven Hundred Sixteen and 00/100 Dollars (\$13,358,716.00). Councilmember Fink made a motion to approve the resolution as amended with the change to reflect the total of all funds for the 2015-16 budget amendment to read Thirteen Million Three Hundred Fifty-Eight Thousand Seven Hundred Sixteen and 00/100 Dollars (\$13,358,716.00) and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

### **Agenda Item 5 – Auditor Letter of Agreement**

Finance Director Carsten advised that Council had before them the letter of agreement from the auditor, Mauldin & Jenkins. She advised that everything monetarily had stayed the

same from last year including having to pay extra for any independent audits and at this point, only one (1) independent audit is known. She further advised that the only way they would have to do an independent audit would be if it went over Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00).

Ms. Carsten advised the agreement contemplates the auditors coming on February 22, 2016 to begin their background work with a finish date of May 31, 2016 so there is sufficient time to file the audit by June 30, 2016. City Administrator Stewart advised Mauldin & Jenkins had been the City's auditor for a number of years, but he believed that after more than five (5) years, he felt the City should put it back out on the street to obtain competitive quotes. He advised that next year staff would prepare a Request for Qualifications (RFQ) and bring proposals back before City Council. Deputy Mayor Frierson made a motion to approve the auditor letter of agreement and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

### **COMMENTS FROM DEPARTMENTS**

Marshal Anderson advised the Martin Luther King Day Parade went well and there were no complaints or problems. He also advised that the fair attendance was down in attendance by five hundred (500) as of the previous night.

Regarding McSwain Park, City Attorney Wohl stated that Council had approved the bathroom facility construction agreement, but the Chamber had met and expressed some concerns with it. He advised he would be getting with the Chamber president either this week or next week to iron out any of the issues and he would potentially bring back an amendment to the agreement for Council approval.

Finance Director Carsten provided an update as of January 5, 2016 of the financial report. She advised the revenues were at forty percent (40%) and to date, Eight Hundred Thirty-Nine Thousand Seven Hundred Ninety-Six and 00/100 Dollars (\$839,796.00) of the ad valorem taxes had been received which is almost sixty percent (60%). She then advised that the expenses were at twenty-three percent (23%).

City Administrator Stewart reminded Council that at the last meeting, Mr. Darby Ellis had addressed Council regarding some concerns that he had. At said meeting, Mr. Stewart had offered to assist Mr. Ellis, but he had never heard back from Mr. Ellis. Mr. Stewart advised that Mr. Ellis has outstanding code violation issues of which the Special Master had given him specific time to deal with. Of those issues, initial paperwork had been submitted regarding one (1) item, but nothing had been done regarding another issue.

Mr. Stewart stated that he enjoyed the parade and was pleased when a former councilmember offered their gratitude for Council and staff being there to represent the City.

**PUBLIC**

No one spoke from the public.

**MAYOR AND COUNCIL REPORTS**

Mayor Coker thanked Beth Carsten for getting the audit completed sooner this year. She also expressed her thoughts of how nice the parade was.

**ADJOURN**

Councilmember Fink made a motion to adjourn and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 4/0, approved. Having no further business at this time, the meeting was adjourned at approximately 6:20 P.M.

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

By:

ATTEST:

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

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

# AGENDA No. 3



**CERTIFICATE OF APPROPRIATENESS  
CHAPTER 69, HISTORIC PRESERVATION**

It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural, archaeological, or historic interest or value are a public necessity and is required in the interest of the health, prosperity, safety, and welfare of the people of the City of Arcadia.

The purpose of this Chapter is to:

1. Effect and accomplish the protection, enhancement, and preservation of such improvements, sites, and districts which represent or reflect elements of the city's cultural, social, economic, political, and architectural history.
2. Safeguard the city's historic, prehistoric and cultural heritage, as Embodied and reflected in such historic structures, sites, and districts.
3. Stabilize and improve property values, and enhance the visual aesthetic character of the city.
4. Protect and enhance the city's attractions to residents, tourists, and visitors, and serve as a support and stimulus to business and industry.

It is hereby declared that the owner Gary Boyle of parcel ID/street address 8 West Hickory street of Arcadia, FL has come before the City Council today to request a Certificate of Appropriateness for the described demolition/rehabilitation/reconstruction/alteration/new construction that is attached. It has been found by the City of Arcadia City Council that the owner has met all of the requirements of Chapter 69 and hereby issue this Certificate of Appropriateness dated this 2<sup>nd</sup> day of February, 2016.

CITY OF ARCADIA, FLORIDA

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

ATTEST:

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

**APPLICATION FOR CERTIFICATE OF APPROPRIATENESS  
HISTORIC PRESERVATION**

**ACTION BY HISTORIC PRESERVATION COMMISSION**

**The Historic Preservation Commission shall review the application for conformity with the following criteria and shall recommend issuance of the Certificate of Appropriateness to the City of Arcadia City Council unless:**

- 1. In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy or adversely affect any exterior feature of the improvement or site upon which said work is to be done;**
- 2. In the case of the construction of a new improvement upon a historic site, or within an historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within such district;**
- 3. In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration, or demolition does not conform to the purpose and intent of this chapter and/or to the objectives and design criteria of any historic preservation plan approved for said district;**
- 4. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contract to the general welfare of the people of the city and state; or**
- 5. In the case of a request for a demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.**

The Historic Preservation Commission has voted to recommend   ✓   or not recommend \_\_\_\_\_ issuance of the Certificate of Appropriateness by a vote of   6   to   0   at their regular meeting on the   12<sup>th</sup>   day of   January  , 20  16  .

**Special notes or requirements recommended by the Historic Preservation Commission:**

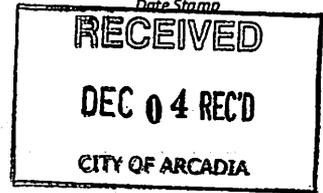


**CERTIFICATE OF APPROPRIATENESS**  
(Historic Preservation Commission)

City of Arcadia Florida  
Community Development  
23 Polk Avenue North  
Arcadia, FL 34266  
(863) 494-4114

City Website: [arcadia-fl.gov](http://arcadia-fl.gov)

62



Fee: \$165.<sup>00</sup> 1433+  
Check # 1432  
R# ~~522094~~  
522088

File No. : 15 - 14 CA

The City's Historic Preservation Ordinance (No. 955) requires all proposed development activity within Arcadia's Historic Preservation District be controlled through a Certificate of Appropriateness application. The Historic Preservation Ordinance can be found under Chapter 60 of the Arcadia Code of Ordinances. Please note an application approved by the City of Arcadia is required for submittal along with your Building Permit application materials administered by the DeSoto County Building Department.

**APPLICANT'S INFORMATION**  
(Agent or Contractor)

Name: Gary Boyle

Organization: Crossroads Sheds, Inc

Address: 8. W Hickory St.

City: Arcadia

State: FL Zip Code: 34266

Telephone No.: ( 863 ) 494 1678

Email: crossroadsshedss@yahoo.com

**PROPERTY OWNER'S INFORMATION**  
(Leave Blank if Same as Applicant)

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

Organization: \_\_\_\_\_

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

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

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

Telephone No.: ( ) \_\_\_\_\_

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

**I. Type of Building Structure and Development Activity Proposed**

- New Construction     Manufactured     Mobile     Addition     Demolition
- Shed     Ground Sign     Fence     Deck     Re-roofing

**II. Property Information**

Parcel Address (if assigned): \_\_\_\_\_

Parcel Identification Number: \_\_\_\_\_

Subdivision, Block and Lot Nos.: \_\_\_\_\_

**III. Zoning Information and Development Standards (for New Building Structures only)**

Zoning Map Designation: C-1

Lot Size (sq. ft.): \_\_\_\_\_ Lot Length: \_\_\_\_\_ Lot Width: \_\_\_\_\_

Zoning Code Yard Setbacks:

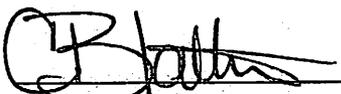
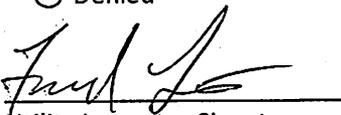
Proposed Accessory Structure Setbacks:

_____ Front Yard	_____ Front Yard
(if corner lot) _____ Secondary Front Yard	(if corner lot) _____ secondary Front Yard
_____ Side Yard	_____ Side Yard
_____ Side Yard	_____ Side Yard
_____ Rear Yard	_____ Rear Yard
____ 10' ____ Between Buildings (Per Code 110-631)	_____ Between Buildings

**IV. Site Plan and Property Improvement Materials – Please provide a copy of any property survey, site development plans, drawings, renderings, engineered plans, photos, venter specification sheets for prefabricated materials.**

- Yes, please list attached exhibits: \_\_\_\_\_
- None, I intend to utilize City provided site plan sheet. I understand that I am required to include ALL property information, proposed improvements, and other such project delineations that may be necessary to confirm code compliance and to ensure there are no utility services conflicts.

**I understand that an incomplete application will be returned and will delay permit review.**

<p><b>Planning and Zoning Review:</b></p> <p><input checked="" type="radio"/> Approved</p> <p><input type="radio"/> Denied</p> <p> Zoning Inspector Signature</p> <p>Date: <u>12/4/15</u></p>	<p><b>Utility Systems Review:</b></p> <p><input checked="" type="radio"/> Approved</p> <p><input type="radio"/> Denied</p> <p> Utility Inspector Signature</p> <p>Date: <u>12/7/15</u></p>	<p><b>Notes, Restrictions, and Permit Coordination:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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US Hwy 170  
West

Parking Lot

4x8'  
sign

Shed

Horse  
Barn

US Hwy 170  
South

# SITE PLAN INFORMATION SHEET: ZONING CERTIFICATE APPLICATION

## I. Site Plan Requirements

1. Applications which lack essential information required by the City's Code of Ordinances cannot be processed for technical utility and zoning compliance review and will be returned to you for completion.
2. Provide site plan information and project details in a clear, legible format. If we are unable to understand or read project details, it may contribute to unnecessarily extending permit review processing time.
3. Reference your survey and plat information to ensure your improvements are within areas of legal ownership, and utility and service access are within approved easements and public right-of-ways.
  - DeSoto County Property Appraiser property search website at: [www.desotopa.com/GIS/Search\\_F.asp](http://www.desotopa.com/GIS/Search_F.asp)
4. Exceeding height allowances or proposed encroachments into required yard setbacks (extending beyond zoning envelope or build-to lines) will require a zoning variance application -- and may not be supported by the City.

### General Information to Provide on Site Plan

- North arrow
- Street names
- Property lines
- Right-of-ways
- Utility easements
- Identify primary building structures or points of reference
- Show measurement details in feet/inches

### Fences and Walls

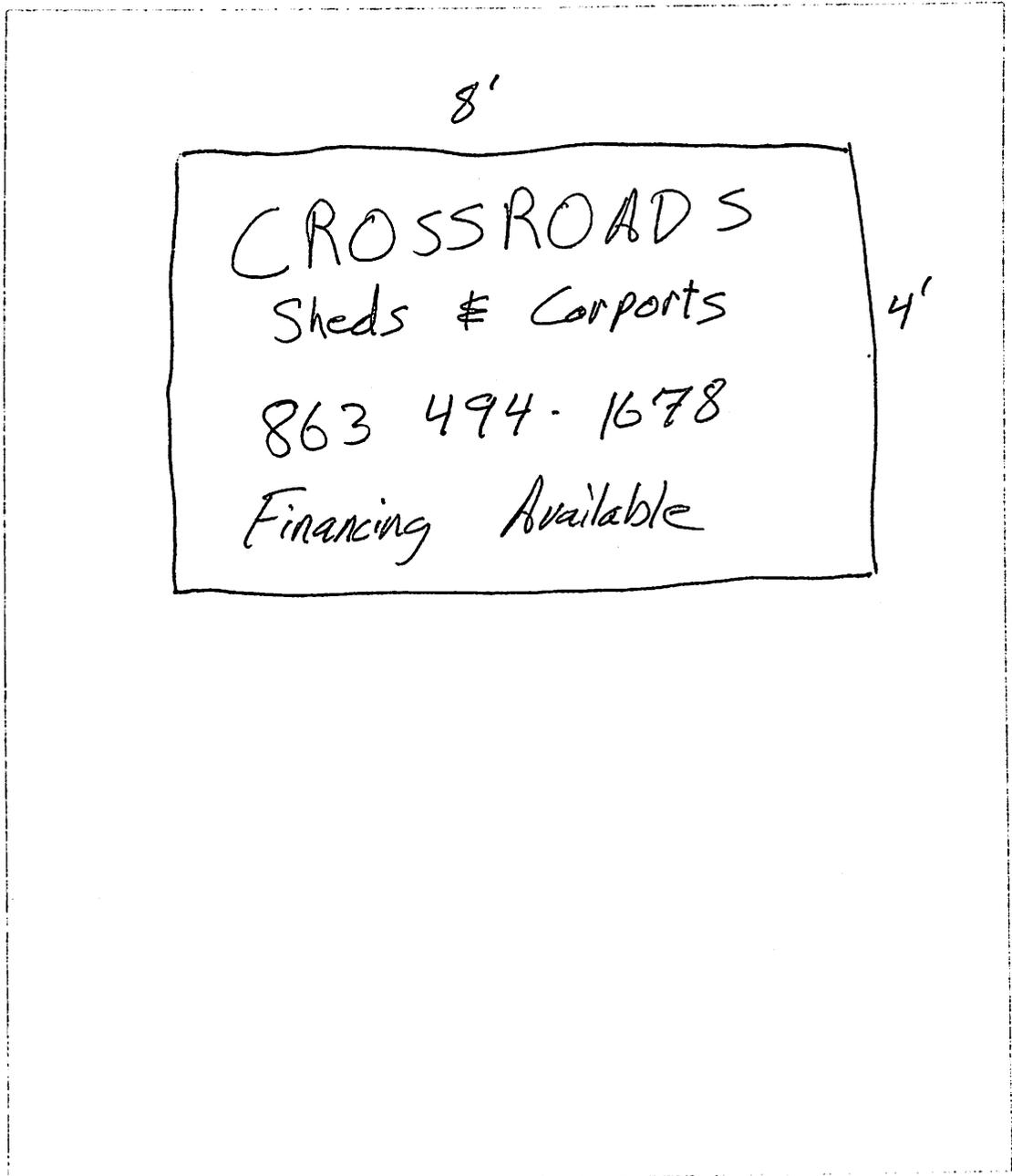
- Types of material
- Height of structure
- Location and linear runs of all fence lines

### Sheds and Detached Covered Structures

- Placement in yard
- Footprint
- Height
- Length
- Width

### Driveways, Sidewalks and Other Curb-Cuts

- Types of all surface stabilizing material
- Location, including length and width of infrastructure area
- Impervious surface coverage estimate
- Detailed cross-section depicting sub grade soils, base materials, and binder or surface courses



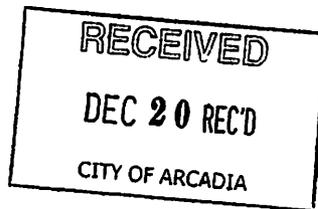


# SIGNAGE CERTIFICATE APPLICATION

City of Arcadia Florida  
Community Development  
23 Polk Avenue North  
Arcadia, FL 34266  
(863) 494-4114

City Website: [arcadia-fl.gov](http://arcadia-fl.gov)

Date Stamp



File No.: 15-14 SP

Fee \$60.<sup>00</sup>

Check # 1432

R# 522088

522094

1433+

Signage regulations are designed to ensure public safety and minimize the negative visual impacts of outdoor advertising within the City. All commercial, professional and residential zoning districts establish regulations which limit the number, size, type, placement, and appearance of all signage and signage structures. Receiving a Sign Certificate from the City is generally the first step in the approval process, followed by applying for a Building Permit from the Desoto County Building Department for the actual sign installation or construction activities for securing or powering the structure.

### APPLICANT'S INFORMATION

(Agent or Contractor)

### PROPERTY OWNER'S INFORMATION

(Leave Blank if Same as Applicant)

Name: Gary Boyle

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

Organization: Crossroads Sheds Inc.

Organization: \_\_\_\_\_

Address: 8 W Hickory St.

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

City: Arcadia

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

State: FL Zip Code: 34266

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

Telephone No.: ( 863 ) 494 - 1678

Telephone No.: ( ) \_\_\_\_\_

Email: crossroadsshedss@yahoo.com

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

### I. Property Information

Parcel Address (if assigned): \_\_\_\_\_

Parcel Identification Number: \_\_\_\_\_

Business Name: \_\_\_\_\_

Street Name that Signage Will Face: \_\_\_\_\_

Is Signage for a Building with:  Single Tenant  Multi-Tenant Building Structure

Duration of Sign Placement:  Permanent  Temporary (No. of Days): \_\_\_\_\_

Zoning District of Subject Property: \_\_\_\_\_

Lot Frontage (in feet): \_\_\_\_\_

Building Frontage (in feet): \_\_\_\_\_

**II. Signage Details - Please review each information block and indicate project information details:**

<b>Type of Signage</b> <input checked="" type="checkbox"/> Ground sign <input type="checkbox"/> Wall sign <input type="checkbox"/> Awning sign <input type="checkbox"/> Tenant Panel <input type="checkbox"/> Other  	<b>Action</b> <input checked="" type="checkbox"/> Erect <input type="checkbox"/> Alter <input type="checkbox"/> Sign Copy Change <input type="checkbox"/> Repair <input type="checkbox"/> Other  	<b>Illumination</b> <input checked="" type="checkbox"/> No Lighting <input type="checkbox"/> Externally Lit <input type="checkbox"/> Internal LED <input type="checkbox"/> Internal Florescent <input type="checkbox"/> Other  	<b>Construction</b> <input type="checkbox"/> Painted <input type="checkbox"/> Plastic <input checked="" type="checkbox"/> Metal <input type="checkbox"/> Channel Letters <input type="checkbox"/> Concrete Block <input type="checkbox"/> High Density Foam <input type="checkbox"/> Light Box <input type="checkbox"/> Wood <input type="checkbox"/> Other  
<b>No. of Sign Faces</b> <input checked="" type="checkbox"/> Single Face <input type="checkbox"/> Double Face  	<b>Size of Sign Structure</b> <u>4'</u> Height   Length  <u>8'</u> Width  	<b>Sign Copy Area Size</b>   Height   Length  	

**III. Signage Development Standards**

**Identify All Existing Signs (if any)**

For Temporary Signs, leave blank

Total Existing Signs: \_\_\_\_\_

Total Sq. Ft. of All Signs: \_\_\_\_\_

\_\_\_\_\_ No. of Signs on Building

\_\_\_\_\_ No. of Signs on the Ground

**For Ground Signs Only**

Zoning District: \_\_\_\_\_

City Code Standard	Your Proposed Standard
_____ Front Yard	_____ Front Yard
_____ Front Yard	_____ Front Yard (corner lots)
_____ Side Yard	_____ Side Yard

**IV. Site Plan, Exhibits and Renderings** – Please attach a signage detail and site plan sheet for ALL PROPOSED signage. Identify sign orientation, size of sign (sign copy area), and size of sign structures (height, length, and width). Incomplete information may delay your application review. Refer to the Sign Code to gain a better understanding of the sign standards, sign types, presence of other on-building or on-site signs that may count against maximum number of signs or total square footage of all sign copy area that may be permitted based on zoning district allowances.

Planning and Zoning Review:

Approved

Denied

  
Zoning Inspector Signature

Date: 12/4/15

Utility Systems Review:

Approved

Denied

\_\_\_\_\_  
Utility Inspector Signature

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

Notes, Restrictions, and Permit Coordination:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# AGENDA No. 4



**CERTIFICATE OF APPROPRIATENESS**  
**CHAPTER 69, HISTORIC PRESERVATION**

It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural, archaeological, or historic interest or value are a public necessity and is required in the interest of the health, prosperity, safety, and welfare of the people of the City of Arcadia.

The purpose of this Chapter is to:

1. Effect and accomplish the protection, enhancement, and preservation of such improvements, sites, and districts which represent or reflect elements of the city's cultural, social, economic, political, and architectural history.
2. Safeguard the city's historic, prehistoric and cultural heritage, as Embodied and reflected in such historic structures, sites, and districts.
3. Stabilize and improve property values, and enhance the visual aesthetic character of the city.
4. Protect and enhance the city's attractions to residents, tourists, and visitors, and serve as a support and stimulus to business and industry.

It is hereby declared that the owner Rob Herron of parcel ID/street address 521 East Pine Street of Arcadia, FL has come before the City Council today to request a Certificate of Appropriateness for the described demolition/rehabilitation/reconstruction/alteration/new construction that is attached. It has been found by the City of Arcadia City Council that the owner has met all of the requirements of Chapter 69 and hereby issue this Certificate of Appropriateness dated this 2<sup>nd</sup> day of February, 2016.

CITY OF ARCADIA, FLORIDA

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

ATTEST:

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

**APPLICATION FOR CERTIFICATE OF APPROPRIATENESS  
HISTORIC PRESERVATION**

**ACTION BY HISTORIC PRESERVATION COMMISSION**

The Historic Preservation Commission shall review the application for conformity with the following criteria and shall recommend issuance of the Certificate of Appropriateness to the City of Arcadia City Council unless:

1. In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy or adversely affect any exterior feature of the improvement or site upon which said work is to be done;
2. In the case of the construction of a new improvement upon a historic site, or within an historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within such district;
3. In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration, or demolition does not conform to the purpose and intent of this chapter and/or to the objectives and design criteria of any historic preservation plan approved for said district;
4. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contract to the general welfare of the people of the city and state; or
5. In the case of a request for a demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.

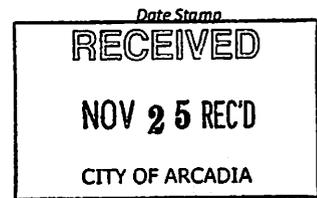
The Historic Preservation Commission has voted to recommend   ✓   or not recommend            issuance of the Certificate of Appropriateness by a vote of   6   to   0   at their regular meeting on the   12<sup>th</sup>   day of   January  , 20  16  .

Special notes or requirements recommended by the Historic Preservation Commission:



**CERTIFICATE OF APPROPRIATENESS**  
(Historic Preservation Commission)

City of Arcadia Florida  
Community Development  
23 Polk Avenue North  
Arcadia, FL 34266  
(863) 494-4114



Fee: \$165.<sup>00</sup>  
Check # 108  
R# 522091

City Website: [arcadia-fl.gov](http://arcadia-fl.gov)

File No. : 15 - 13 CA

The City's Historic Preservation Ordinance (No. 955) requires all proposed development activity within Arcadia's Historic Preservation District be controlled through a Certificate of Appropriateness application. The Historic Preservation Ordinance can be found under Chapter 60 of the Arcadia Code of Ordinances. Please note an application approved by the City of Arcadia is required for submittal along with your Building Permit application materials administered by the DeSoto County Building Department.

APPLICANT'S INFORMATION (Agent or Contractor)	
Name:	<u>ROB HERRON</u>
Organization:	_____
Address:	<u>521 E. PINE ST</u>
City:	<u>ARCADIA</u>
State:	<u>FL</u> Zip Code: <u>34266</u>
Telephone No.:	<u>(863) 558-0126</u>
Email:	<u>R.HERRON863@GMAIL.COM</u>

PROPERTY OWNER'S INFORMATION (Leave Blank if Same as Applicant)	
Name:	_____
Organization:	_____
Address:	_____
City:	_____
State:	_____      Zip Code: _____
Telephone No.:	(      ) _____
Email:	_____

**I. Type of Building Structure and Development Activity Proposed**

- New Construction     Manufactured     Mobile     Addition     Demolition
- Shed     Ground Sign     Fence     Deck     Re-roofing

**II. Property Information**

Parcel Address (if assigned): \_\_\_\_\_

Parcel Identification Number: \_\_\_\_\_

Subdivision, Block and Lot Nos.: \_\_\_\_\_

III. Zoning Information and Development Standards (for New Building Structures only)

Zoning Map Designation: R-1C

Lot Size (sq. ft.): \_\_\_\_\_ Lot Length: \_\_\_\_\_ Lot Width: \_\_\_\_\_

Zoning Code Yard Setbacks:

Proposed Accessory Structure Setbacks:

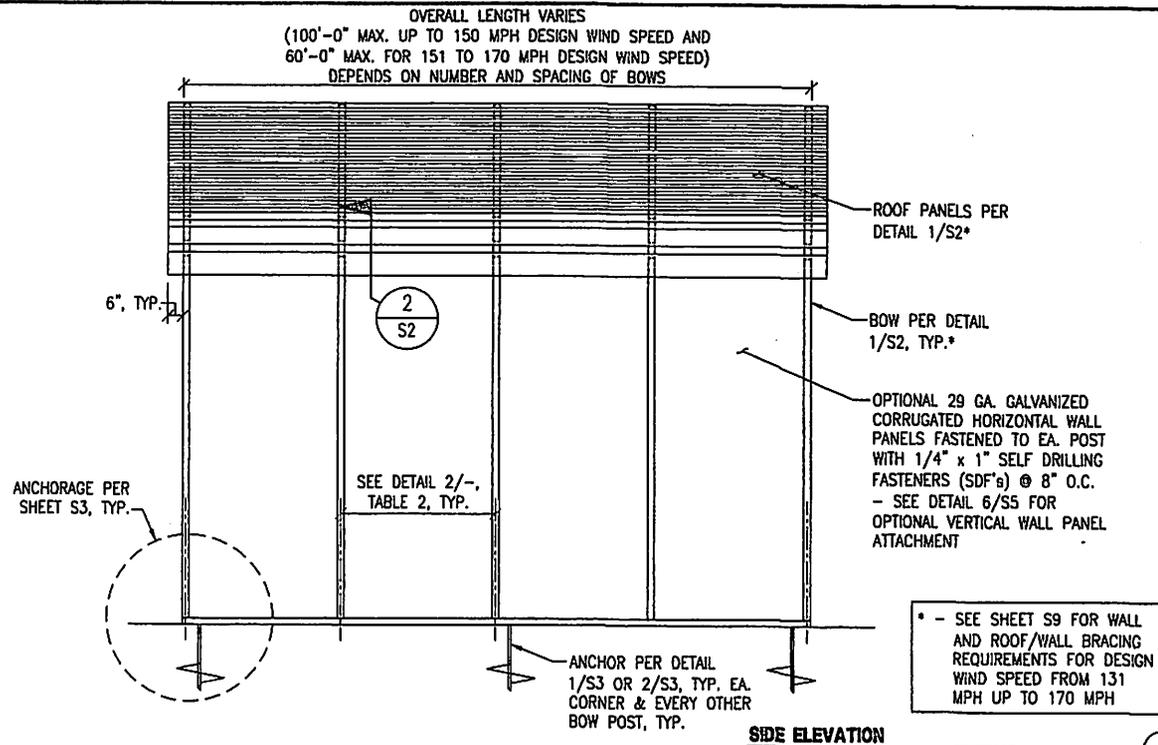
	<u>25</u> Front Yard		<u>25</u> Front Yard
(if corner lot)	_____ Secondary Front Yard	(if corner lot)	_____ secondary Front Yard
	<u>5</u> Side Yard		<u>5</u> Side Yard
	<u>5</u> Side Yard		<u>5</u> Side Yard
	<u>20</u> Rear Yard		<u>20</u> Rear Yard
	_____ 10' Between Buildings (Per Code 110-631)		_____ Between Buildings

IV. Site Plan and Property Improvement Materials – Please provide a copy of any property survey, site development plans, drawings, renderings, engineered plans, photos, vender specification sheets for prefabricated materials.

- Yes, please list attached exhibits: \_\_\_\_\_
- None, I intend to utilize City provided site plan sheet. I understand that I am required to include ALL property information, proposed improvements, and other such project delineations that may be necessary to confirm code compliance and to ensure there are no utility services conflicts.

I understand that an incomplete application will be returned and will delay permit review.

Planning and Zoning Review:	Utility Systems Review:	Notes, Restrictions, and Permit Coordination:
<input checked="" type="radio"/> Approved *	<input checked="" type="radio"/> Approved	* THE PROPOSED GARAGE SHALL BE AT LEAST 5- FEET FROM THE LOT LINE ADJACENT TO THE EXISTING ALLEY WAY ON THE WEST SIDE OF THE PROPERTY.
<input type="radio"/> Denied	<input type="radio"/> Denied	
 Zoning Inspector Signature	 Utility Inspector Signature	
Date: <u>12/7/15</u>	Date: <u>12/9/15</u>	



### DRAWING INDEX

- S1 ELEVATION VIEW & NOTES
- S2 BOW FRAME DETAILS
- S3 ANCHORAGE DETAILS
- S4 END WALL ELEVATIONS
- S5 DETAILS
- S6 DETAILS
- S7 DETAILS
- S8 DETAILS
- S9 ROOF AND WALL BRACING  
DETAILS

MASTER FILE DRAWING SET  
JURISDICTION: **DESOTO COUNTY, FL.**

THE DRAWINGS PRESENTED IN THIS PACKAGE ARE AUTHORIZED FOR USE AS A MASTER FILE DRAWING SET IN THE JURISDICTION INDICATED ABOVE, AND SHALL BE CONSIDERED VALID AS LONG AS THE DESIGN BUILDING CODE LISTED ON THE DRAWINGS IS THE BUILDING CODE ACCEPTED BY THE JURISDICTION. THESE DRAWINGS MAY BE REPRODUCED FOR ANY CLIENT OF USA STEEL BUILDINGS, INC. PURCHASING A CARPORT TO BE CONSTRUCTED IN THIS JURISDICTION. THESE DRAWINGS SHALL NOT BE REPRODUCED, REUSED, SOLD TO A THIRD PARTY OR ALTERED IN ANY WAY, EXCEPT AS NOTED ABOVE, WITHOUT THE WRITTEN AUTHORIZATION OF VECTOR ENGINEERS, PC

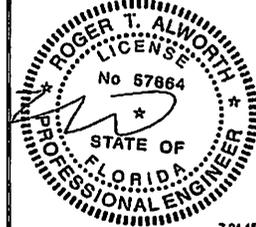


9133 S. Dixie St., Suite 101  
Sandwich, UT 84200  
www.vectorinc.com

DATE: 7-4-2015 | DESIGNED: BOV | DRAFTER: MGP

REVISIONS	
DATE	DESCRIPTION

DESIGNED EXCLUSIVELY FOR  
**USA STEEL BUILDINGS, INC.**  
16388 FANCY GAP HIGHWAY  
CANA, VA 24317  
1-800-570-6589



FLORIDA LICENSE NUMBER: 67864  
FLORIDA CERTIFICATE OF AUTHORIZATION: 28828

**TABLE 2**

BOW SPAN (SEE DETAIL 1/S2)	MAXIMUM O.C. BOW SPACING
UP TO 24'-0"	5'-0"
26'-0" TO 30'-0"	3'-6"

**TABLE 1**

MAXIMUM POST HEIGHT	POST/BOW GAGE	
	130 MPH MAX. WIND SPEED	170 MPH MAX. WIND SPEED
10'-0"	14 GA	12 GA
12'-0"	12 GA	12 GA

- NOTES:**
- DESIGN IS BASED ON THE FLORIDA BUILDING CODE 5TH EDITION (2014) AND THE ASCE 7-10 STANDARD
  - LOADS:  
WIND:  $V_{ult} = 170$  MPH (MAX.), (3-SEC. GUST)  
RISK CATEGORY: I  
WIND EXPOSURE: C  
ROOF/SNOW LOAD = 5 PSF MAX.  
SEISMIC DESIGN CATEGORY: D
  - STEEL TUBES SHALL BE AS FOLLOWS:  
12 GA:  $F_y = 64.5$  KSI - 2-1/4" SQUARE  
14 GA:  $F_y = 50$  KSI - 2-1/2" SQUARE
  - LOCATE ANCHORS AT EACH END OF BOW.
  - FASTEN METAL ROOF PANELS TO BOW FRAME WITH 1/4"x1" SELF DRILLING FASTENERS (SDF) @ 8" O.C. MAX.
  - ALL FIELD CONNECTIONS SHALL BE 1/4"x1" SELF DRILLING SCREWS.
  - ALL SHOP CONNECTIONS SHALL BE WELDED.
  - CONTRACTOR/OWNER TO VERIFY FOOTING REQUIREMENTS WITH LOCAL BUILDING DEPARTMENT PRIOR TO CONSTRUCTION. FOOTING DESIGN IS THE RESPONSIBILITY OF OTHERS.

**BOW FRAMING TABLES**

**ELEVATION VIEW & NOTES**

**STANDARD CARPORT  
WITH OPTIONS**

HIGH WIND RATING

U1332-001-111

**S1** REV 0



1133 B. Suez St., Suite 101  
 Chesapeake, VA 23040  
 800-578-8599

DATE: 7-4-016 DESIGNED BY: JMAP/TER, MJP  
 REVISIONS

DESCRIPTION

DATE

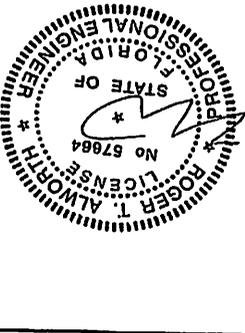
DESIGNED EXCLUSIVELY FOR

USA STEEL BUILDINGS, INC.

18398 FANCY GAP HIGHWAY

CANA, VA 24317

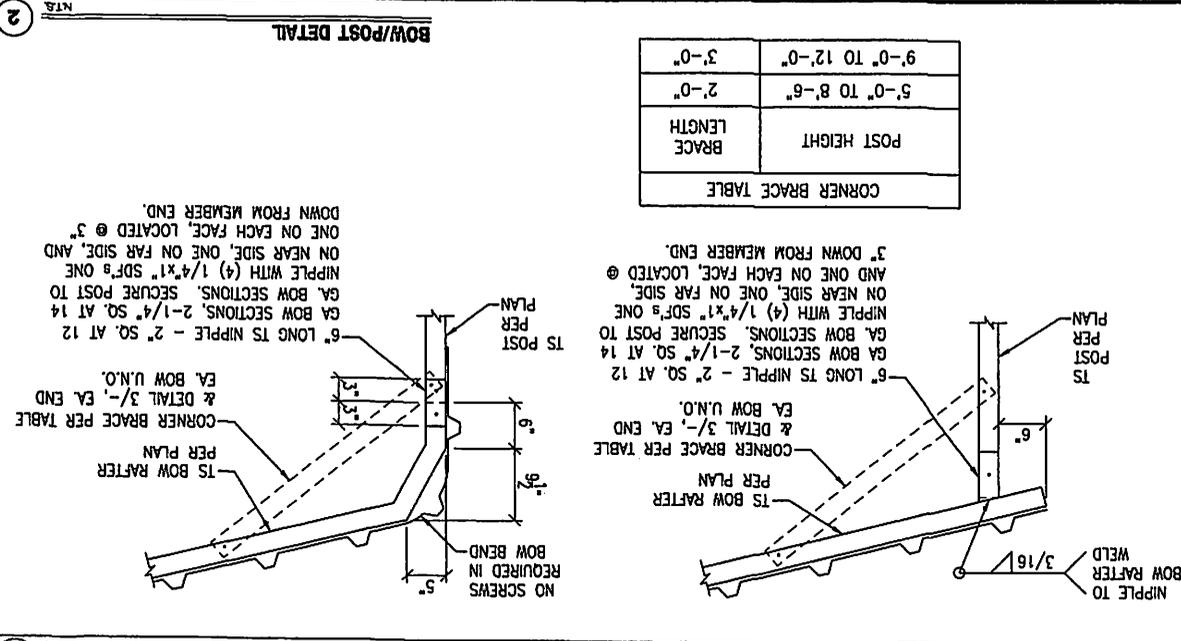
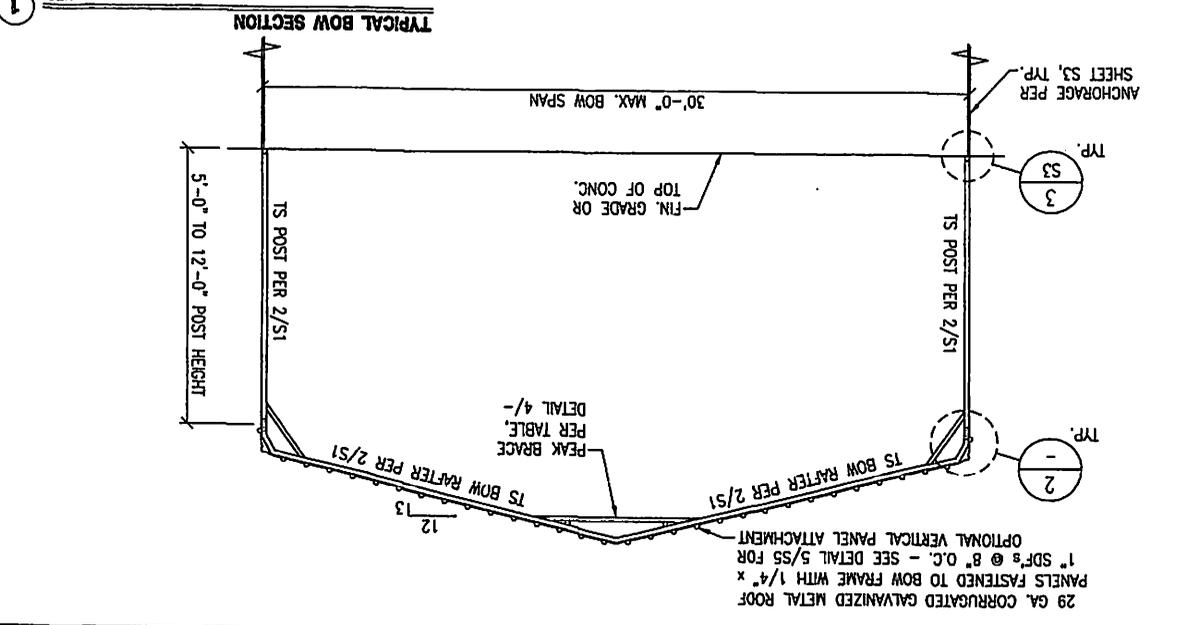
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7-24-15  
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 FLORIDA CERTIFICATE OF AUTHORIZATION: 28292

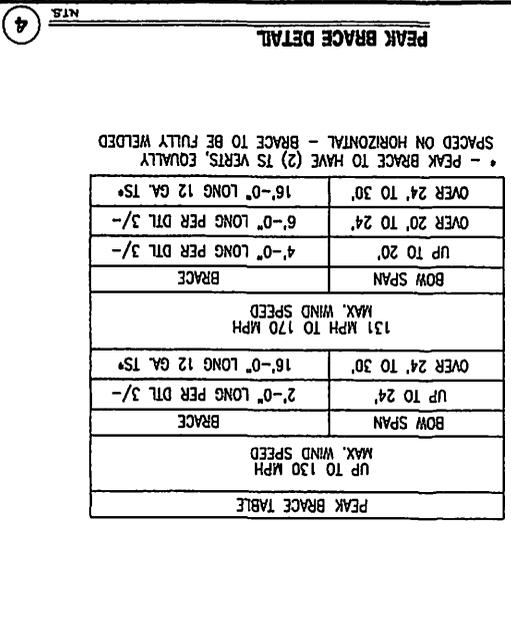
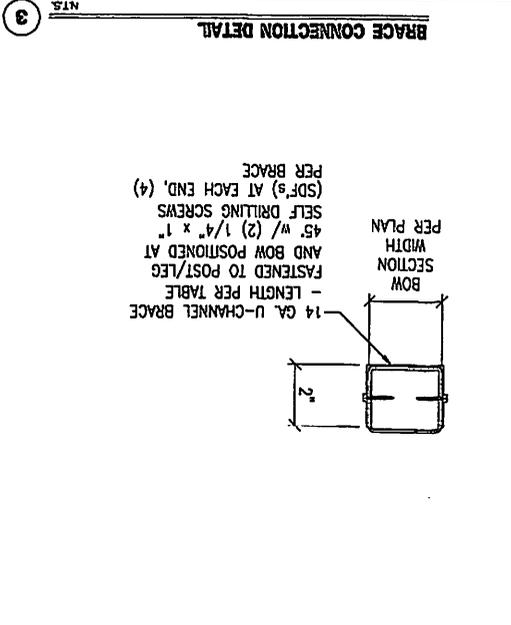
**BOW FRAME DETAILS**  
**STANDARD CARPORT**  
**WITH OPTIONS**  
 HIGH WIND RATING

U1332-001-111  
 S2  
 0



**CORNER BRACE TABLE**

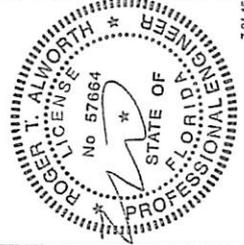
BRACE LENGTH	POST HEIGHT
5'-0" TO 8'-6"	9'-0" TO 12'-0"
2'-0"	3'-0"



\* - PEAK BRACE TO HAVE (2) TS VERTS, EQUALLY SPACED ON HORIZONTAL - BRACE TO BE FULLY WELDED

DATE	DESCRIPTION
DESIGNED BY	DRAFTER, MGP
REVISIONS	

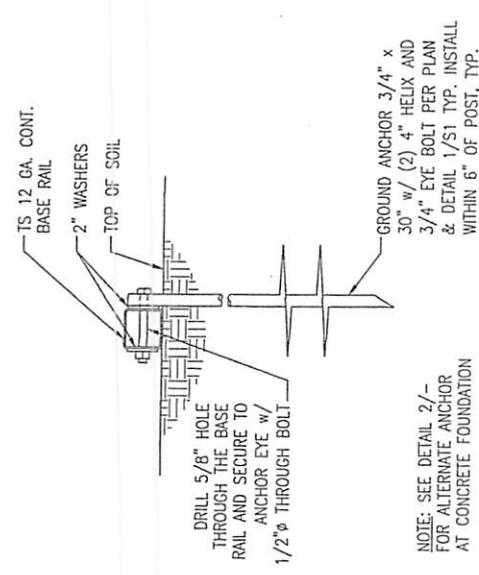
DESIGNED EXCLUSIVELY FOR  
**USA STEEL BUILDINGS, INC.**  
 16389 FANCY GAP HIGHWAY  
 CANA, VA 24317  
 1-800-579-8589



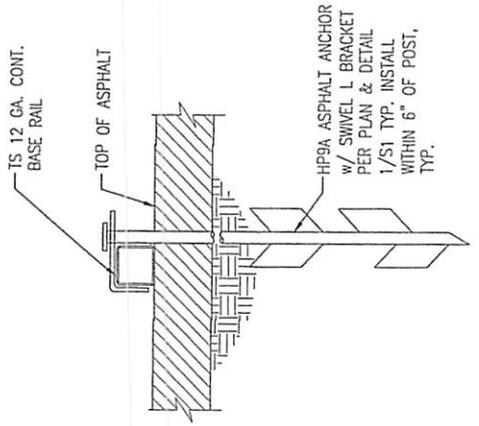
7-24-15  
 FLORIDA LICENSE NUMBER: 57664  
 FLORIDA CERTIFICATE OF AUTHORIZATION: 26826

**ANCHORAGE DETAILS**  
 STANDARD CARPORT  
 WITH OPTIONS  
 HIGH WIND RATING

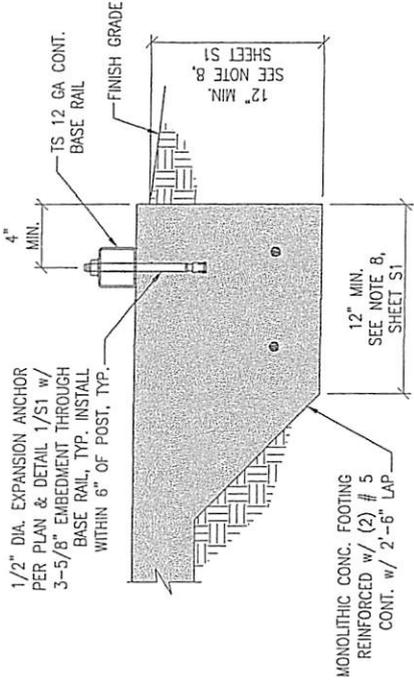
U1332-001-111  
**S3**  
 REV 0



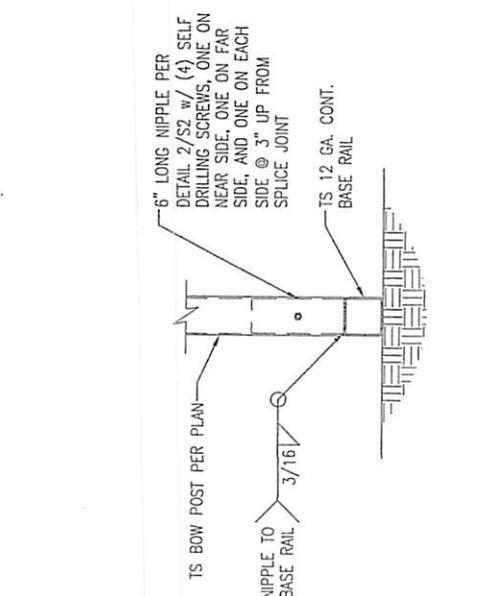
**OPTION A**



**OPTION B**



**CONCRETE BASE RAIL ANCHORAGE**



**BOW TO BASE RAIL CONNECTION DETAIL**

CONCRETE SHALL HAVE A MIN. SPECIFIED COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.

COVER OVER REINFORCING STEEL FOR FOUNDATIONS, MIN. CONCRETE COVER OVER REINFORCING BARS SHALL BE:  
 3" IN FOUNDATION WHERE THE CONCRETE IS CAST AGAINST AND PERMANENTLY IN CONTACT WITH THE EARTH OR EXPOSED TO THE EARTH OR WEATHER AND 1-1/2" ELSEWHERE.

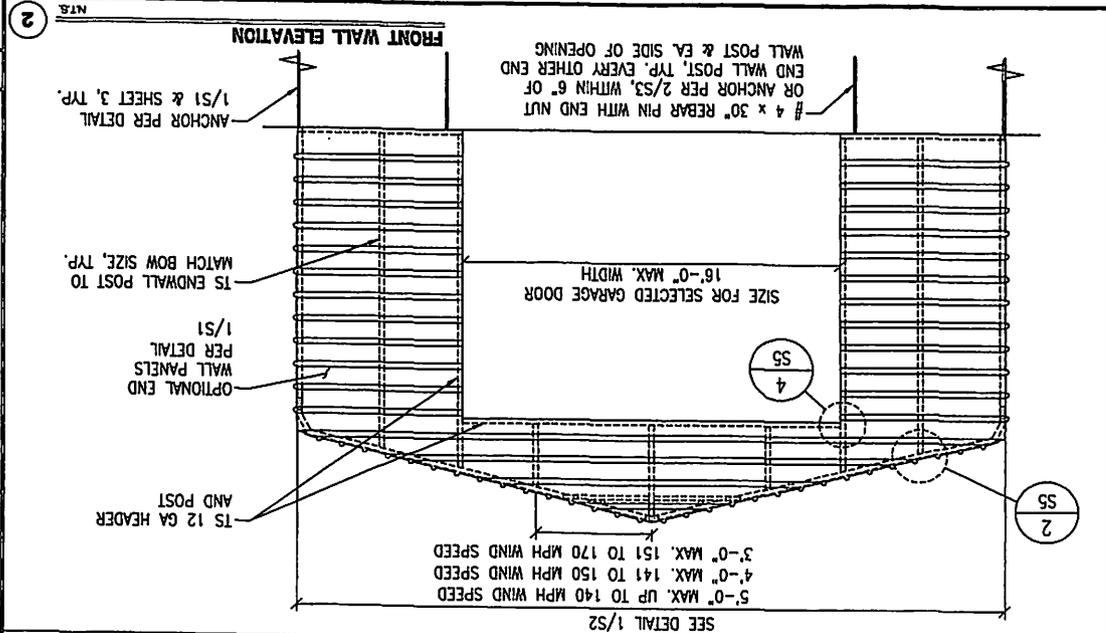
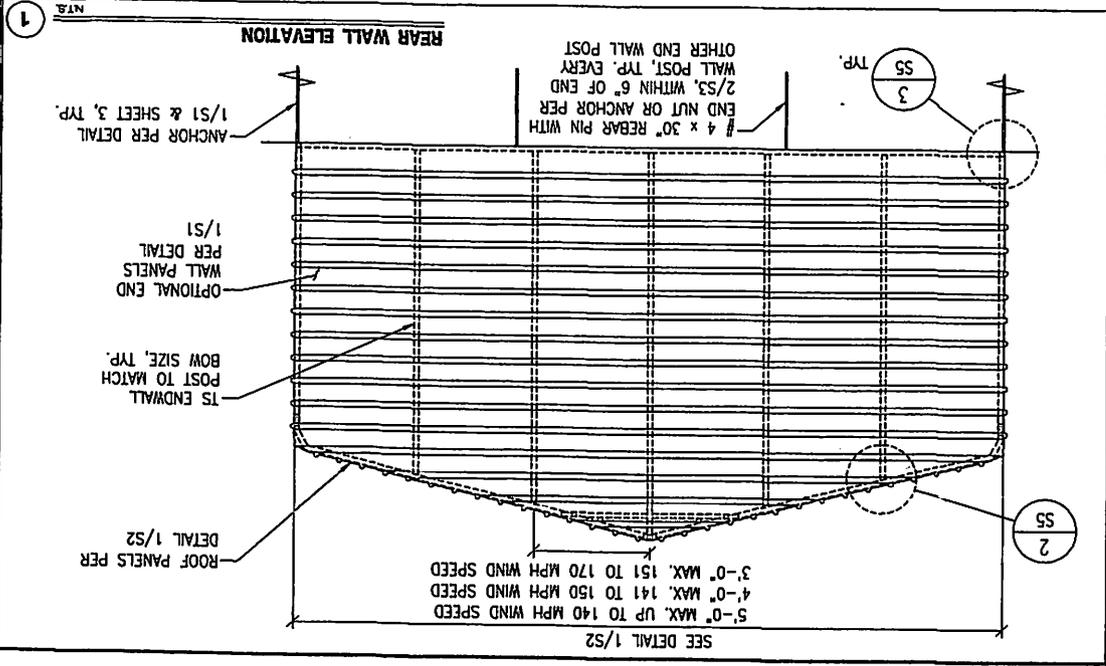
REINFORCING STEEL THE REINFORCING STEEL SHALL BE MIN. GRADE 60 GALVANIZATION METAL ACCESSORIES FOR USE IN EXTERIOR WALL CONSTRUCTION AND NOT DIRECTLY EXPOSED TO THE WEATHER SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A 153, CLASS B-2, METAL PLATE CONNECTORS, SCREWS AND NAILS EXPOSED DIRECTLY TO THE WEATHER SHALL BE STAINLESS STEEL OR HOT DIPPED GALVANIZED.

REINFORCEMENT MAY BE BENT IN THE SHOP OR THE FIELD PROVIDED:  
 1. ALL REINFORCEMENT IS BENT COLD  
 2. THE DIAMETER OF THE BEND, MEASURED ON THE INSIDE OF THE BAR, IS NOT LESS THAN SIX BAR DIAMETERS  
 3. REINFORCEMENT PARTIALLY EMBEDDED IN CONCRETE SHALL NOT BE FIELD BENT. EXCEPTION: WHERE BENDING IS NECESSARY TO ALIGN DOWEL BARS WITH A VERTICAL CELL, BARS PARTIALLY EMBEDDED IN CONCRETE SHALL BE PERMITTED TO BE BENT AT A SLOPE OF NOT MORE THAN 1" OF HORIZONTAL DISPLACEMENT TO 6" OF VERTICAL BAR LENGTH.

NOTE:  
 EXTERIOR WINDOWS AND GLASS DOORS SHALL BEAR AN APPROVED LABEL  
 IDENTIFYING THE MANUFACTURER, PERFORMANCE CHARACTERISTICS AND  
 APPROVED PRODUCT EVALUATION ENTRY TO INDICATE COMPLIANCE WITH  
 THE FOLLOWING TABLE:

USA STEEL BUILDINGS, INC. - FLORIDA PRODUCT APPROVAL CODES			
MANUFACTURER	PRODUCT	MODEL/SERIES	APPROVAL #
USA STEEL BUILDINGS, INC.	ROOF DECKING	36-R PANEL	FL-13364
JANUS INTERNATIONAL CORP.	ROLL-UP DOOR	750 SERIES	FL-12765
POCAHONTAS ALUMINUM CO., INC.	WALK-IN DOOR	D-100	FL-12903
POCAHONTAS ALUMINUM CO., INC.	WINDOWS	100-VS	FL-12940

DOOR TABLE	
CARPORIT WIDTH	MAX. DOOR WIDTH
12'-0"	8'-0"
14'-0" TO 16'-0"	10'-0"
18'-0" TO 20'-0"	12'-0"
22'-0"	16'-0" OR (2) 8'-0"
24'-0"	16'-0" OR (2) 9'-0"
26'-0" TO 28'-0"	16'-0" OR (2) 10'-0"
30'-0"	16'-0" OR (2) 12'-0"



**VECTOR BUILDINGS**

1111 S. State St., Suite 101  
 Tampa, FL 33610  
 813-281-1111

DATE: 7-1-2018  
 DESIGNED BY: [REDACTED]  
 CHECKED BY: [REDACTED]  
 REVISIONS:

DATE	DESCRIPTION

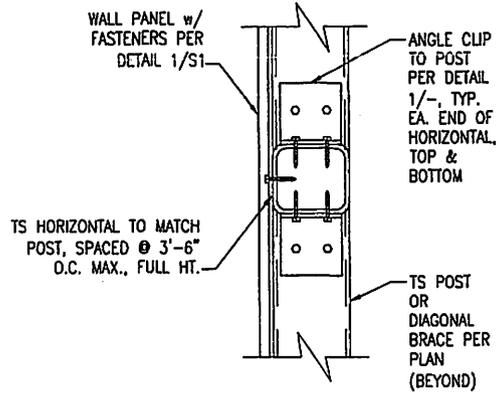
DESIGNED EXCLUSIVELY FOR  
**USA STEEL BUILDINGS, INC.**  
 16398 FANCY GAP HIGHWAY  
 CANA, VA 24317  
 1-800-579-8589

ROGER T. AMORTH  
 LICENSE  
 No. 57084  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER

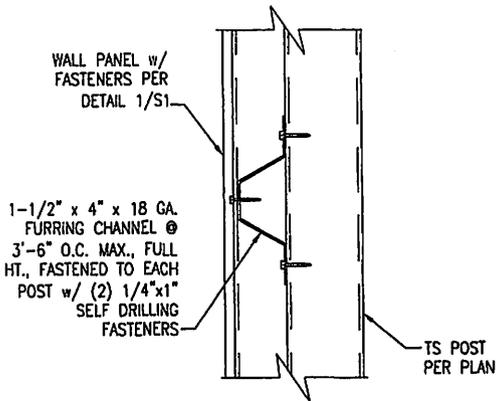
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 FLORIDA LICENSE NUMBER: 57084  
 FLORIDA CERTIFICATE OF AUTHORIZATION: 26828

**END WALL ELEVATIONS**  
**STANDARD CARPORT WITH OPTIONS**  
 HIGH WIND RATING

U1332-001-111  
 S4  
 REV 0



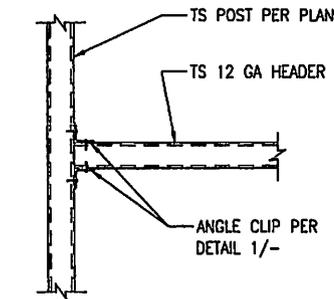
FLUSH TS HORIZONTAL OPTION



FURRING CHANNEL OPTION

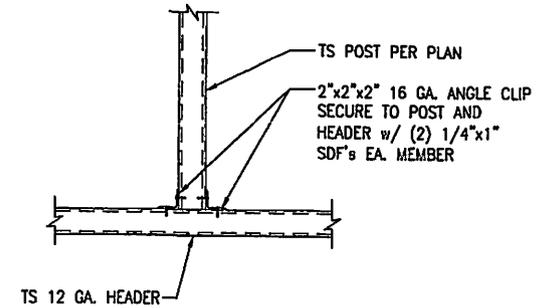
VERTICAL WALL PANEL ATTACHMENT

NTS. 6



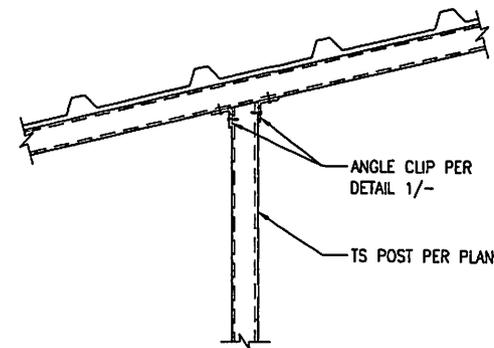
HEADER TO POST CONN. DETAIL

NTS. 4



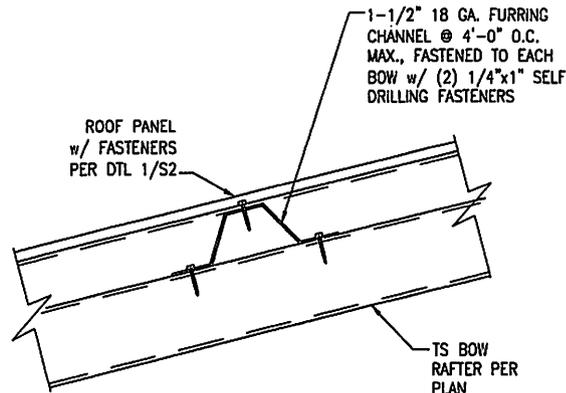
END POST TO HEADER/RAIL CONN. DETAIL

NTS. 1



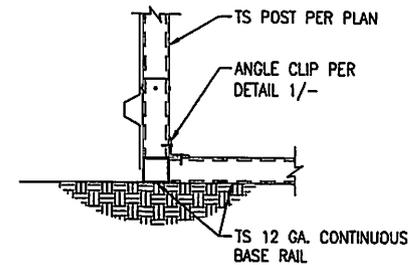
END POST/BOW CONN. DETAIL

NTS. 2



VERTICAL ROOF PANEL ATTACHMENT

NTS. 5



END BOW/BASE RAIL CONN. DETAIL

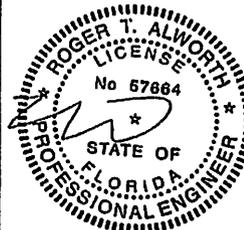
NTS. 3



9188 S. State St., Suite 101  
Bundy, UT 84202  
www.vector.com

DATE: 7-7-2015	DESIGNED: BOV	DRAWN: MGP
REVISIONS		
DATE	DESCRIPTION	

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USA STEEL BUILDINGS, INC.  
16398 FANCY GAP HIGHWAY  
CANA, VA 24317  
1-800-578-8588



7-24-15

FLORIDA LICENSE NUMBER: 57864  
FLORIDA CERTIFICATE OF AUTHORIZATION: 28828

DETAILS

STANDARD CARPORT  
WITH OPTIONS

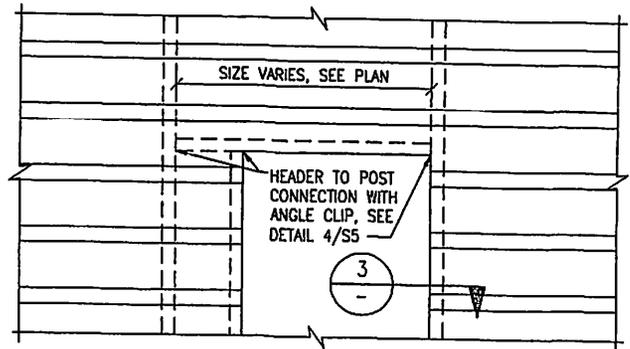
HIGH WIND RATING

U1332-001-111

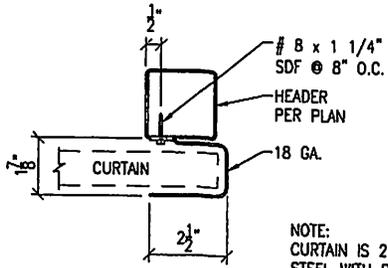
S5 REV 0

REVISIONS	
DATE	DESCRIPTION

DESIGNED EXCLUSIVELY FOR  
USA STEEL BUILDINGS, INC.  
16399 FANCY GAP HIGHWAY  
CANA, VA 24317  
1-800-579-8599

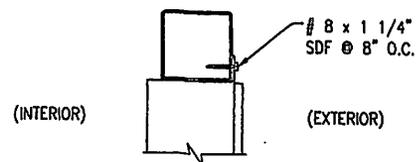


SEE DETAIL 1/S7 FOR ANCHOR REQUIREMENTS **DOOR FRAME - ELEVATION VIEW** N.T.S. **1**



NOTE:  
CURTAIN IS 26 GA. GALVANIZED  
STEEL WITH BAKED ON EPOXY  
PRIMER & POLYESTER TOP COAT.

**SECTION THROUGH ROLL UP DOOR HEADER** N.T.S. **2**



**SECTION** N.T.S. **3**

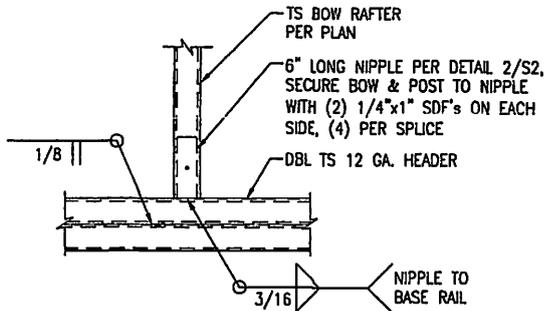


FLORIDA LICENSE NUMBER: 57884  
FLORIDA CERTIFICATE OF AUTHORIZATION: 258220

**DETAILS**  
**STANDARD CARPORT**  
**WITH OPTIONS**  
HIGH WIND RATING

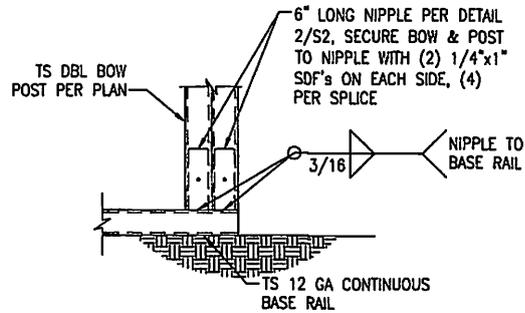
U1332-001-111

**S6** REV **0**



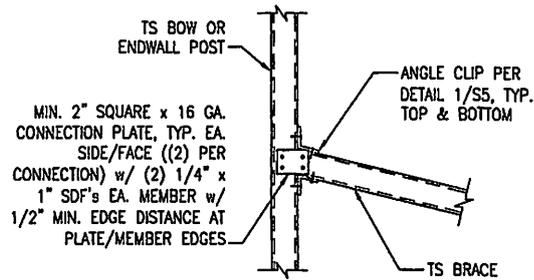
**BOW/HEADER DETAIL**

NTS. 3



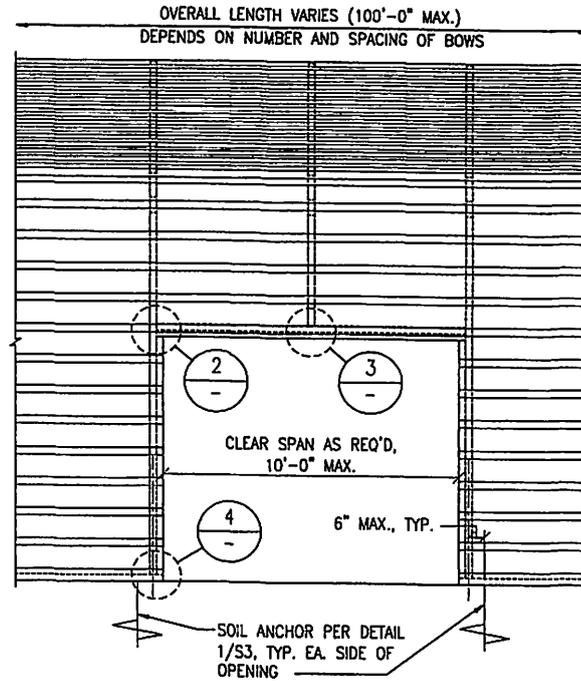
**BOW/BASE RAIL CONN DETAIL**

NTS. 4



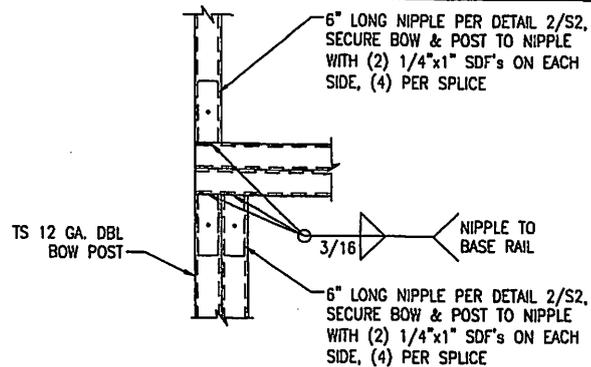
**BRACE CONNECTION DETAIL**

NTS. 5



**SIDE OPENING**

NTS. 1



**BOW/POST DETAIL**

NTS. 2

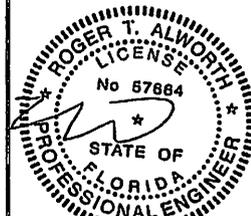


0133 S. State St., Suite 101  
Sandy, UT 84070  
www.vector.com

DATE: 7-7-2015 DESIGNED: BOV DRAFTER: MGP

REVISIONS	
DATE	DESCRIPTION

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16388 FANCY GAP HIGHWAY  
CANA, VA 24317  
1-800-579-8589



7-24-15

FLORIDA LICENSE NUMBER: 57864  
FLORIDA CERTIFICATE OF AUTHORIZATION: 26620

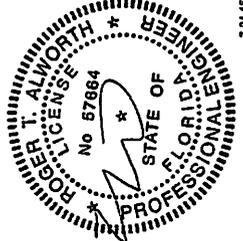
DETAILS  
STANDARD CARPORT  
WITH OPTIONS  
HIGH WIND RATING

U1332-001-111

S7 REV 0

DATE	7-2-2015	DESIGNED BY	ROAFTER: LJP
REVISIONS	DESCRIPTION		

DESIGNED EXCLUSIVELY FOR  
**USA STEEL BUILDINGS, INC.**  
16388 FANCY GAP HIGHWAY  
CANVA, VA 24317  
1-800-579-8589



7-24-15  
FLORIDA LICENSE NUMBER: 67864  
FLORIDA CERTIFICATE OF AUTHORIZATION: 20820

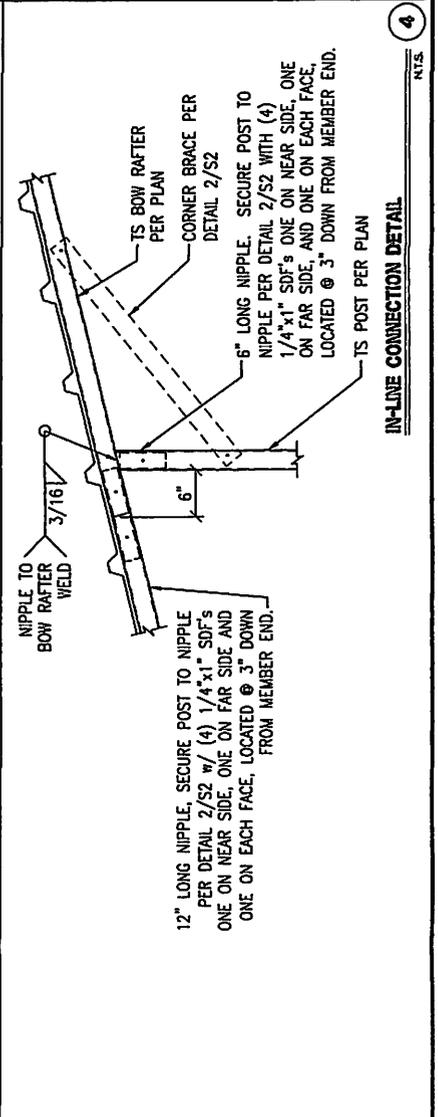
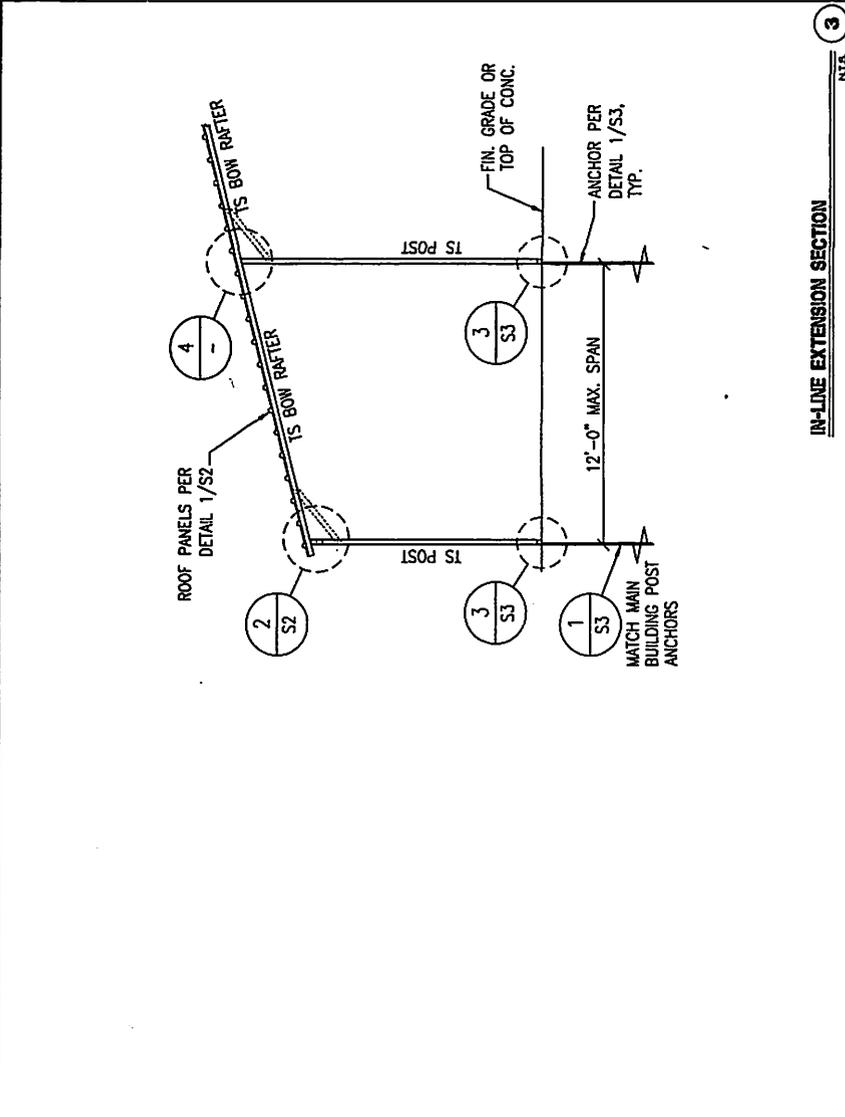
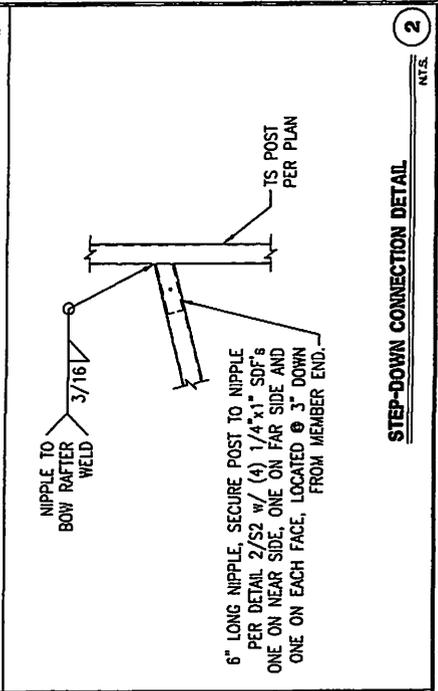
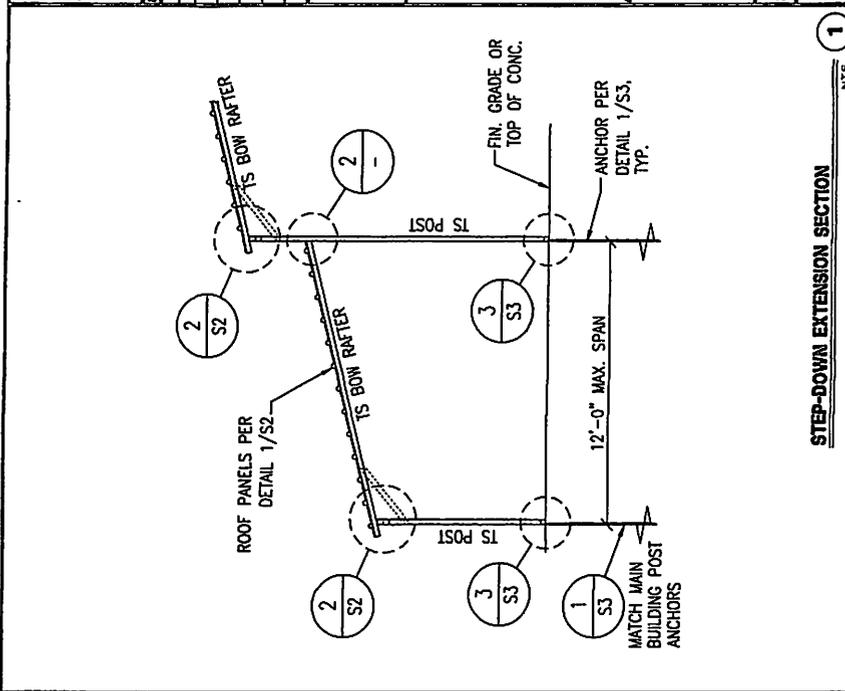
**STANDARD CARPORT**  
**WITH OPTIONS**

HIGH WIND RATINGS

**DETAILS**

U1332-001-111

**S8** REV **0**



DATE	REVISIONS	DESCRIPTION
DATE: 7-2-2015	DESIGNER: EDY	DRAWER: MJP

DESIGNED EXCLUSIVELY FOR  
**USA STEEL BUILDINGS, INC.**  
 16389 FANCY GAP HIGHWAY  
 CANA, VA 24317  
 1-800-574-8589

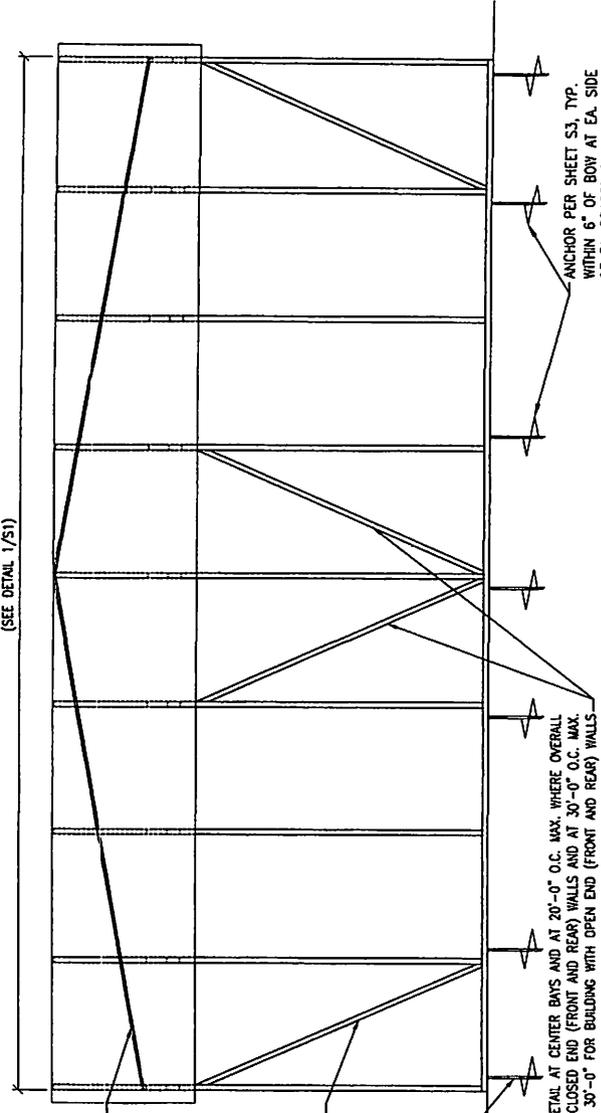


7-24-15  
 FLORIDA LICENSE NUMBER: 57864  
 FLORIDA CERTIFICATE OF AUTHORIZATION: 28628

**ROOFWALL BRACING DETAILS**  
 STANDARD CARPORT  
 WITH OPTIONS  
 HIGH WIND RATING

U1332-001-111  
**S9**  
 REV 0

OVERALL LENGTH VARIES  
 (SEE DETAIL 1/51)



SHIPSON CS16 GALVANIZED 18 GA. COIL STRAP X-BRACING ON ROOF (BENEATH ROOF PANELS & FURRING CHANNELS WHERE OCCURS), CORNER TO OPPOSITE CORNER, FASTENED TO TOP OF EACH BOW RAFTER WITH (2) 1/4"x1" SSF.

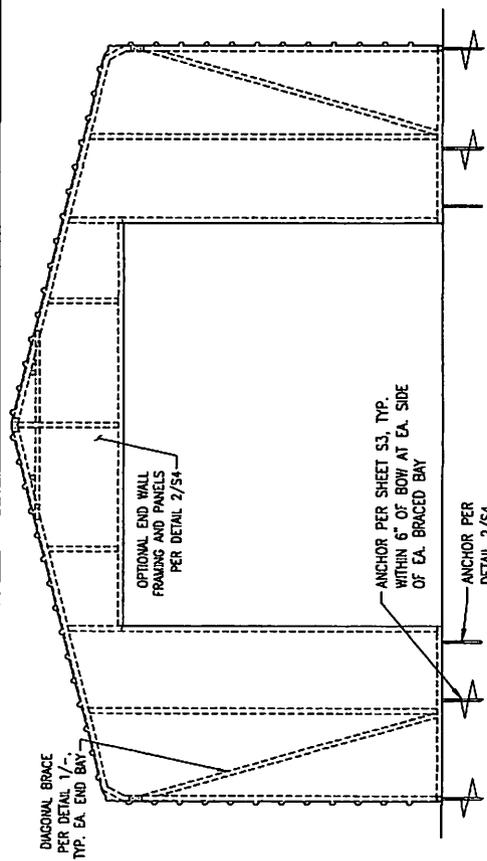
TS 14 GA. DIAGONAL BRACE EA. END BAY. ATTACH TO BOW LEGS/ENDWALL POSTS PER DETAIL 5/57, TYP. EA. END

CORNER ANCHOR PER DETAIL 1/51 & SHEET S3, TYP.

(2) ADDITIONAL DIAGONAL BRACES PER NOTE THIS DETAIL AT CENTER BAYS AND AT 20'-0" O.C. MAX. WHERE OVERALL LENGTH EXCEEDS 20'-0" FOR BUILDING WITH ENCLOSED END (FRONT AND REAR) WALLS AND AT 30'-0" O.C. MAX. WHERE OVERALL LENGTH EXCEEDS 30'-0" FOR BUILDING WITH OPEN END (FRONT AND REAR) WALLS

ANCHOR PER SHEET S3, TYP. WITHIN 6" OF BOW AT EA. SIDE OF EA. BRACED BAY

**1**  
 SIDE ELEVATION - 131 TO 170 MPH WIND  
 N.T.S.



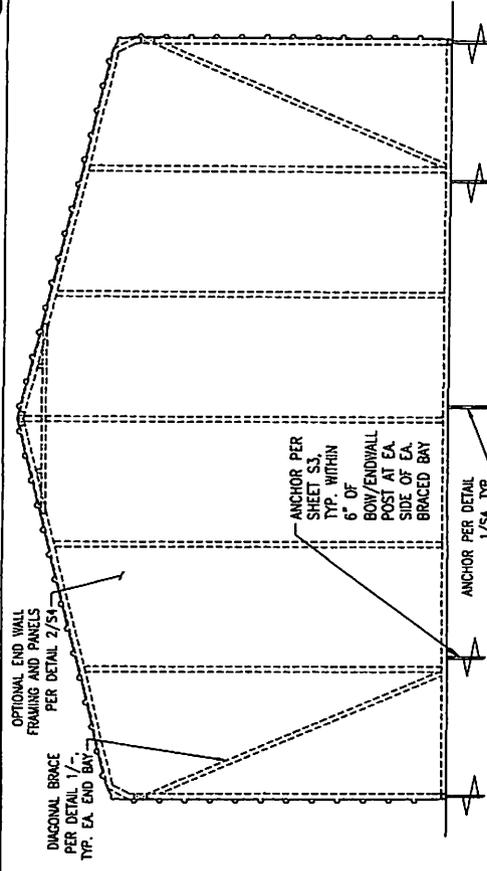
DIAGONAL BRACE PER DETAIL 1/57, TYP. EA. END BAY

OPTIONAL END WALL FRAMING AND PANELS PER DETAIL 2/54

ANCHOR PER SHEET S3, TYP. WITHIN 6" OF BOW AT EA. SIDE OF EA. BRACED BAY

ANCHOR PER DETAIL 2/54, TYP.

**3**  
 FRONT WALL SECTION - 131 TO 170 MPH WIND  
 N.T.S.



DIAGONAL BRACE PER DETAIL 1/57, TYP. EA. END BAY

OPTIONAL END WALL FRAMING AND PANELS PER DETAIL 2/54

ANCHOR PER SHEET S3, TYP. WITHIN 6" OF BOW/ENDWALL POST AT EA. SIDE OF EA. BRACED BAY

ANCHOR PER DETAIL 1/54, TYP.

**2**  
 REAR WALL SECTION - 131 TO 170 MPH WIND  
 N.T.S.

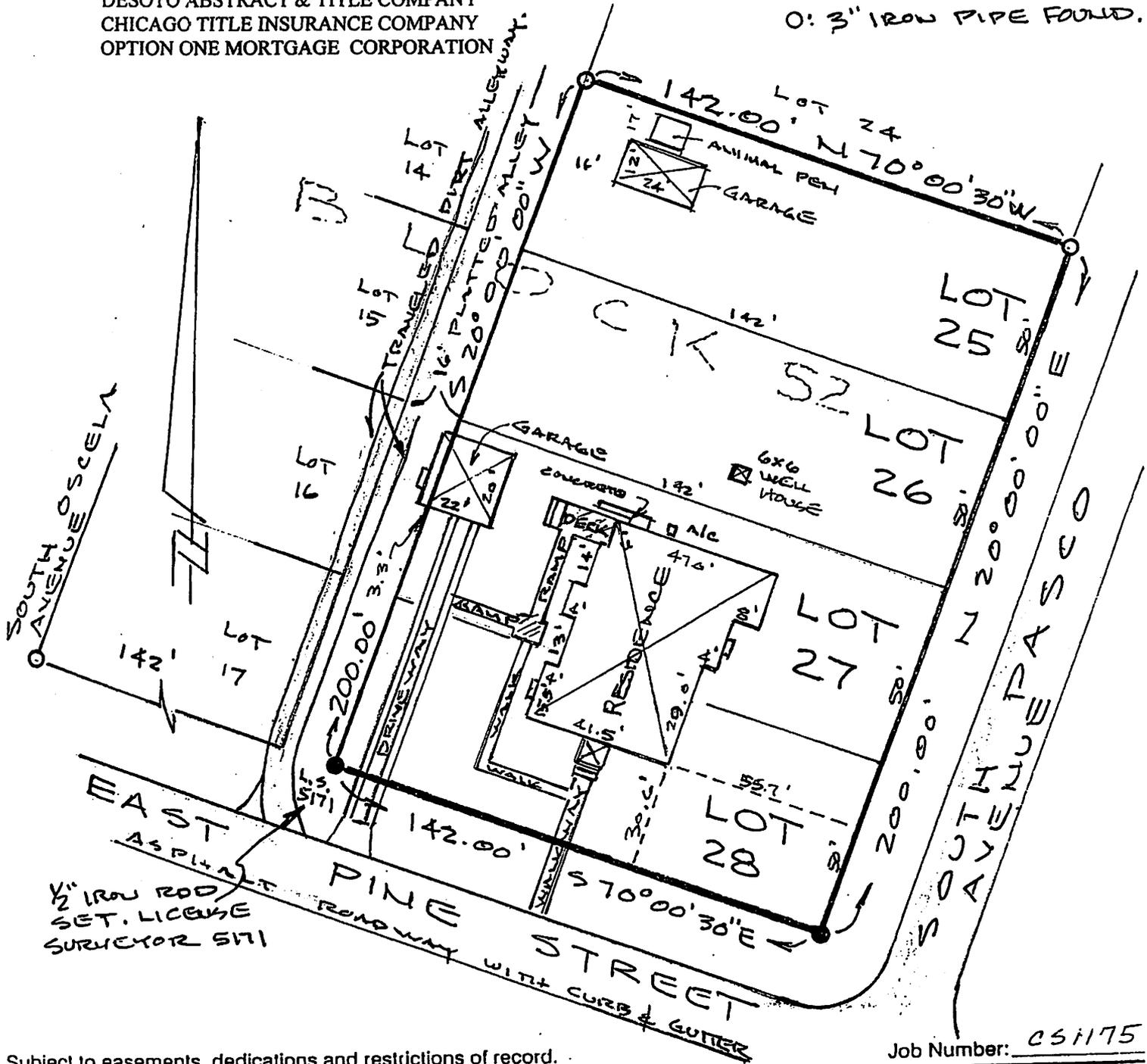
subject property.

CERTIFY TO:

ROBERT J. HERRON  
DESOTO ABSTRACT & TITLE COMPANY  
CHICAGO TITLE INSURANCE COMPANY  
OPTION ONE MORTGAGE CORPORATION

LEGEND

- : IRON ROD FOUND.
- : 3" IRON PIPE FOUND.



Subject to easements, dedications and restrictions of record.

Job Number: CS1175

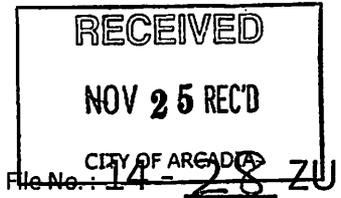


# ZONING & UTILITY CLEARANCE CERTIFICATE CONSOLIDATED APPLICATION

Date Stamp

Fee: \$110.<sup>00</sup>

City of Arcadia Florida  
Community Development  
23 Polk Avenue North  
Arcadia, FL 34266  
(863) 494-4114



R# \_\_\_\_\_

City Website: [arcadia-fl.gov](http://arcadia-fl.gov)

The City administers single- and two-family construction certificates along with secondary site plan improvements which require BOTH a zoning and a system design confirmation through a consolidated Zoning and Utility Clearance Certificates. This eliminates the need to complete two separate applications. The consolidated review process ensures that local zoning district regulations and utility system design standards have been met as prerequisite to the unified City-County building permit review. After City approval of the Zoning and Utility Clearance Certificate Application, a copy of the approved plans and specifications must be included as part of your Desoto County Building Permit Application.

### APPLICANT'S INFORMATION

(Agent or Contractor)

### PROPERTY OWNER'S INFORMATION

(Leave Blank if Same as Applicant)

Name: ROB HERRON

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

Organization: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: 521 E. PINE ST

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

City: ARCADIA

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

State: FL Zip Code: 34266

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

Telephone No.: ( 863 ) 558-0126

Telephone No.: ( ) \_\_\_\_\_

Email: BHERRON863@GMAIL.COM

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

### I. Type of Building Structure and Construction Activity Proposed (Check all development activities)

- New 1 & 2 family
- Manufactured
- Addition (Res.)
- Shed (over 1,000 s.f.)
- Garage
- Water Line
- Sewer Line
- Re-use Line
- Backflow Prev.
- Lift Station
- Driveway (Over 1,000 sq. ft.)
- Culvert
- Curb Cut
- Paved Area/Patio (Over 1,000 sq. ft.)
- Other \_\_\_\_\_

Other \_\_\_\_\_

### II. Property Information

Parcel Address (if assigned): 25-37-24-0012-0520-0230

Parcel Identification Number: \_\_\_\_\_

**III. Land Use and Utility Standards**

Is the property located within a Historic District:  No  Yes (if yes, please see staff for HPC application)

Zoning Map Designation: \_\_\_\_\_

Lot Size (sq. ft.): \_\_\_\_\_ Lot Length: \_\_\_\_\_ Lot Width: \_\_\_\_\_

Zoning Code Yard Setbacks:

Proposed Accessory Structure Setbacks:

\_\_\_\_\_ Front Yard  
(if corner lot) \_\_\_\_\_ Secondary Front Yard  
\_\_\_\_\_ Side Yard  
\_\_\_\_\_ Side Yard  
\_\_\_\_\_ Rear Yard  
\_\_\_\_ 10' \_\_\_\_ Between Buildings  
(Per Code 110-631)

\_\_\_\_\_ Front Yard  
(if corner lot) \_\_\_\_\_ secondary Front Yard  
\_\_\_\_\_ Side Yard  
\_\_\_\_\_ Side Yard  
\_\_\_\_\_ Rear Yard  
\_\_\_\_\_ Between Buildings

Utility Information, please indicate which services (if any) and size of service line you are installing:

Backflow Preventer     Water Line     Sewer Line     Re-Use Line  
Device: \_\_\_\_\_ Size: \_\_\_\_\_ Size: \_\_\_\_\_ Size: \_\_\_\_\_

**IV. Property Improvement Documents – Please indicate all documents being submitted, including property survey, site development plans, drawings, engineered plans, photos, vender specification sheets for prefabricated materials.**

Property Survey     Site Plan     Building Elevation     Drawings  
 Engineered Plans     Photos     Vender Spec. Sheets    Other \_\_\_\_\_

**Planning and Zoning Review:**

**Utility Systems Review:**

**Notes, Restrictions, and Permit Coordination:**

Approved

Approved

Denied

Denied

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

\_\_\_\_\_  
Zoning Inspector Signature

\_\_\_\_\_  
Utility Inspector Signature

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

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

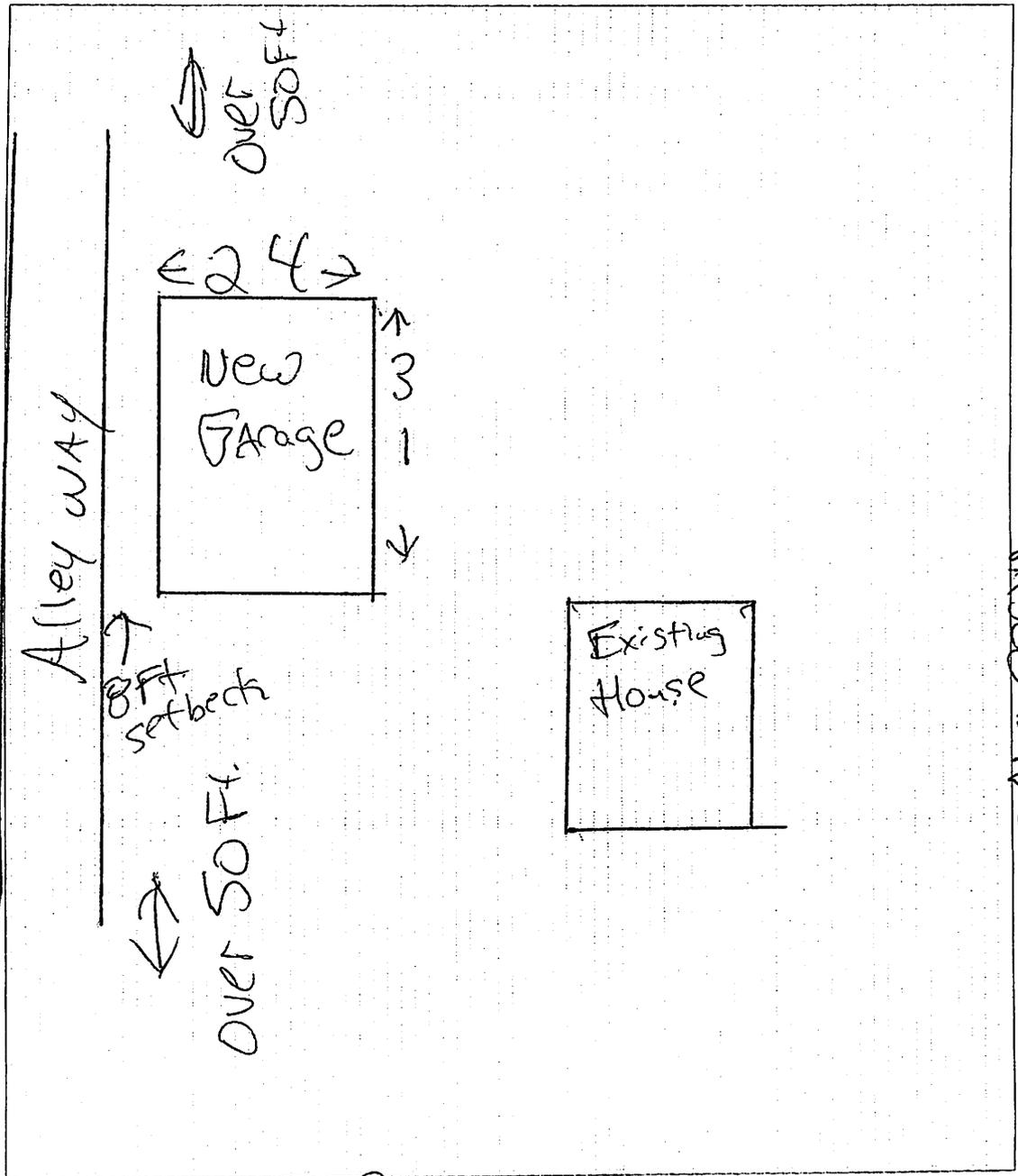
# ZONING AND UTILITY CLEARANCE APPLICATION: SITE PLAN INFORMATION SHEET

## I. Application Requirements for Applicant Prepared Site Plans

1. Applications and site plans which lack essential information required by the City's Code of Ordinances cannot be processed for technical utility and zoning compliance review and will be returned to you for completion.
2. Provide site plan information and project details, using grid sheet below, in a neat and legible format. If we are unable to read your handwriting, it may contribute to unnecessarily extending permit review processing time.
3. Reference your survey and plat information if you have any to ensure proposed improvements are within areas of legal ownership, and utility and service access are within approved easements and public right-of-ways.
4. We encourage you to utilize aerial photos, platting, and property information maintained by the DeSoto County Property Appraiser's Office. A property search can be performed at: [www.desotopa.com/GIS/Search\\_F.asp](http://www.desotopa.com/GIS/Search_F.asp)

### Information and Data to Provide on Site Plan

- North arrow
- Street names
- Property lines
- Public easements
- Footprints of all principal building structures (existing, altered and new)
- Known public and private utilities
- Public potable water and sewer utility services lines, meters, connections, and backflow devices
- Detached garages and carports
- Pools and ponds that have plumbing and electrical service
- Other accessory structures, sheds, decks, porches, and covered areas
- Driveway, sidewalks and patios with paver, cement, and asphalt impervious surfaces
- Service areas and curb-cut within public right-of-way
- Drainage areas such as swales, culverts and stormwater retentions ponds



# AGENDA No. 5



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: February 2, 2016

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DEPARTMENT: Administration

SUBJECT: Airport Consultant RFQ Update

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RECOMMENDED MOTION: **None Required**

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SUMMARY:

The purpose of this item is to provide the Council with an update on preparation of the Airport Consultant RFQ. The RFQ document used for the previous selection process was pulled from the files and that document will be reviewed, then amended or modified as necessary for the current effort. We are already examining and preparing an updated project list along with other modifications.

Included with this item is a copy of the prior document for your review so that you will have a general understanding and a better grasp of what to expect in the final document.

---

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

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

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

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

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

City Administrator: Terry Stewart  \_\_\_\_\_ Date: 1/21/16

---

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

# AGENDA No. 6



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: February 2, 2016

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DEPARTMENT: Public Works

SUBJECT: Request for approval to piggyback onto Charlotte County's contract (contract #201500418) with Bartow Ford for purchase of 2016 Ford F-350; Approval to purchase F-350 in the amount of \$26,849.48; Request for approval to enter into contract with the Vendor (Bartow Ford).

---

**RECOMMENDED MOTION:** Motion to approve piggybacking onto Charlotte County's contract # 201500418 and motion to approve entering into contract with the Vendor (Bartow Ford)

---

SUMMARY: This truck will be used to tow the trailer-mounted pothole patch equipment as part of the pothole patch program funded in the most recent budget amendment.

---

FISCAL IMPACT:  Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: Steve Underwood *S.U.*

Date: *1/21/16*

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: *[Signature]*

Date: *1-22-16*

---

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



## MEMORANDUM

TO: Finance Director  
FROM: Public Works  
DATE: 1-19-16  
SUBJECT: Request to piggyback

This memorandum will serve as a request from the Street division/department to piggyback the following competitively bid contract.

Government Agency Charlotte County

Contract Name Vehicles

Contract Number 2015000418

Awarded Vendor Bartow Ford

Contract Expiration Date September 30, 2016

Projected Annual Spend With This Contract \_\_\_\_\_

Method of Payment Check

By submitting this memorandum, I certify that my department has reviewed the bid document and contract, and confirm that the goods/services we will be purchasing are all within the parameters of the contract (quantities, products, services). I understand that purchases outside the contract parameters is not permissible.

I have attached a copy of the agency's entire bid and contract document to this memo. I understand that a Piggyback Contract must be fully executed before any purchases can be made against this contract,

Staff has conducted the following analysis to ensure this is the most advantageous contract/pricing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Signature

1-19-16  
Date



# Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

January 19, 2016

City of Arcadia  
23 North Polk Avenue  
Arcadia, Florida 34266  
Attn: Amanda Albritton-Horkey

Dear Ms. Albritton-Horkey:

Per your request, please accept this letter as authorization from Charlotte County for the City of Arcadia to "piggyback" Bid #2015000418, Vehicles – Annual Contract. It is understood that the City of Arcadia will establish its own contract with the successful bidder, place its own orders, be invoiced therefrom and make its own payments to the successful bidder in accordance with the terms of the contract established between the City of Arcadia and the successful bidder. It is also hereby mutually understood and agreed that Charlotte County is not a legally bound party to any contractual agreement made between a successful bidder and any local entity other than Charlotte County Board of County Commissioners.

If you have any questions, please feel free to contact the Charlotte County Purchasing Division at 941-743-1370.

Sincerely,

Kimberly A. Corbett, C.P.M., CPPB  
Senior Division Manager – Purchasing

**APPROVED**  
City of Arcadia, FL

per Purchasing Manual

Beth Coates, Finance Director  
1/19/2016



January 17, 2016

City of Arcadia

**2016 FORD F350 REGULAR CAB 4X2 PICKUP**

F3C 2016 FORD F350 REGULAR CAB 4X2 PICKUP

Z1 Oxford White

AS 40/20/40 Vinyl Bench Seat

620A XL Equipment Package

996 6.2L Gas Engine

44P 6 Speed Automatic Transmission

Trailer Tow Package

13,500# GVWR Package / 22,800# GCWR / 16,100# Maximum Loaded Trailer Weight

X4L 4.30 Limited Slip Rear Axle

471 Camper Package

Spray In Bedliner

INVOICE

\$34,694.15

Government Price Concession

-\$7,000.00

3.05% CONTRACT DISCOUNT

-\$844.67

**TOTAL PURCHASE AMOUNT PER UNIT \$26,849.48**

**If you have any questions or need any additional information  
please feel free contact me anytime.**

**Pricing is in accordance with the Charlotte County contract # 2015000418**

Sincerely Yours,  
Richard Weissinger  
Commercial Fleet Sales  
Direct Line (813) 477-0052  
Fax (863) 533-8485

**2800 US Hwy North  
Bartow, Florida 33830**



11/12/2015

Richard Weissinger, Commerical Fleet Sales  
**BARTOW FORD**  
2800 US Hwy 98 North  
Bartow, FL 33830

**RE: NOTICE OF ACCEPTANCE**

Dear Mr. Weissinger:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of your Bid No. 2015000418, Annual Contract - Vehicles, with your firm. The acceptance of your bid, properly executed by an authorized representative of the company, constitutes a binding contract.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and bid submitted by your company on October 14, 2015. Please sign and fax back to this office at 941-743-1384. Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Local Government Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect through and including **September 30, 2016**, with option to renew for two additional one-year terms, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Alisa L. True, CPPB, Contract Specialist, at 941-743-1549.

Yours truly,

Kimberly A. Corbett, C.P.M., CPPB  
Senior Division Manager - Purchasing

KAC/at

ACCEPTED:

  
Richard Weissinger, Commerical Fleet Sales

Date: 11/14/15

cc: File



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

**ADDENDA NOTIFICATION FORM**

**BID NO. 2015000418**

**VEHICLES – ANNUAL CONTRACT**

The County will attempt to notify all prospective bidders of addenda issued to the bid documents. However, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Division to determine if addenda were issued, acknowledging and incorporating it into their bid.

If you would like to request notification of any addenda that may be issued regarding this project, please complete the form below and return via fax to 941.743.1384, attention Alisa L. True, CPPB, Contract Specialist, or email:

By completing and returning this form, you are requesting notification of addenda that may be issued regarding this specific project only.

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

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

### STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2015000418, Vehicles – Annual Contract**, for the following reason(s):

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ Remove us from your vendors' list for this commodity/service.
- \_\_\_\_\_ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Contact Person (typed or printed): \_\_\_\_\_

Contact Person Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Note:** Statement of No Bid may be emailed to 941.743.1384. or faxed in to the Purchasing Division at

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VEHICLES – ANNUAL CONTRACT  
BID NO. 2015000418**

<b>Notice of Availability</b>	<b>1</b>
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<b>TECHNICAL SPECIFICATIONS &amp; CONDITIONS</b>	<b>10-12</b>
<b>BID FORM</b>	<b>13-17</b>

**INSTRUCTIONS TO BIDDERS  
VEHICLES – ANNUAL CONTRACT  
BID NO. 2015000418**

**IB-01 QUALIFICATIONS OF BIDDERS:** It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

**IB-02 GENDER DESIGNATION:** The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

**IB-03 EXAMINATION OF DOCUMENTS:**

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

**IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:**

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall not be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

**IB-05 WITHDRAWAL OF BIDS:** Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**INSTRUCTIONS TO BIDDERS  
VEHICLES - ANNUAL CONTRACT  
BID NO. 20040047**

**15-01 QUALIFICATION OF BIDDERS:** It is the intent of the County to award the contract to the lowest responsible bidder. The County reserves the right to accept or reject any or all bids without obligation and to award the contract to any bidder who meets the requirements of the County for the award of the contract to satisfy the requirements.

**15-02 BIDDING INFORMATION:** The County and the Contractor are treating throughout these Documents as if each were the original number and sequence of the Documents.

**15-03 EXAMINATION OF DOCUMENTS:** A Bidder for the submission of a bid form, including the Request for Bids, shall examine the bid package including the Request for Bids, the Instructions to Bidders, the General Conditions & Contract Documents, and all other related documents including the modifications, if any, included in the bid package.

**15-04 BIDDING FEES:** Bidders are advised that the County will not be responsible for the return of the bid package if the bidder fails to submit the bid package by the deadline. Bidders are advised that the County will not be responsible for the return of the bid package if the bidder fails to submit the bid package by the deadline.

**15-05 BIDDING FEES:** Bidders are advised that the County will not be responsible for the return of the bid package if the bidder fails to submit the bid package by the deadline. Bidders are advised that the County will not be responsible for the return of the bid package if the bidder fails to submit the bid package by the deadline.

**15-06 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:** A Bidder shall prepare the bid form in accordance with the Instructions to Bidders and attached hereto or as otherwise provided. Bidders shall indicate the number of calendar days required for delivery and acknowledgment of any bid items received during the bid period.

Bidders shall give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid forms shall be signed in the name of the corporation, followed by the original signature and designation of the officer or authorized person authorized to bind the corporation.

Bid forms by partnership shall show the names of all partners. The partnership shall be followed by the original signature of each partner.

Any changes or other amendments to the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, alterations, or modifications of any kind may be rejected by the County.

The bid form shall be submitted sealed and the envelope/package clearly marked with the Bid Number and the date and time. A check or cash shall accompany the bid. Bids postmarked prior to said time and date but not received shall not be considered and will be returned to bidder unopened.

**15-07 BIDDING FEES:** Bidders are advised that the County will not be responsible for the return of the bid package if the bidder fails to submit the bid package by the deadline. Bidders are advised that the County will not be responsible for the return of the bid package if the bidder fails to submit the bid package by the deadline.

**15-08 WITHDRAWAL OF BIDS:** Bidders shall be allowed to withdraw or amend their bids prior to the time fixed for opening Bids. Bidders shall be allowed to withdraw or amend their bids prior to the time fixed for opening Bids.

**IB-06 BID TABULATIONS:** In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at under "Purchasing Bids Online", Document Number 154184. No information regarding the submittal will be divulged over the telephone.

**IB-07 RESERVED RIGHTS:** The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

**IB-08 FORM OF CONTRACT:** The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager - Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

**IB-09 NOTICE TO PROCEED/DELIVERY:** After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

**IB-10 PAYMENT:** Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

**IB-11 PERFORMANCE EVALUATION:** At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

**IB-12 ARITHMETIC DISCREPANCIES:**

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

**IB-13 DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

18-08 NOTICE TO PROVIDE DELIVERY: After award of the purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence preparation of order so that the agreed upon delivery date will be satisfied.

18-09 PAYMENT: Payment for the equipment must be submitted to the Ontario County Purchasing Division on a form approved by the County. Bids should not be received until all invoices are paid according to the local Government Prompt Payment Act (R.S. 23:14).

18-10 PERFORMANCE EVALUATION: At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will be on file with the County.

18-11 ABBREVIATED BIDDING: For the purpose of this evaluation of bids, the following will be utilized in resolving any discrepancies found on the face of the bid as submitted by the bidder:

1. Obviously typographical errors will be corrected.

2. In case of discrepancy between units and extended price, the unit price will govern. Agreement in this case will be considered.

3. Agreement in case of unit price and extended price will be considered.

4. For the purpose of this evaluation, the County will proceed on the assumption that the bidder intends his bid to be awarded to the County. The bidder will be given an extension of time to correct any errors or omissions. If the bidder wishes to make a substitution in the specifications, the bidder shall advise the County in writing the substitution, the model number and other identifying data and information necessary to bid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved or disapproved by the County to be equivalent to the specifications. A bid containing a substitution subject to disapproval in the specifications is not approved by the County.

5. The County will be responsible for the specifications and the bidder will be responsible for the equipment. The bidder shall be responsible for the equipment. The bidder shall be responsible for the equipment. The bidder shall be responsible for the equipment.

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**IB-14 QUALITY GUARANTEE:** If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

**IB-15 REGULATIONS:**

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

**IB-16 CODE OF ETHICS:** With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

**IB-17 COLLUSION:** By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

**IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS:** Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

**IB-19 DRUG FREE WORKPLACE FORM:** It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

**IB-20 PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

**IB-21 CANCELLATION/TERMINATION OF CONTRACT:** The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

18-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect and the successful bidder requests in the County, the successful bidder shall buy up the product from the County at an expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder details under this provision.

18-15 REGULATIONS: It shall be the responsibility of each contractor to become acquainted with any OSHA, EPA, and/or other Federal or State of Florida laws, regulations or other requirements, as each may apply.

18-16 BIDDING: Bidders must be subjected to bonded processes and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

18-17 CODE OF ETHICS: All bidders who respond to this bid, if any bidder violates or is a party to a violation of the State of Florida Ethics Statute, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from retaining the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

18-18 COLLUSION: By bidding a submission to this invitation for bid, the bidder certifies the bidder has not divulged, discussed or conspired with any other bidder in any way other than as is required by the bid, and that the bidder has not in connection with this bid:

- any prices which have been submitted have been submitted at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or any competitor;
- any price and/or cost data which has been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder and/or the successful bidder, directly or indirectly to any other bidder or to any competitor;
- any attempt to induce or attempt to induce any other person or firm to submit or not to submit a bid in the process of bidding competition;
- the only person or persons who are named in this bid, whether or not named in the bid, to be entered into and from whom any person or persons are named in this bid in the contract to be entered into; and
- any person or persons who have been employed or retained to solicit or secure the contract upon an agreement or understanding of a contract or certain percentage of contract fee excepting bona fide employees or established contractual agencies maintained in the business for the purpose of doing business.

18-19 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached source of supply and Subcontractor form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor listed, the source of supply or subcontractor is determined. When source of supply or subcontractor is determined, selection will be subject to County approval.

18-20 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to the office with the bid form. In the event of a bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

18-21 PUBLIC ENTITY DISBES: In accordance with Florida Statute 287.103(2)(a), "A person or affiliate who has been placed on the contractor vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, nor may a contractor who has been placed on the contractor vendor list following a conviction for a public entity crime provide any goods or services to a public entity for construction or repair of a public building or public work." Any contractor who is placed on the list of contractors who may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with a public entity, except of the threshold amount provided in Section 287.017, for Category Two, for a period of 18 months from the date of being placed on the contractor vendor list.

18-22 CONTRACTOR'S OBLIGATION TO NOTIFY: The County shall have the right to cancel, terminate or suspend the contract in whole or in part by notifying the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

**IB-22 INDEMNIFY:** After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

**IB-23 TAXES:** The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

**IB-24 ASSIGNMENT:** This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

**IB-25 EQUAL EMPLOYMENT OPPORTUNITY:** Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

**IB-26 CLAIMING STATUS AS A LOCAL BUSINESS:** If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

A. Local Business Definition: Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as



having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

**B. Competitive bid (local price match option):** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

**IB-27 EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

**IB-28 CONTRACTS PUBLIC RECORDS:** Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

**TECHNICAL SPECIFICATIONS & CONDITIONS  
VEHICLES – ANNUAL CONTRACT  
BID NO. 2015000418**

**TS-01 PURPOSE:** It is the intent of Charlotte County to purchase vehicles, on an “as required” basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

**TS-02 BID PRICES/TERMS OF CONTRACT:** Bidders shall bid unit prices, **F.O.B.**, to Charlotte County Fleet Management, 18000 Paulson Drive, Port Charlotte, FL 33954. The prices bid shall include all costs for all transportation, labor, materials and equipment used in supplying and delivering said materials.

Bid prices shall be considered firm from date of award through and including **September 30, 2016**. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

Current contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at [www.charlottecountyfl.gov](#) under “Purchasing Bids Online”, Historical Catalog. Historical searches can only be executed by keying in all or part of the project title. The previous Contract number for this project is 12-420 and is entitled ‘ANNUAL CONTRACT - VEHICLES’.

**TS-03 DELIVERY:** All bids will indicate the lead time required for the established quantities to be delivered. Successful bidder will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchases from other sources, shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Successful bidder shall notify Rick Kolar, Fleet Manager, or Dave Menges, Maintenance Control Supervisor, at a number to be provided to the awarded Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

**TS-04 ESTIMATED QUANTITIES:** The exact quantities for this bid cannot be determined at this time. No minimum amount is guaranteed or implied. Purchase orders will be issued on an ‘as required’ basis.

**TS-05 SCOPE:**

**A. GENERAL:** The vehicles to be purchased under this bid are automobiles, sport utility vehicles, passenger vans, light duty vans, light duty trucks, and light duty cab/chassis. Light duty vans, trucks, and cab/chassis cover all models up to and including Class 6 (19,501 to 37,000 lbs. GVW).

Contractors shall bid a percentage discount off of the Ford factory invoice, which shall include the vehicle base price, freight charges, and all factory production options. The invoice submitted will be verified by the County by using Kelley Blue Book's New Car Pricing. In the event of a discrepancy, the Kelley Blue Book New Car Pricing shall supersede the submitted invoice.

Charlotte County shall participate in all fleet incentives, price incentives, and/or rebates available to the bidder in addition to the percentage discount bid. Each vehicle purchased under this contract shall include as part of the base vehicle price:

- vehicle preparation costs
- delivery
- three (3) complete sets of keys

The percentage discount submitted by Bidder should take these factors into account.

**ORIGINAL SPECIFICATIONS & CONDITIONS**  
**VEHICLES - ANNUAL CONTRACT**  
**BID NO. 201700047**

Contractor shall be responsible for obtaining all necessary permits, licenses, and approvals from the appropriate authorities. Contractor shall be responsible for obtaining all necessary materials and equipment for the project. Contractor shall be responsible for obtaining all necessary labor and services for the project.

**12-02 BID PRICING OF CONTRACT:** Bidders shall bid unit prices for all materials and equipment to be supplied and delivered to the project site. The bid shall include all costs for all transportation, labor, materials and equipment to be supplied and delivered to the project site.

Bid prices shall be submitted from date of award through and including September 30, 2018. This bid may be extended for two (2) calendar year periods by mutual agreement, provided there are no changes in terms, conditions and prices.

Current contact phone can be obtained by accessing the Charlotte County Purchasing Division's website at [www.charlottecountypurchasing.com](http://www.charlottecountypurchasing.com). Historical records can only be accessed through this Online Historical Catalog. Historical records can only be accessed through this Online Historical Catalog. The previous Contract number for this project is 17-420 and is entitled ANNUAL CONTRACT - VEHICLES.

**12-03 DELIVERY:** Bidder will deliver the bid time required for the established quantities to be delivered. Successful bidder will be held to the very date of bid delivery or such time necessitating Charlotte County to make purchases from other sources. Bidder agrees and holds liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Successful bidder shall notify the County Purchasing Division at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 am and 4:00 pm, Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

**12-04 ESTIMATE QUANTITIES:** The exact quantities for this bid cannot be determined at this time. No minimum amount is quantified in this bid. Purchase orders will be issued on an as required basis.

**12-05 SCORE:**  
**A GENERAL:** The vehicles to be purchased under this bid are automobiles, sport utility vehicles, passenger vans, light duty vans, light duty trucks, and light duty compactors. Light duty vans, trucks, and compactors cover all models up to and including Class 6 (GVW of 10,000 lbs GVW).

Contractor shall bid a percentage discount off of the Ford factory invoice, which shall include the vehicle base price, freight charges, and an instant purchase option. The invoice submitted will be verified by the County by using Kelley Blue Book's New Car Pricing. In the event of a discrepancy, the Kelley Blue Book New Car Pricing shall supersede the submitted invoice.

Charlotte County shall participate in all lot incentives, price incentives, and/or rebates available to the bidder in addition to the percentage discount bid. Each vehicle purchased under this contract shall include as part of the base vehicle price:

- \* Vehicle registration costs
- \* Delivery
- \* Three (3) non-stated sets of keys

The percentage amount awarded by Bidder shall include these factors into account.

From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source.

**B. DEALER INSTALLED OPTIONS:** Dealer installed options may include but are not limited to strobe lights, bedliners, utility bodies, and cranes. See TS-06, Criteria for Award, for the approved list of authorized manufacturers to be used for dealer installed options. Only manufacturers on this list will be accepted. The Fleet Management Division will provide the awarded bidder with updated lists of approved manufacturers for dealer installed options as needed throughout the contract period. All prospective bidders must provide a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.

Charlotte County Fleet Management will provide the awarded bidder a list of dealer installed options required for each vehicle as they are ordered. Upon request of these items, the dealer shall provide Fleet Management pricing, excluding markup, within three (3) working days. Responses must be either faxed to 941-575-3671 or electronically mailed to and

**C. VEHICLE CONDITION:** The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication and check all fluid levels to assure proper fill
2. Adjustment of engine to proper operating condition
3. Inflate tires to proper pressure
4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. **DO NOT REMOVE WINDOW PRICE STICKER**
6. Overall check for safe operating condition
7. All units must contain no less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery. If a vehicle is delivered with less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge, the bidder shall be assessed \$40.00 dollars.
8. If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed \$0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted.
9. All vehicles shall be delivered with three (3) complete sets of keys. If a vehicle is delivered without three (3) complete sets of keys, the bidder shall be assessed
10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
11. Vehicles shall be delivered with each of the following documents satisfactorily completed:
  - Temporary license plate and/or county plate
  - Owner and/or operator manual(s).
  - Warranty certifications, including rustproofing, if applicable.
  - Copy of pre-delivery service report.
  - Window price sticker (still affixed).
12. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

**D. TITLE, REGISTRATION, AND PLATES:** All vehicles delivered under this contract shall be titled and registered by the successful bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Charlotte County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a 30 day temporary tag, and return a County license plate within twenty-five days of the delivery of each vehicle.



The County shall reimburse the Contractor for the actual fees involved in the title application, registration, and obtaining of new license plates as charged by the State of Florida. The cost shall be listed as a separate line item on the invoice presented for payment on each vehicle. Separate invoicing for this reimbursement will not be accepted.

NOTE: Charlotte County is self-insured; therefore, a "Proof of Insurance" form is not required.

**TS-06 CRITERIA FOR AWARD:** The award of this bid will be made to the lowest, responsive, responsible Bidder, who meets or exceeds the requirements of these specifications.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

**LIST OF AUTHORIZED MANUFACTURERS TO BE USED FOR DEALER INSTALLED OPTIONS includes, but is not limited to:**  
EFFECTIVE 10/01/2015

1. EMERGENCY AND WARNING LIGHTS:
  - A. STROBE - NORTH AMERICAN SIGNAL COMPANY
  - B. ROTATING BEACON – TARGET TECH (FEDERAL SIGNAL CORP)
  - C. CORNER INTERCEPT – NOVA ELECTRONICS
2. BEDLINERS:
  - A. DURALINER
  - B. RHINO LININGS
  - C. LINEX SPRAY IN
3. TOOL BOXES:
  - A. DELTA
  - B. DAYTON
4. TRAILER HITCHES:
  - A. DRAW-TITE
  - B. REESE
5. LIFT GATES:
  - A. TOMMY GATE
6. ALUMINUM DUMP BODY INSERTS:
  - A. TRUCK CRAFT
  - B. EZ DUMPER
7. UTILITY AND STAKE BODIES:
  - A. KNAPHEIDE
  - B. READING
8. CRANES:
  - A. AUTO-CRANE
  - B. LIFT MOORE
9. DUMP AND FLAT BED DUMP HOISTS:
  - A. VENCO CONVERSION HOISTS
  - B. RUGBY
10. TRUCK AND VAN ACCESSORIES:
  - A. SILVER SHIELD SYSTEMS
  - B. TAILGATERS
  - C. MASTERACK
  - D. AMERICAN VANS
11. SERVICE & PARTS MANUALS (CD OR HARD COPY):
  - A. HELMS PUBLISHING
12. LAP TOP MOUNTS
  - A. KODIAK MOBILE CF31 IDOCK
  - B. JOTTO DESK
13. REAR MOUNTED CAMERA
  - A. ZONE DEFENSE

The County shall reimburse the Contractor for the actual fees involved in the application, registration, and obtaining of the license listed as charged by the State of Florida. This cost shall be listed as a separate line item on the invoice and the payment of each vehicle license application for the reimbursement will not be accepted.

The Contractor shall provide a "Proof of Insurance" form as not required.

12-06 CRITERIA FOR AWARD: The award of this bid will be made to the lowest responsive, responsible bidder who meets or exceeds the requirements of these specifications.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly or on the basis of a contract award made to a bidder who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed not responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

LIST OF AUTHORIZED MANUFACTURERS TO BE USED FOR DEALER INSTALLED OPTIONS included, but is not limited to:

- |   |  |    |   |
|---|--|----|---|
| 1 | EMERGENCY AND WARNING LIGHTS                       | 7  | UTILITY AND STAKE BODIES                  |
| A | STROBE - NORTH AMERICAN SIGNAL COMPANY             | A  | KNAIFHEIDE                                |
| B | ROTATING BEACON - VANCE TECH (REDUCED SIGNAL CODE) | B  | READING                                   |
| C | CORNER INTERCEPT - ROMA ELECTRONICS                | C  | CRAMES                                    |
| D | SCUFFERS   | A  | AUTO-CRANE                                |
| A | SCUFFLER   | B  | LIFT MOORE                                |
| B | PHILLO FINING                                      | C  | DUMP AND FLAT BED DUMP HOISTS             |
| C | LINEX BRAKE LIN                                    | A  | VEHICLE CONVERSION HOISTS                 |
| D | TOOL BOXES   | B  | LUGGY                                     |
| A | DELTA  | C  | TRUCK AND VAN ACCESSORIES                 |
| B | DAYTON   | A  | SILVER SHIELD SYSTEMS                     |
| C | TRAILER HITCHES                                    | B  | TAILGATES                                 |
| A | DRAWNITE   | C  | MASTERRACK                                |
| B | KESSE  | D  | AMERICAN VANS                             |
| C | LIFT GATE  | 11 | SERVICE & PARTS MANUALS (CD OR HARD COPY) |
| A | TOMMY GATE   | A  | HELPS PUBLISHING                          |
| B | ALUMINUM DUMP BODY INSERTS                         | 12 | LAP TOP MOUNTS                            |
| A | TRUCK CRANE  | A  | KOOLAK MOBILE CDV IDOCK                   |
| B | EX DUMPER  | B  | TOTTO DECK                                |
|   |  | 13 | REAR MOUNTED CAMERA                       |
|   |  | A  | SOME DEFENSE                              |

**BID FORM  
VEHICLES – ANNUAL CONTRACT  
BID NO. 2015000418**

TO: Senior Division Manager - Purchasing  
Board of County Commissioners  
Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Bid Form, and any other documentation for

**VEHICLES – ANNUAL CONTRACT**

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

**Please Note:** For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

**NEW VEHICLE PURCHASES:**

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE	X	VEHICLE FOR FACTORY INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF DISCOUNT	→	NET COST (LIST PRICE LESS DISCOUNT)
3.05 %	X	\$34,564.00 (2016 Explorer 2WD SU 4D Auto XLT)	=	\$ 1,054.20	→	\$33,509.79
3.05 %	X	\$35,875.00 (2016 F250 Super Duty Regular Cab XLT)	=	\$ 1,094.18	→	\$ 34,780.81
<b>SUB-TOTAL</b>						<b>\$ 68,290.60</b>

**DEALER INSTALLED OPTIONS:**

PERCENTAGE MARK-UP	X	DEALER INSTALLED OPTIONS ACTUAL INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF MARK-UP	→	NET COST (ACTUAL INVOICE PLUS MARK-UP)
0.00 %	X	\$135.00 (Window Tint on a 2016 Explorer SU XLT)	=	\$ 0.00	→	\$ 135.00
0.00 %	X	\$135.00 (Window Tint on a 2016 F250 XLT)	=	\$ 0.00	→	\$ 135.00
<b>SUB-TOTAL</b>						<b>\$ 270.00</b>

<b>TOTAL COST OF PURCHASING ONE (1) 2016 FORD EXPLORER SU XLT WITH WINDOW TINT, AND ONE (1) 2016 FORD F250 SUPER XLT WITH WINDOW TINT:</b>	<b>\$68,560.60</b>
--	--------------------

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. Please indicate by (✓) that you have included the following documentation with your bid:

- ( ) Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD

(This form to be returned)

**BID FORM  
VEHICLES - ANNUAL CONTRACT  
BID NO. 201300418**

10  
 Board of County Commissioners  
 Cheyenne County Administration Center  
 18500 Mulford Circle  
 Fort Collins, CO 80526

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Contract Bid Form and any other documentation for

**VEHICLES - ANNUAL CONTRACT**

and further agrees to furnish all items listed on the attached Bid Form in accordance with the bid price(s) submitted. The above described quantities are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: Bid evaluation proposals will be based on the lowest total of the following vehicle and dealer installed option purchases, including the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining & selecting the lowest responsive, responsible bidder.

VEHICLE MAKE, MODEL & YEAR	VEHICLE DESCRIPTION	VEHICLE FACTORY PRICE	VEHICLE FACTORY PRICE LESS DISCOUNT
2013 Ford Explorer SUV	2013 Ford Explorer SUV 4WD Base	\$19,542.00	\$18,808.79
2013 Ford Explorer SUV	2013 Ford Explorer SUV 4WD Base	\$19,542.00	\$18,780.81
<b>TOTAL</b>			<b>\$37,589.60</b>

MARK-UP	VEHICLE FACTORY PRICE	MARK-UP AMOUNT	NET COST (ACTUAL INVOICE PLUS MARK-UP)
0.00	2013 Ford Explorer SUV 4WD Base	\$0.00	\$18,808.79
0.00	2013 Ford Explorer SUV 4WD Base	\$0.00	\$18,780.81
<b>TOTAL</b>			<b>\$37,589.60</b>

**TOTAL COST OF PURCHASING ONE (1) 2013 FORD EXPLORER SUV 4WD WITH WINDOW TINT AND ONE (1) 2013 FORD EXPLORER SUV 4WD WITH WINDOW TINT: \$75,179.20**

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. Please indicate by (X) that you have included the following documentation with your bid:

( ) Business Tax Receipt (only vehicles in clearing status are a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTON BROS  
 (This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**HOLD HARMLESS AGREEMENT:** The bidding firm as indicated below, it's officers and members shall, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture \_\_\_\_\_ Corporation  X

Name of Bidding Firm  BARTOW FORD

Mailing Address  2800 US HWY 98 NORTH

Location Address  2800 US HWY 98 NORTH

City & State  BARTOW FL  ZIP  33830

Telephone  (813) 477-0052  Fax Number  (863) 533-8485

E-mail  THEFORDTRUCKGUY@GMAIL.COM

Signature of person authorized to bind the Company: \_\_\_\_\_

Print Name/Title of person authorized to bind the Company:  RICHARD WEISSINGER COMMERCIAL FLEET SALES

Date:  10/14/15

(This form to be returned)

**Local Business Status:** If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

No, our business does not qualify as a Local Business.

**NOTE:** In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 1(1)(b)2 and s. 24(a), Art. I of the State Constitution except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at \_\_\_\_\_ under "Purchasing Bids Online", document number 154184. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: BARTOW FORD  
(This form to be returned)

**AFFIDAVIT**  
**Claiming Status as a Local Business**

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

- A. **Local Business Definition:** Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.
- B. **Competitive bid (local price match option):** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

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

Signature: \_\_\_\_\_

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

Year Business Established: \_\_\_\_\_ Circle the appropriate County:    Charlotte        DeSoto        Sarasota

State of Florida  
County of \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, for the above State and County on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**This page to be returned only if Contractor is claiming a Local Business Status.**

# AFFIDAVIT Determining Status as a Local Business

This form is to be completed by the bidder and filed with the Secretary of State on October 19, 2007. It is to be filed with the Secretary of State on October 19, 2007. It is to be filed with the Secretary of State on October 19, 2007. It is to be filed with the Secretary of State on October 19, 2007.

A local business is defined as a business that is organized under the laws of this State and has its principal office in this State. A local business is also defined as a business that is organized under the laws of this State and has its principal office in this State. A local business is also defined as a business that is organized under the laws of this State and has its principal office in this State.

The bidder shall provide a copy of the local business license to the Secretary of State. The bidder shall provide a copy of the local business license to the Secretary of State. The bidder shall provide a copy of the local business license to the Secretary of State.

The bidder shall provide a copy of the local business license to the Secretary of State. The bidder shall provide a copy of the local business license to the Secretary of State. The bidder shall provide a copy of the local business license to the Secretary of State.

\_\_\_\_\_  
 Signature of Bidder  
 Title

\_\_\_\_\_  
 Secretary of State  
 State of Florida

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, at \_\_\_\_\_, Florida.

\_\_\_\_\_  
 Notary Public

This form is to be completed by the bidder and filed with the Secretary of State on October 19, 2007. It is to be filed with the Secretary of State on October 19, 2007. It is to be filed with the Secretary of State on October 19, 2007.

**SOURCE OF SUPPLY AND SUBCONTRACTORS**

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. <u>UTILITY/STAKE/FLAT BED/DUMP/BODIES EMERGENCY AND WARNING LIGHTS</u>	1. <u>ACTION/KNAPHEIDE/READING/WARNER/BLUE RIDGE/ FEDERAL/WHELEN/SOUND OFF/D&amp;R ELECTRONIC/HELLA</u>
2. <u>CRANES/HOISTS LAPTOP MOUNTS</u>	2. <u>LIFTMOORE/VENTURO/STELLAR/AUTO CRANE/RUGBY HAVIS/JOTTO/GAMBER JOHNSON/D&amp;R ELECTRONICS</u>
3. <u>RACKS &amp; BIN VAN PACKAGES SERVICE &amp; PARTS MANUALS (CD OR HARD COPY)</u>	3. <u>MASTER RACK/ADRIN STEEL/KARGO MASTER/ AMER. VAN HELM PUBLISHING</u>
4. <u>REAR MOUNTED CAMERAS SPRAY IN LINERS AND BEDLINERS WILL BE DONE AT BARTOW FORD</u>	4. <u>ROSTRA/BACK ZONE</u>
5. <u>TOOL BOXES/HITCHES/LIFT GATES/ALUM. DUMP INSERTS</u>	5. <u>UWS/DELTA/DAYTON/REESE/DRAW TITE/MAXON/TOMMY GATE/WALTCO/TRUCK CRAFT/EZ DUMPER</u>

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BARTOW FORD  
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature \_\_\_\_\_

Dated 10/14/15

Name of Bidder: BARTOW FORD

(This form to be returned)

FORM FOR BIDDER TO COMPLETE

The following information shall be used for the VEHICLES -- ANNUAL CONTRACT project. If the bidder does not have a source of subcontractors, it shall be determined. When a source of subcontractors is determined, it shall be indicated on the bid form. (If not applicable, state N/A).

Subcontractor(s)	Source of Supply
1. ALTONKRAMER ELECTRONIC SYSTEMS INC. 1000 W. 10TH ST. ST. LOUIS, MO 63104	1. ALTONKRAMER ELECTRONIC SYSTEMS INC. 1000 W. 10TH ST. ST. LOUIS, MO 63104
2. HAVAS ELECTRONIC SYSTEMS INC. 1000 W. 10TH ST. ST. LOUIS, MO 63104	2. HAVAS ELECTRONIC SYSTEMS INC. 1000 W. 10TH ST. ST. LOUIS, MO 63104
3. HAVAS ELECTRONIC SYSTEMS INC. 1000 W. 10TH ST. ST. LOUIS, MO 63104	3. HAVAS ELECTRONIC SYSTEMS INC. 1000 W. 10TH ST. ST. LOUIS, MO 63104
4. HAVAS ELECTRONIC SYSTEMS INC. 1000 W. 10TH ST. ST. LOUIS, MO 63104	4. HAVAS ELECTRONIC SYSTEMS INC. 1000 W. 10TH ST. ST. LOUIS, MO 63104
5. HAVAS ELECTRONIC SYSTEMS INC. 1000 W. 10TH ST. ST. LOUIS, MO 63104	5. HAVAS ELECTRONIC SYSTEMS INC. 1000 W. 10TH ST. ST. LOUIS, MO 63104

WORK SITE WORKPLACE FORM

BARTLOW FORD

The bidder certifies that the bidder is in compliance with the provisions of the bid form and that the bidder is in compliance with the provisions of the bid form.

1. I hereby certify that the bidder is in compliance with the provisions of the bid form and that the bidder is in compliance with the provisions of the bid form.
2. I hereby certify that the bidder is in compliance with the provisions of the bid form and that the bidder is in compliance with the provisions of the bid form.
3. I hereby certify that the bidder is in compliance with the provisions of the bid form and that the bidder is in compliance with the provisions of the bid form.
4. I hereby certify that the bidder is in compliance with the provisions of the bid form and that the bidder is in compliance with the provisions of the bid form.
5. I hereby certify that the bidder is in compliance with the provisions of the bid form and that the bidder is in compliance with the provisions of the bid form.

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

Name of Bidder: BARTLOW FORD

(This form to be retained)

**SELECTED VEHICLE REPORT**  
Effective dates: 8/14/2015-8/20/2015

**2016 Ford**

	INVOICE	MSRP
F250 Super Duty Regular Cab XLT		
XLT 2WD Pickup 2D 8 ft.....	\$33,343.00	\$36,145.00
Destination Charge.....	\$1,195.00	\$1,195.00
<b>BASE MODEL PRICE WITH DESTINATION CHARGE.....</b>	<b>\$34,538.00</b>	<b>\$37,340.00</b>
<small>(Mfr's Effective Date 3/19/2015 Revised)</small>		

Residual Values	24 Month 0%	36 Month 0%	48 Month 0%	60 Month 0%
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**\* \* \* OPTIONAL EQUIPMENT \* \* \***

**Engine**

(Selection Required on All Orders)

996 V8, Flexible Fuel, 6.2 Liter .....			Std.	Std.
<small>(Req's Auto Trans-44P)</small>				

**Transmission**

(Selection Required on All Orders)

44P Automatic, HD 6-Spd w/SelectShift .....			Std.	Std.
<small>Models w/996 6.2L Engine....</small>				

**Mandatory Equipment Packages**

603A Equipment Group .....			N/C	N/C
<small>(See Std Equipment Listing)</small>				

**Accessory Equipment Packages**

90L Power Equipment Group .....			Std.	Std.
<small>(N/A w/Air Conditioning Delete-572) Includes Perimeter Alarm System; Power Door Locks; Keyless Remote Control Entry System; Clearance Lights; Dual Heated Power Mirrors w/Manual Fold, Turn Signals &amp; Manual Telescoping Trailer Tow &amp; Power Windows.</small>				

**Comfort and Convenience**

525 Cruise Control .....			Std.	Std.
<small>(Std w/Value Pkg-96V &amp; Appearance Pkg-96P)</small>				

**Steering**

62D Steering Wheel Touch Controls .....			Std.	Std.
<small>(Req's Communication &amp; Entertainment System-91M)</small>				

**Entertainment and Instrumentation**

91M Communication & Entertainment System, SYNC w/MyFord, Voice.....			Std.	Std.
<small>Activation, AppLink, 911 Assist &amp; Vehicle Health Reports (Req's Steering Wheel Touch Controls-62D) Includes Compass, USB Port &amp; SYNC AppLink.</small>				
585 Radio, AM/FM Stereo w/CD & MP3.....			Std.	Std.

2016 Ford

**Safety and Security**

76R	Reverse Sensing System .....	\$208.00	\$245.00
	(N/A w/Pickup Box Delete-66D or Engine Idle Shutdown-63T)		
76C	Warning System, Back-Up Chime (Installed by Dealer).....	\$107.00	\$125.00

**Seats**

3*	Seat, Cloth Split Bench.....	N/C	N/C
	(Last Character Refers to Interior Color)		

**Interior**

166	Carpet Delete, (Fleet Only).....	-\$44.00	-\$50.00
	(N/A w/Floor Mats-16S)		

**Lighting and Mirrors**

942	Lights, Daytime Running (Fleet Only).....	\$38.00	\$45.00
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**Exterior**

18B	Running Boards, Black Angular (Fleet Only).....	\$273.00	\$320.00
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**Cargo and Towing**

85S	Bed Liner, Spray-In.....	\$422.00	\$495.00
	(N/A w/Pickup Box Delete-66D or Bed Mat-85M)		
	Includes Black Bed Attachment Bolts, Tailgate Guard & Black Box Bed Tie-Down Hooks.		
52B	Trailer Brake Controller, Integrated.....	Std.	Std.
	(Deletes Std 7 to 4-Way Connector When in Combo w/Pickup Box Delete-66D)		

**GVWR and Payload Pkgs**

68D	GVWR, 9900-lb-Models w/996 6.2L Engine.....	N/C	N/C
	Includes 3890-lb Payload.		

**Mechanical**

X3E	Axle Ratio, 3.73 w/Electronic Locking.....	\$333.00	\$390.00
	(Req's 996 6.2L Engine)		

**Tires**

TCH	LT275/65R18E BSW .....	Std.	Std.
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**Exterior Colors**

**Selection Required on All Orders**

Z1	Oxford White .....	N/C	N/C
	(Req's an Interior Color)		

2016 Ford

Interior Colors

Selection Required on All Orders

*S Steel .....	N/C	N/C
(N/A w/Exterior Color-H7 or RR) (First Character Refers to Seats)		
TOTAL PRODUCTION OPTIONAL EQUIPMENT.....	\$1,337.00	\$1,570.00
TOTAL DEALER INVOICE AND MSRP.....	\$35,875.00	\$38,910.00

\* \* \* STANDARD EQUIPMENT \* \* \*

- Air Conditioning, Manual
- Alarm System, Perimeter
- Alternator, HD 157-Amp
- Axle Ratio, 3.73
- Axle, Front, 5250-lb Cap
- Axle, Rear, 6200-lb Cap
- Battery, 72-Amp
- Bracket, Front License Plate
- Brakes, Power F&R Disc
- Braking System, F&R Anti-Lock
- Bumpers, Chrome F&R w/Rear Step
- Carpeting
- Clock, Digital (w/Radio)
- Communication & Entertainment System, SYNC w/MyFord, Voice Activation, AppLink, 911 Assist & Vehicle Health Reports
- Compass
- Console, Overhead w/Storage
- Cruise Control
- Cup Holders
- Door Locks, Power
- Drivetrain, 2WD
- Engine, V8, Flexible Fuel, 6.2 Liter
- Entry System, Keyless Remote Control
- Equipment Group
- Floor Mats, Carpeted
- Fuel Tank, 35.0 Gal Cap
- Glass, Privacy
- Grille, Two-Bar Chrome
- GVWR, 10,000-lb
- Headlamps, Dual Beam Jewel Effect
- Hill Start Assist Control
- Idle Control, Stationary Elevated
- Jack, 2-Ton Mechanical
- Light, Engine Comp't
- Lights, Clearance
- Lights, Exterior Cargo & Reading
- Message Center
- Mirrors, Dual Heated Power w/Manual Fold, Turn Signals & Manual Telescoping Trailer Tow
- Mirrors, Dual Visor Vanity
- Parental Controls, MyKey
- Payload, 4040-lb
- Power Equipment Group
- Power Outlets, (3)
- Radio Equipment, (4) Speakers
- Radio Equipment, Auxiliary Input
- Radio Equipment, SiriusXM Feature w/6-mos of Service
- Radio Equipment, USB Port

2016 Ford

Radio, AM/FM Stereo w/CD & MP3  
Restraint System, Dual Front, Front Head Curtain & Front Side Impact Air Bag  
Seat, Cloth Split Bench  
Shock Absorbers, HD  
Smartphone Interface, SYNC AppLink  
Springs, Front, Computer Selected  
Springs, Rear, 6290-lb Cap  
Stability Control, AdvanceTrac  
Stability Control, Roll  
Stabilizer Bar, Front  
Steering Wheel Touch Controls  
Steering Wheel, Tilt & Telescoping  
Steering, Power  
Storage Bin, Underseat Locking  
Tachometer  
Temperature Display, O/S  
Tie-Down Hooks, (4)  
Tire & Wheel, Spare  
Tire Pressure Monitor  
Tires - F&R, LT275/65R18E BSW  
Tow Hooks, (2) Front  
Towing Cap, 14,000-lb Max (When Properly Equipped)  
Trailer Brake Controller, Integrated  
Trailer Hitch Receiver, 12.5K  
Trailer Sway Control  
Trailer Tow Pkg, 7 to 4-Way Connector & 7-Wire Trailer Harness  
Transmission, Automatic, HD 6-Spd w/SelectShift  
W/S Wipers, Intermittent  
Wheel Conversion, Single Rear  
Wheels, 18" Cast Aluminum  
Windows, Power

**General Specifications:**

Alternator Amps- 157 Amps, 200 Amps; Brakes: Front- Disc; Brakes: Rear- Disc;  
Braking System- F&R Anti-Lock; Spare Tire Type- Conventional, Conventional;  
Telematics / Communication Brand- SYNC with MyFord, Crew Chief; Tires / Wheel Size-  
LT275/65R18E, LT265/70R17E, LT245/75R17E; Wheel Type- Cast Aluminum, Cast Aluminum;  
Amps- 72 Amps; Alternator Sub-Type- Heavy Duty, Extra HD; Sidewall Description-  
BSW, BSW, OWL; Tire Type- All Terrain; # of Speakers- 4 Speaker; Rear Wheel  
Configuration- Single Rear Wheel; Combined Side Barrier and Pole Rating-Front Seat-  
Not Rated; Combined Side Barrier and Pole Rating-Rear Seat- Not Rated; Frontal  
Barrier Crash Rating-Driver (Male)- Not Rated; Frontal Barrier Crash  
Rating-Passenger (Female)- Not Rated; Frontal Crash Rating-Overall- Not Rated;  
Overall Rating- Not Rated; Rollover Rating-Overall- 4 Star Rating; Side Barrier  
Rating-Driver Front Seat (Male)- Not Rated; Side Barrier Rating-Overall- Not Rated;  
Side Barrier Rating-Passenger Rear Seat (Female)- Not Rated; Side Crash  
Rating-Overall- Not Rated; Side Pole Rating-Driver Front Seat (Female)- Not Rated;  
Axle Ratio- 3.73, 3.73, 3.31, 4.30; Curb Weight- 5,941 Pounds; Fuel Capacity- 35.0  
Gallons; Minimum Ground Clearance- 8.5; Towing Capacity, Maximum- 14,000 Pounds;  
Turning Diameter- 47.7 Feet; Wheel Base- 137.0 Inches; Payload Capacity- 4,040  
Pounds; GVWR- 10,000 Pounds, 9,900 Pounds, 9,900 Pounds; Truck Bed Volume- 77 Cubic  
Feet; Bed Length- 8 Feet; Payload Designation- 1 Ton; EPA Passenger- 65.9 Cubic  
Feet; Head Room: Front- 40.7 Inches; Height- 76.6 Inches; Leg Room: Front- 41.1  
Inches; Overall Length- 227.6 Inches; Shoulder Room: Front- 68.0 Inches; Width  
without mirrors- 79.9 Inches; Hip Room: Front- 67.6 Inches;

**2016 Ford**

**Warranty:**

Basic Miles- 36,000 Miles; Basic Years- 3 Years; Corrosion/Rust Through Miles- Unlimited; Corrosion/Rust Through Years- 5 Years; Powertrain Miles- 60,000 Miles; Powertrain Years- 5 Years; Roadside Assistance Miles- 60,000 Miles; Roadside Assistance Years- 5 Years;

**Engine, Transmission and Drive Train Specification:**

Drivetrain- 2WD; Engine Type- Diesel; Engine Sub-Type- Turbo; Cylinders- 8 Cylinders; Displacement- 6.7 Liter; Bore- 3.90 Inches; Compression Ratio- 16.2; Fuel Induction- Direct Injection; Horsepower- 440 HP; Horsepower RPM- 2,800 RPM; Stroke- 4.25 Inches; Torque- 860 Foot Pounds; Torque RPM- 1,600 RPM; Total no. valves- 32 Valves; Valve Train- Overhead Valve; Engine Configuration- V; Engine VIN- T; CID- 406 Cubic Inches; Recommended Fuel- Diesel; Transmission Type- Automatic; # of Speeds- 6 Speed; Transmission Code- ATT; Transmission Sub-Type- Heavy Duty; Manual Mode- SelectShift; Engine Type- Flexible Fuel; Cylinders- 8 Cylinders; Displacement- 6.2 Liter; Bore- 4.02 Inches; Compression Ratio- 9.8; Fuel Induction- Sequential Fuel Injection; Horsepower- 385 HP; Horsepower RPM- 5,500 RPM; Stroke- 3.74 Inches; Torque- 405 Foot Pounds; Torque RPM- 4,500 RPM; Total no. valves- 16 Valves; Valve Train- Single Overhead Cam; Engine Configuration- V; Engine VIN- 6; CID- 379 Cubic Inches; Recommended Fuel- Regular; Transmission Type- Automatic; # of Speeds- 6 Speed; Transmission Code- ATT; Transmission Sub-Type- Heavy Duty; Manual Mode- SelectShift;

**EPA Estimated Miles Per Gallon:**

City: ; Hwy:

**SELECTED VEHICLE REPORT**  
Effective dates: 8/14/2015-8/20/2015

2016 Ford

	INVOICE	MSRP
Explorer XLT		
XLT 4WD Sport Utility 4D.....	\$33,011.00	\$35,400.00
Destination Charge.....	\$895.00	\$895.00
<b>BASE MODEL PRICE WITH DESTINATION CHARGE.....</b>	<b>\$33,906.00</b>	<b>\$36,295.00</b>
(Mfr's Effective Date 4/13/2015 Revised)		

Residual Values	24 Month 73%	36 Month 65%	48 Month 57%	60 Month 51%
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\* \* \* OPTIONAL EQUIPMENT \* \* \*

Engine

(Selection Required on All Orders)

998 V6, 3.5 Liter .....		N/C	N/C
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Transmission

44J Automatic, 6-Spd w/SelectShift .....		Std.	Std.
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Mandatory Equipment Packages

Selection Required on All Orders

200A Equipment Group .....		N/C	N/C
(See Std Equipment Listing)			

Accessory Equipment Packages

52T Trailer Tow Pkg, Class III.....	\$497.00	\$570.00
Includes 7-Pin & 4-Pin Trailer Harness Connectors, Engine Oil Cooler & Trailer Hitch Receiver. (Req's 998 3.5L Engine)		

Entertainment and Instrumentation

582 Radio Equipment, SiriusXM Feature.....	Std.	Std.
Includes 6-mos of Service.		

Seats

8* Seats, Unique Cloth Bucket.....	N/C	N/C
(Last Character Refers to Interior Color)		

Lighting and Mirrors

942 Lights, Daytime Running (Fleet Only).....	\$39.00	\$45.00
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Cargo and Towing

50N Roof Rail Crossbars, (Installed by Dealer).....	\$122.00	\$140.00
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Wheels

64C Wheels, 5-Spoke Sparkle Silver Painted Aluminum.....	Std.	Std.
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**SELECTED VEHICLE REPORT**  
 Effective dates: 8/14/2015-8/20/2015

2016 Ford

Tires

--- P245/60R18 BSW ..... Std. Std.

Exterior Colors  
 (Selection Required on All Orders)

YZ Oxford White ..... N/C N/C  
 (Req's an Interior Color)

Interior Colors  
 (Selection Required on All Orders)

\*L Medium Light Camel ..... N/C N/C  
 (Req's an Exterior Color) (First Character Refers to Seats)

TOTAL PRODUCTION OPTIONAL EQUIPMENT..... \$658.00 \$755.00

TOTAL DEALER INVOICE AND MSRP..... \$34,564.00 \$37,050.00

\* \* \* STANDARD EQUIPMENT \* \* \*

- Air Conditioning, Manual
- Alarm System, Perimeter
- Alternator, 200-Amp
- Axle Ratio, 3.65
- Battery, 58-Amp
- Brakes, Power F&R Disc
- Braking System, Anti-Lock
- Cladding, Lower Body Side
- Clock, Digital (w/Radio)
- Communication & Entertainment System, SYNC w/MyFord
- Compass
- Consoles, Floor w/Storage & Overhead w/Storage
- Cruise Control
- Cup Holders, F&R
- Curve Control
- Defroster, Rear Window
- Door Locks, Automatic Power
- Drivetrain, 4WD
- Engine Immobilizer
- Engine Start, Push Button w/Intelligent Access
- Engine, V6, 3.5 Liter
- Entry System, Illuminated Keyless Remote Control
- Entry System, SecuriCode Keypad
- Equipment Group
- Exhaust, Chrome Dual
- Floor Mats, Carpeted F&R
- Fog Lights
- Fuel Tank, 18.6 Gal Cap
- Glass, Privacy
- Grille, Gray
- Headlamp Control, Automatic
- Headlamps, LED
- Hill Descent Control
- Hill Start Assist Control
- Lights, Approach
- Lights, F&R Reading
- Lights, Overhead
- Message Center

**2016 Ford**

Mirrors, Dual Heated Power w/Manual Fold & Turn Signals  
Mirrors, Dual Illuminated Visor Vanity  
Moldings, Wheel Lip  
Parental Controls, MyKey  
Parking Sensors, Rear  
Power Outlets, (4) 12V  
R/V Camera w/Washer  
Radio Equipment, (6) Speakers  
Radio Equipment, Audio/Video Input Jacks  
Radio Equipment, Auxiliary Input  
Radio Equipment, SiriusXM Feature  
Radio Equipment, USB Port  
Radio, AM/FM Stereo w/CD & MP3  
Restraint System, Dual Front, F&R Head Curtain, RH Knee & Front Side Impact Air Bag  
Reverse Sensing System  
Roof Rails, Silver  
Seat Adjuster, 10-Way Power Driver's  
Seat Adjuster, 6-Way Power Passenger's  
Seat, Split Flat Folding Center  
Seats, Split Folding Rear  
Seats, Unique Cloth Bucket  
Shift Knob, Leather-Wrapped  
Spoiler, Rear  
Stability Control, AdvanceTrac  
Stabilizer Bars, F&R  
Steering Wheel Touch Controls  
Steering Wheel, Leather-Wrapped Tilt & Telescoping  
Steering, Electric Power Assist  
Tachometer  
Tail Lights, LED  
Terrain Management System  
Tire Pressure Monitor  
Tire, Limited Use Spare  
Tires - F&R, P245/60R18 BSW  
Tow Hooks, Front  
Towing Cap, 5000-lb Max (When Properly Equipped)  
Traction Control  
Trailer Sway Control  
Transmission, Automatic, 6-Spd w/SelectShift  
Trip Computer  
W/S Wipers, Variable Intermittent  
Wheels, 5-Spoke Sparkle Silver Painted Aluminum  
Windows, Power  
Wiper, Rear Window

**General Specifications:**

**2016 Ford**

Alternator Amps- 200 Amps; Brakes: Front- Disc; Brakes: Rear- Disc; Braking System- Anti-Lock; Spare Tire Type- Limited Use; Telematics / Communication Brand- SYNC with MyFord; Tires / Wheel Size- P245/60R18; Wheel Type- Aluminum,Aluminum; Amps- 58 Amps; Sidewall Description- BSW; # of Speakers- 6 Speaker; Combined Side Barrier and Pole Rating-Front Seat- 5 Star Rating; Combined Side Barrier and Pole Rating-Rear Seat- 5 Star Rating; Frontal Barrier Crash Rating-Driver (Male)- 4 Star Rating; Frontal Barrier Crash Rating-Passenger (Female)- 5 Star Rating; Frontal Crash Rating-Overall- 5 Star Rating; Overall Rating- 5 Star Rating; Rollover Rating-Overall- 4 Star Rating; Side Barrier Rating-Driver Front Seat (Male)- 5 Star Rating; Side Barrier Rating-Overall- 5 Star Rating; Side Barrier Rating-Passenger Rear Seat (Female)- 5 Star Rating; Side Crash Rating-Overall- 5 Star Rating; Side Pole Rating-Driver Front Seat (Female)- 5 Star Rating; Axle Ratio- 3.65; Curb Weight- 4,629 Pounds; Fuel Capacity- 18.6 Gallons; Minimum Ground Clearance- 8.3; Towing Capacity, Maximum- 5,000 Pounds; Turning Diameter- 38.9 Feet; Wheel Base- 112.8 Inches; EPA Passenger- 151.7 Cubic Feet; Head Room: Front- 41.4 Inches; Head Room: Rear- 37.8 Inches; Height- 70.0 Inches; Leg Room: Front- 42.9 Inches; Leg Room: Rear- 32.0 Inches; Overall Length- 198.3 Inches; Shoulder Room: Front- 61.5 Inches; Shoulder Room: Rear- 50.8 Inches; Trunk or Cargo Capacity- 80.7 Cubic Feet; Width with mirrors- 90.2 Inches; Cargo behind second seat- 43.8 Cubic Feet; Cargo behind last seat- 21.0 Cubic Feet; Cargo with all seats down- 80.7 Cubic Feet; Head Room: Center Row- 40.6 Inches; Leg Room: Center Row- 39.5 Inches; Shoulder Room: Center Row- 61.0 Inches; Hip Room: Center Row- 56.8 Inches; Hip Room: Front- 57.3 Inches; Hip Room: Rear- 40.7 Inches;

**Warranty:**

Basic Miles- 36,000 Miles; Basic Years- 3 Years; Corrosion/Rust Through Miles- Unlimited; Corrosion/Rust Through Years- 5 Years; Powertrain Miles- 60,000 Miles; Powertrain Years- 5 Years; Roadside Assistance Miles- 60,000 Miles; Roadside Assistance Years- 5 Years;

**Engine, Transmission and Drive Train Specification:**

Drivetrain- 4WD; Transmission Type- Automatic; # of Speeds- 6 Speed; Transmission Code- ATT; Engine Type- Gas; Cylinders- 6 Cylinders; Displacement- 3.5 Liter; Bore- 3.60 Inches; Compression Ratio- 10.8; Fuel Induction- Sequential Fuel Injection; Horsepower- 290 HP; Horsepower RPM- 6,500 RPM; Stroke- 3.40 Inches; Torque- 255 Foot Pounds; Torque RPM- 4,000 RPM; Total no. valves- 24 Valves; Engine Configuration- V; Engine VIN- 8; CID- 213 Cubic Inches; Recommended Fuel- Regular; Engine Type- Gas; Engine Sub-Type- Turbo; Cylinders- 4 Cylinders; Displacement- 2.3 Liter; Compression Ratio- 9.5; Fuel Induction- Direct Injection; Horsepower- 270 HP; Torque- 300 Foot Pounds; Total no. valves- 16 Valves; Valve Train- Dual Overhead Cam; Engine Configuration- Inline; Engine VIN- H; CID- 143 Cubic Inches; Recommended Fuel- Regular; Transmission Type- Automatic; # of Speeds- 6 Speed; Transmission Code- ATT;

**EPA Estimated Miles Per Gallon:**  
City: 17; Hwy: 23



**CITY OF ARCADIA, FL PIGGYBACK CONTRACT**

The City of Arcadia ("City") enters into this "Piggyback" Contract with \_\_\_\_\_ (hereinafter referred to as the "Vendor") under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Manual for the City of Arcadia allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback as existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agrees that the Vendor has entered a contract with \_\_\_\_\_, said contract being identified as: \_\_\_\_\_ (said original contract being referred to as the "original government contract").
2. The original government contract is incorporated herein by reference and is attached as exhibit "A" to this contract. All the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.
3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Arcadia, as follows:
  - a. Time Period ("Term") of the Agreement: \_\_\_\_\_
  - b. Insurance Requirements: \_\_\_\_\_
  - c. Any other provisions that will be modified: \_\_\_\_\_
- d. Address Change for the City of Arcadia: Notwithstanding the address and contact information for the government entity set out in Exhibit "A", the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Arcadia, attention of FINANCE, at 23 N. Polk Ave., Arcadia, FL 34266, telephone number 863-494-4114, fax number 863-494-4712.
- e. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Desoto County, Florida. Litigation between the parties arising out of this contract must be in Desoto County, Florida in a court of appropriate jurisdiction. The laws of Florida will control any disputes between the parties arising out of or related to the Piggyback Contract, the performance thereof or any products and services delivered pursuant to such contract.
- f. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any disputes between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Desoto County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- g. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Arcadia and the Vendor.

Entered this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
 Vendor  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Attested by: \_\_\_\_\_

\_\_\_\_\_  
 Mayor, City of Arcadia  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Attested by: \_\_\_\_\_

City Clerk