



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

TUESDAY, APRIL 19, 2016
6:00 P.M.

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

PRESENTATION

1. Certificate of Completion of the "IEMO III: The Leadership Challenge" to Councilmember Wertz-Strickland (Mayor Susan Coker)
2. Proclamation – Day of Prayer (Mayor Susan Coker)
3. Proclamation – Youth Week (Mayor Susan Coker)
4. Proclamation – Aviation Appreciation Month in Florida (Mayor Susan Coker)
5. Aviation City Update (George Chase – Friends of Arcadia Airport, Inc.)
6. Volunteer Proposal (Connie Bateman, Lucretia Gilmore and Emily Morris)

CONSENT AGENDA

7. City Council Minutes for April 5, 2016 (Penny Delaney – City Clerk)
8. City of Arcadia Municipal Airport February Report (Terry Stewart – City Administrator)

ACTION ITEMS

9. Ordinance No. 1013 – Amending Two (2) Parcels of Land (Parcel Number 25-37-24-0012-0220-0120 and Parcel Number 25-37-24-0012-0220-0125) totaling 0.5 acres located at 102 North Brevard Avenue and 110 North Brevard Avenue from the Zoning of City P-1 (Professional Office) to City B-3 (General Business Commercial District) – **Second and Final Reading** (Jeff Schmucker - Central Florida Regional Planning Council)
10. Tourist and Development Tax Committee Appointment (Mayor Susan Coker)
11. Personnel Policy Manual (Linda Lowe – Human Resource Manager)
12. RFQ Airport (Terry Stewart – City Administrator)
13. Request to Purchase City Parcel No. 30-37-25-0A00-1270-0000 (Terry Stewart – City Administrator)

COMMENTS FROM DEPARTMENTS

14. City Marshal
15. City Attorney
16. Finance Director
17. 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



IEMO III:

THE LEADERSHIP CHALLENGE

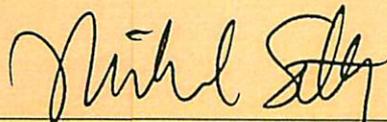
Certificate of Completion

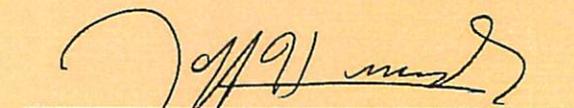
March 11-12, 2016 • FLC University, Orlando

Awarded to

Councilwoman Judy Wertz Strickland
City of Arcadia

Sponsored by


Executive Director
Florida League of Cities


Executive Director
Florida Institute of Government

AGENDA No. 2



Proclamation

WHEREAS, throughout our history, Americans have relied on prayer as a means of uniting, guiding, and healing. During times of strength and times of weakness, in moments of joy and moments of despair, prayer has provided reassurance, sustenance, and affirmation of common purpose; and

WHEREAS, on this National Day of Prayer, first called for more than 239 years ago by the Continental Congress, we come together to thank God for our Nation's many blessings, to acknowledge our need for His wisdom and grace, and to ask Him to continue to watch over our country in the days ahead; and

WHEREAS, the City of Arcadia is a place in our nation where God can be worshipped freely. It is a place where His blessings can be seen. And yet it is a place where we need to humble ourselves before Him; and

WHEREAS, today we proclaim that our nation and our community will not be swayed by acts of terror; by acts of war; or by acts of treason against our country; but rather that each will cause us to humble ourselves before God and seek His blessings anew; and

WHEREAS, as we continue to fight against terror, we ask the Almighty to protect all those who battle for freedom throughout the world and our brave men and women in uniform, and we ask Him to shield innocents from harm. We recognize the sacrifice of our military families and ask God to grant them peace and strength. Additionally, we will not forget the men and women who have offered the ultimate sacrifice and fallen in service to America for the cause of our freedom and their families who have also sacrificed greatly; and

WHEREAS, President Abraham Lincoln proclaimed a day of national fasting and prayer, saying "it behooves us ... to humble ourselves before the offended Power, to confess our national sins, and to pray to the God that made us." Later, in 1988, President Ronald Reagan set the date of the annual prayer day as the first Thursday in May. Today, we continue to recognize our laws that protect these God-given truths and liberties to pray freely both privately and corporately.

NOW, THEREFORE, WE, the City Council of the City of Arcadia, DeSoto County, Florida hereby proclaim May 5, 2016 as

City of Arcadia Day of Prayer

BE IT FURTHER PROCLAIMED, we urge all this day to join us in praying for the strength to meet the challenges before us, for the wisdom to know and do what is right, for continued determination to work towards making our society a more compassionate and decent place, and for peace in the affairs of men and women.

SO DONE THIS 19TH DAY OF APRIL 2016.

ATTEST:

By: _____

Susan Coker, Mayor
City of Arcadia, Florida

Penny Delaney, City Clerk

AGENDA No. 3



Proclamation

WHEREAS, The Benevolent and Protective Order of Elks has designated the first week in May as Youth Week to honor America's Junior Citizens for their accomplishments and in recognition of their services to Community, State and Nation, and

WHEREAS, Arcadia Elks Lodge 1524 has determined that no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest natural resource, and who in years ahead will assume leadership roles in our free society; and

WHEREAS, youth need our guidance, inspiration and encouragement to help develop those qualities of character essential for leadership; and

WHEREAS, to achieve this worthy objective we should demonstrate our partnership with youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them for the responsibilities of citizenship.

NOW, THEREFORE, I, SUSAN COKER, by virtue of the authority vested in the office of the Mayor of the City of Arcadia do hereby proclaim May 1, 2016 through May 8, 2016 as

YOUTH WEEK

in Arcadia, Florida, and urge all residents, businesses, government, civic, fraternal and patriotic groups to participate in supporting the activities planned by Arcadia Elks Lodge 1524.

SO DONE THIS 19TH DAY OF APRIL, 2016.

By:

Susan Coker, Mayor
City of Arcadia, Florida

ATTEST:

Penny Delaney, City Clerk

AGENDA No. 4



Proclamation

WHEREAS, Florida ranks second in the nation for aerospace and aviation establishments; and

WHEREAS, there are 20 commercial service and 108 general aviation/community airports, helping make Florida the number two state for aerospace and aviation establishments in the United States; and

WHEREAS, more that 8.5 percent of Florida Gross State Product results from businesses dependent upon aviation; and

WHEREAS, Florida's commercial airports accommodate more than 149.3 million passengers annually, ranking Florida third in the nation; and

WHEREAS, international airports in Florida accommodate more that 30.4 million international passengers annually, which is 20.4 percent of the total international passengers in the nation; and

WHEREAS, Florida has made significant investments in our airports, which has helped bring record numbers of tourists to Florida, with more than half of Florida's visitors (50.5) percent arriving each year by air; and

WHEREAS, Florida's general aviation/community airports accommodate more than 9 million visitors and business travelers annually; and

WHEREAS, air cargo operations account for more than \$10.3 billion in annual economic activity to Florida; and

WHEREAS, in total aviation represents more than \$144 billion in annual economic activity; and

WHEREAS, the Florida First budget invests \$247.9 million for aviation improvements; and

NOW, THEREFORE, WE, the City Council of the City of Arcadia, DeSoto County, Florida hereby proclaim the month of April 2016 as

Aviation Appreciation Month in Florida

in the City of Arcadia and urge all residents, businesses, government agencies and service groups to join in celebrating Aviation Appreciation Month in Florida and give support to the activities surrounding it.

SO DONE THIS 19TH DAY OF APRIL 2016.

ATTEST:

By: _____

Susan Coker, Mayor
City of Arcadia, Florida

Penny Delaney, City Clerk

AGENDA No. 5

Penny Delaney

From: George Chase [gjchase@embarqmail.com]
Sent: Monday, March 28, 2016 5:54 PM
To: Penny Delaney
Subject: Council update

Hi Penny,

Please consider this my formal request:

Friends of Arcadia Airport would like to be on the agenda for the April 19th Council to give a verbal update to them on our first year using the airport campground. Aviation City.

This will just be a verbal report with no visuals or documents.

Thank you,

George Chase, Pres.

Friends of Arcadia Airport, Inc.



Virus-free. www.avast.com

AGENDA No. 6

Dear Mr. Stewart and Council Members,

We have an untapped resource in our community – a variety of people who love our city and have a desire to channel their energy to bring people together. These people are willing and able to work for our city, with some organization and support of the city, for FREE as volunteers.

A few suggestions from these passionate people include: scarecrows in fall, wreaths for Christmas, a block party in winter, 4th of July celebration in summer (possible goal to break the Guinness World of Records for number of flags in one place at one time), or farmer's/flea market. During the "season" from October – March host food trucks, music or movies on Main, and more. We are interested in collaborating with the other organizations in DeSoto that share the same vision.

These volunteers would need the city to grant permission to host these gatherings, issue permits, cover participants with liability insurance, and provide guidance to plan and carry out these events. These events would be city events, sponsored by the city of Arcadia, and the volunteers would be the worker bees to get it done. School, church, and sports organizations/groups could provide the concessions at each event. They will use the events as a fundraiser and we could create a community calendar so a variety of groups could participate. Our volunteers do not have a goal to make money, but if any is collected, it is then given to the city.

The ultimate goal of these volunteers is to organize activities for our community. While providing positive publicity for the city of Arcadia, we would also facilitate collaboration within our community and increase opportunities for family fun.

We appreciate your consideration to changing the negative attitude many people have about Arcadia. There is currently not much for people to do and we want to be the catalyst of change. We have a long road ahead, but we are ready to take that first step with both feet. Your support would enable us to hit the

ground running!

Let's focus not on fighting the old, but building the new.
Let's work together on making Arcadia be the best it can be!

Choice. Chance. Change. You've got the choice to take a
chance to make a positive change for our community.

Thank you,
Connie Bateman, Lucretia
Gilmore, and Emily Morris

Music & Movies on Main Objectives

- ✓ Increase community involvement for positive publicity for the City of Arcadia
- ✓ Create a consistent & safe venue for public gatherings
- ✓ Give our residents a reason to stay in town with their families when looking for something to do
- ✓ Increase awareness of our historic downtown businesses and beauty
- ✓ Provide exposure for local groups and opportunities to fundraise toward their goals

Planning

- ✓ Determine a date, preferably Friday or Saturday evenings, not to interfere with previously scheduled events. If the date is the same as a previously scheduled event, the times will not overlap unless there is written approval from the other organization.
- ✓ Organize team of volunteers
 - Group 1 – responsible for selecting and confirming entertainment
 - Family –friendly movies, musical groups, or other entertainment
 - Provide sound system if the group does not bring their own
 - Gather needed materials such as extension cords, power strips, projector, etc.
 - Group 2 – seek community groups to run concession stand for their own fundraising needs
 - such as local sports, church, clubs, and other organizations, etc.
 - The specified group will gather their own volunteers, equipment, and other resources needed.
 - No money will be submitted to the city during the events.
 - Develop a calendar so groups can sign up to host future events' concession stand
 - Group 3 - Marketing & Advertising
 - Advertise by creating posters, sending emails, posting on social media, newspaper, Peace River Shopper, radio,

etc.

- Contact schools, churches, RV parks, library, stores, and restaurants to send flyers through the children and families or post in their businesses
- Get all printed materials translated in Spanish prior to distributing
- Group 4 – contact with the city
 - Provide a monthly agenda for upcoming events prior to the 1st council meeting each month
 - Request events to be added to city calendar online
 - Provide a list of volunteers and their responsibilities
- Group 5 – site management the day of the event
 - Develop a site map for each event & provide a copy for Group 4 to give to the city
 - Guide visitors to specified areas for event (those with blankets can sit in the front and those with chairs behind those on the ground)
 - Guide community groups hosting concession to their designated areas

Impact on city

- ✓ Maintain bathrooms, additional toilet paper or paper towel available
- ✓ Provide additional garbage bags or trash cans for accumulated trash
- ✓ Verify the power outlets and lights are in working order
- ✓ Removing any litter or possibly blowing off the pavers if leaves are abundant
- ✓ If the events are successful, could the city absorb the cost of printing flyers?
- ✓ If events are successful, possibly move the location to larger city properties like Jim Space, McSwain Park, etc.
- ✓ If events are successful, move organization of events to a city employee, possibly under Parks & Recreation Dept
- ✓ Additional costs are minimal for use of electricity during events (The lamps are already on daily.)

Rules

- ✓ If showing a movie, the rating will be G, PG, or PG-13.

- ✓ No coolers, no pets, no children under 16 unsupervised by adults.
Rules will be posted on advertisements and at events.

MOVIES AND MUSIC ON MAIN

PRE-PLANNING

MONTH

TWO(2) WEEKS

ONE(1) WEEK

DAY

GROUP 1
DETERMINE
DATES
SELECT, CONFIRM
ENTERTAINMENT

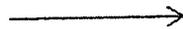
FOLLOW UP ENTERTAINMENT



GROUP 1
SHOW MOVIE OR ASSIST
WITH ENTERTAINMENT

GROUP 2
ORGANIZE
VOLUNTEERS
SEEK COMMUNITY
GROUPS TO
PARTICIPATE

FOLLOW UP W/COMMUNITY
GROUPS



GROUP 2
AMBASSADORS TO
COMMUNITY GROUPS

GROUP 3
MARKETING
ADVERTISING



GROUP 3
PLACE SIGNAGE SHOWING
WAY TO EVENT

GROUP 4
DEVELOP A
CALENDAR

GROUP 4 PROVIDE COUNCIL
WITH UPCOMING EVENTS
ADD EVENT TO CITY CALENDAR

GROUP 4
PROVDE THE CITY
A LIST OF
VOLUNTEERS AND
THEIR RESPONSIBILITIES

GROUP 4
DEVELOP A
SITE MAP AND
PROVIDE CITY
WITH SITE MAP

GROUP 4
SITE MANAGEMENT

Ezine @articles®



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Small Towns Without Movie Theaters Show Movies Outdoors

OVER 1,700 BOX SIZES ALWAYS IN STOCK		ORDER BY 6 PM FOR SAME DAY SHIPPING	ULINE FOR CATALOG 1-800-295-5510
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By [Paul B Murray](#) | Submitted On June 20, 2012



Outdoor movie events bring the movie theater experience outside to create a fun and unique cinema experience. Modern equipment allow outdoor movie viewers to enjoy the same high quality experience enjoyed by traditional movie house patrons. For towns without movie theaters, outdoor movies are a great alternative.

Currently, there are small towns all over the country without cinema complexes. By 2013, more small movie-picture theaters could be closing their doors when the movie industry switches to all-digital technology. Films will no longer be released in traditional 35 millimeter film prints, and theaters without the technology to show digital films will be forced to shut down. The cost of converting to digital in a movie house is around \$65,000, leaving this conversion out of reach for many small, older movie theaters.

There are already many towns without a motion picture theater, and this change will lead to more. Residents of towns like this are left with the options of missing out on these movies or traveling to a town with a movie theater. Portable inflatable cinema technology gives these communities another option: outdoor cinema.

or large crowds. High quality theatrical screens and HD projectors, along with clear sound, bring the movie theater experience to any location. An outdoor movie can be held almost anywhere; holding it at a historic site or downtown can enhance the experience and make it more special for the community.

Going out to see a new movie with friends or family is a completely different experience than watching it at home. Small towns without theaters and those that stand to lose a theater with the digital conversion will be missing out. Outdoor cinema technology can provide a replacement that sometimes proves to be even better than a traditional movie theater.

Movies under the stars provide entertainment and can bring a community together. Event organizers can take their pick of locations, maybe a popular community park, or another location that is special to the community. An outdoor cinema also allows community members to come together and watch a movie all at the same time, rather than being limited by the size of a movie theater. Outdoor movies are being shown in communities all over, to provide a unique cinema experience. For towns without traditional movie theaters, outdoor cinema is even more special. In these towns, outdoor movies replace the movie theater experience by providing another cinema option.

Paul B. Murray is the founder and owner of Southern Outdoor Cinema, LLC, the LARGEST producer of outdoor movie events in the United States for professional sports teams, movie studios, film festivals, marketing agencies, Fortune 500 Companies and cities. Using cutting edge outdoor cinema equipment paired with a proprietary movie event planning system, Southern Outdoor Cinema helps clients create highly successful and highly entertaining outdoor movie events. To learn more about Southern Outdoor Cinema, visit <http://www.SouthernOutdoorCinema.com>

Article Source: http://EzineArticles.com/?expert=Paul_B_Murray

**I JUST WANT TO SHOW A MOVIE!!!
(WITHOUT GETTING ARRESTED!)**

Taken from Kansas State University, movie policy, "I want to show a movie!! (Without worrying about getting arrested). As taken from University of Kansas ' movie policy, "I want to show a movie!!"

This policy is intended for individuals or organizations wishing to show a DVD or VHS publicly (outside the home to more than family and friends.)

When you want to show a film in the Union or the University campus-proper, you will be asked to provide proof that you have obtained permission (the 'rights") to show the material. This handout is designed to help you understand why this is necessary, and how you can go about getting the permission you need.

Why does my organization need to get permission to show this film?

Copyright infringement is a serious offense under the law, and is also the equivalent of stealing from a film distributor. While it is important to abide by the law, it is also important that your organization represents itself well by doing the right thing—getting permission to show the film. As an ASUN organization, the University counts on you and your organization to behave in a manner consistent with University policies, and state, local, and federal law. Should you or your organization be caught breaking copyright law, the University and/or ASUN would not provide any kind of protection from your group's liability under the law.

When do you need permission, and when don't we need permission?

Permission to show a film is necessary more often than you might think. Some common examples are:

- **Any time you show a film in the Union or any other public University space** (this is any classroom, lounge, or common area at the University). These spaces are considered "public" spaces, and showing the movie in these areas is the equivalent to showing them in a theater.
- **If you have used publicity to invite your audience to the showing** (this includes but is not limited to mass emails, letters, flyers, and web postings). Because movie rentals are intended for private use, renting them does not provide you with the permission you need to have a public showing in which an audience is invited.
- **If you are charging admission for the showing or an event in conjunction with the showing** (charging for a lecture that will accompany the film, for example). This would be true even if you showed the film at your house, or at another venue off campus.
- **You need permission even if the film showing is for educational purposes.** If the distributor has special permission for films shown for educational purposes, they will still need to give you the written confirmation you need to protect your event under the law, University, and ASUN/Student Activities policy.

- **You do not necessarily need permission if you are showing brief parts of a film.** There are not set rules for what “brief” means in this context, but a general rule is that these snippets are OK when the event is free, when the snippet does not reveal key plot items to the film, when the length of the showing is not substantial, and when it doesn’t affect people’s likelihood of seeing the entire film.
- **Your department may already have permission to show the film.** If you are showing the film in conjunction with an academic department (especially the film department), that department may already have permission. Check with your department to be sure. If permission is already granted, they will be able to show you written proof of the fact.

How can I get permission?

Getting permission for showing most films is fairly simple. For some rare or international films, it may prove to be a bit trickier. However, there are resources on campus to help you if you should have problems. Most “mainstream” films that are distributed for non-commercial use (which is what most campus showings would be) come from one of two main distributors, or you can search for the proper source:

- **SWANK Motion Pictures, Incorporated** – the web site for this company is www.swank.com, and the phone number is 1-800-876-5577. The list of films they distribute is on their web page, but they add new films every day.
- **Criterion** – They are the other big distributor. Their web site is www.criterionpic.com, and their phone number is 1-800-890-9494.
- **Conduct a web search** – a good place to start is www.imdb.com, the Internet Movie Database. Simply go to the site, type your film in the search area on the left, and choose the correct film out of the results. Once you choose your film, go to the “Company Credits” and look up “distribution.”
- **If you STILL can’t find out who distributes the film**, you can call (310) 247-3020, to the Reference Library of the Motion Picture Academy.
- **If you have already done all this, and you STILL can’t find it**, call the Student Activities Office at (775) 784-6589, and ask for Molly McCormack, Assistant Director Student Activities – Clubs & Organizations. She may be able to help you.

What is a film distributor going to ask me?

- Your name, and the name of the organization you are working with
- How you intend to show the film (advertise all over campus vs. to a small group, whether you are charging, what kind of venue you are showing the film in)
- If there is a charge, how your organization will pay for the rights to show the movie.
- Contact information for you organization
- Whether or not you need them to send you a copy of the film

Is this going to cost money?

It might. The only way for you to determine this is to call the distributor, explain under what context the film will be shown, and see what they can do for you. If there is a fee, it will matter whether or not you are charging for the showing, how many people you expect, whether or not you need a copy of the film sent to you, and how often you show films. Have all the information handy about your event when you speak with the film's distributor.

After I have obtained permission, what "proof" does the University need to see?

Once you have obtained the rights, you will receive a written record of your permission to show the film. This is commonly called a "confirmation." If you are being charged, an invoice will follow this confirmation once you show the film. Confirmations can come via the mail, or via email, and will have the film, the date(s) you have permission to show the film, the contact information of your representative from the distribution company, and the format you requested the film in (if the film is being sent to you), and other pertinent information. If a distribution company is unable to provide a confirmation, they should send you a letter or via e-mail that certifies that you have legally obtained the rights to show the film. This should be on letterhead with all contact information of the distributor available.

This is so complicated! Why should I not tell the Union/University that I am showing a film?

Even though it sounds complicated, it really is not difficult to obtain the proper permission to show films on campus. It will definitely take less time and money than defending yourself or your organization in court if you are caught! Intellectual copyright infringement is being prosecuted more and more on college campuses. It is just not worth the risk.

I have more questions. Who can I talk to?

If you have questions specifically regarding the need for permission when showing films, more about copyright information in general, film events, or planning an event around a film, please feel free to contact **Student Activities at (775) 784-6589**. Also feel free to check out this web site:

<http://www.knowledgecenter.unr.edu/depts/reference/webref/copyright.html>.

NOTE: Music copyright infringement falls under the jurisdiction of ASCAP or BMI. For helpful web sites, see www.bmi.com or www.ascap.com (See "A Crash Course in Music Rights for Colleges & Universities."). Other helpful web sites include: <http://www.knowledgecenter.unr.edu/depts/reference/webref/copyright.html> (particularly the tutorial on <http://www.utsystem.edu/ogc/intellectualproperty/cprtindx.htm>), <http://copyright.iupui.edu/checklist.htm> (for Checklist for Fair Use), and <http://www.copyright.gov>.

800.535.8350 Give us a call today!



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Movie Licensing

There are two primary film licensing agencies for the film studios. These film licensing companies do not represent all of the same studios. If the movie you select is not available at one licensing company, contact the other to see if the title is available through them. Some popular movies, such as Star Wars, have not been available for outdoor screenings in years at the request of the copyright holders.

Here are the two film licensing companies that you should contact directly to secure the rights to show a movie at a public venue. The sales reps are very helpful about letting you know about the movies that are scheduled to be released on DVD right before your event.

[Swank Motion Pictures](#) [Criterion USA](#)

Film Licensing FAQ's

Do I need a license?

Yes, unless you are hosting a private party in your own yard. In order to show a movie outdoors on a large screen to a viewing audience, your organization must obtain public performance rights.

How much does it cost?

The cost can range from \$250 to \$600 depending on the studio, title and event date. Licensing costs can fluctuate weekly. Contact your film licensing sales rep for a firm quote.

Who do we pay?

Twilight Zone does not collect your licensing fee. You will be entering into a contract with the licensing agency and you will pay them directly. We will steer in the right direction and explain how to get your account set up with them.

What types of movies can we show?

You can show most movies that have been released on DVD to the home video market. Some current movies that have not yet been released on DVD are available for public showing in VHS format. These are classified as pre-release or premium titles. See the movie selection page for more details.

Does projecting a VHS copy on a large screen affect the quality of the film?

It is true that the clarity of the video and the quality of the audio will not be as crisp as DVD but the majority of people are willing to make that trade-off for the privilege of viewing a title that is not available in stores yet. The other disadvantage of VHS tapes is that they are only available in full screen 4:3 format. Our movie screens are optimized for widescreen images.

When will we receive the movie?

The DVD or VHS tape will arrive two or three days before your event. A pre-paid return shipment label will be included in the box. The licensing company will request that you ship the movie back to them on the next business day.

Can we charge admission fees?

It depends on the details of your event. We recommend that you contact your film licensing rep at Swank or Criterion and explain your situation. Sometimes the cost of the license can change from a flat rate to a percentage of the total gate charges depending on how much you collect.

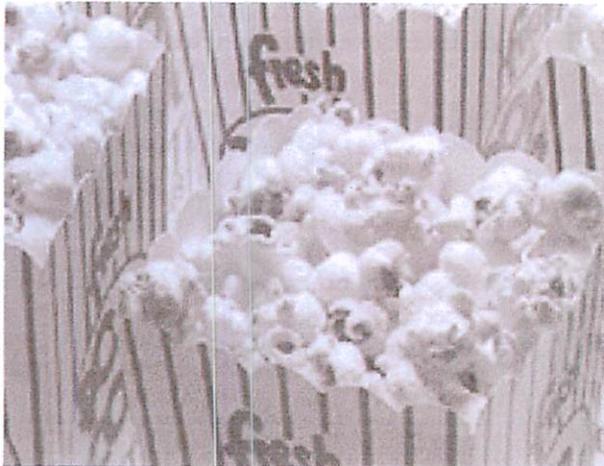


LIONSGATE



FOCUS
FEATURES

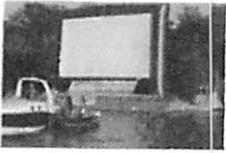
MIRAMAX



Additional Links

- [Movie Licensing](#)
-

Watch our Boat-In Movie



We set up one of our screens out on Lake Minnetonka for everyone on their boats to enjoy.

Watch our Video

- [Home](#)
- [Photo Gallery](#)
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Twilight Zone - Outdoor Cinema Services

- [800.535.8350](tel:800.535.8350)
- movies@tzcinema.com

Serving the Upper Midwest USA

Waterfront Music Jam Session at Gilchrist Park every Thursday Night

Hosted by Everything Punta Gorda.com · Public

Waterfront Music Jam Session at Gilchrist Park every Thursday Night is on Facebook. To connect with Waterfront Music Jam Session at Gilchrist Park every Thursday Night, join Facebook today.

[Join](#) [Log In](#)

 Join  Maybe  Invite  Post to timeline

 Thursday, January 22 at 10:00am - 2:00pm
about 8 months ago

 400 West Retta Esplanade, FL , USA

Event Guests

1 0 0
went maybe invited

About

Every thursday night musicians of all kind gather along the Charlotte Harbor waterfront to jam at Punta Gorda's Guitar Army.

Casual, Comfortable, and Cool along the Harbor. Relax and enjoy a diverse eclectic mix of guitar, bluegrass, jazz, folk and country music in a setting is quintessential Punta Gorda.

Stop by Gilchrist Park between 6.00 p.m. - 10.00 p.m. for some Free entertainment while the sun goes down over the Charlotte Harbor!

Bring a chair and join in or just listen to the a casual jam groups at Gilchrist Park. (Weather permitting)

The gazebo is the centerpiece.

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Free music nights - Gilchrist Park

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"Free music nights" ○○○○○

Review of Gilchrist Park



7 photos

Gilchrist Park

400 W. Retta Esplanade, Punta Gorda, FL 33950 Website

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Ranked #6 of 50 things to do in Punta Gorda

○○○○○ 90 Reviews

Type: Nature & Parks

5 Punta Gorda FL Hotels

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Nonnieandpops New Hope, Pennsylvania

Level 6 Contributor

114 reviews

7 attraction reviews

38 helpful votes

"Free music nights"

○○○○○ Reviewed April 22, 2015 via mobile

Every Thursday and Tuesday night, there are at least two different "pick-up" groups playing in one of the gazebos or pavilions. The music ranges from 50's to today and the singers aren't bad either.

The scenery can't be beat and what's better than kicking back listening to music and watching the sun set over Charlotte Harbor with your favorite company?

Visited April 2015

Helpful? Thank Nonnieandpops Report

Ask Nonnieandpops about Gilchrist Park

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC

90 reviews from our community

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 390 Reviews
 Punta Gorda, Southwest Gulf Coast
 0.1 miles from Gilchrist Park
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- Four Points By Sheraton Punta Gorda Harborside
 806 Reviews
 Punta Gorda, Southwest Gulf Coast
 0.3 miles from Gilchrist Park
[Show Prices](#)
- The Wyvern Hotel Punta Gorda
 405 Reviews
 Punta Gorda, Southwest Gulf Coast
 0.3 miles from Gilchrist Park
[Show Prices](#)

- All reviews children's playground **thursday evenings** pickle ball play music
 great playground nice area to beautiful views of the live music on thursday tennis courts
 shade trees local musicians free music waterfront hotel bike ride
 great place to watch the sunset harbor walk picnic lunch fishing pier car shows
 picnic tables

Hotels near Gilchrist Park

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Gilchrist Park
 90 Reviews

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 (16,504)

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Popular Punta Gorda attractions

Peace River Wildlife Center

- | | | | |
|---|---------------------------------------|--------------------------------------|-------------------------------------|
| Traveler rating | Traveler type | Time of year | Language |
| <input type="checkbox"/> Excellent (20) | <input type="checkbox"/> Families (6) | <input type="checkbox"/> Mar-May (5) | <input type="radio"/> All languages |
| <input type="checkbox"/> Very good (2) | <input type="checkbox"/> Couples (8) | <input type="checkbox"/> Jun-Aug (6) | <input type="radio"/> English (2) |
| <input type="checkbox"/> Average (1) | <input type="checkbox"/> Solo (2) | <input type="checkbox"/> Sep-Nov (5) | <input type="radio"/> French |
| <input type="checkbox"/> Poor (0) | <input type="checkbox"/> Business (0) | <input type="checkbox"/> Dec-Feb (5) | |
| <input type="checkbox"/> Terrible (0) | <input type="checkbox"/> Friends (5) | | |

Showing 23: English reviews that mention thursday evenings Clear all



albert65
 Myerstown, Pennsylvania
Level 2 Contributor
 5 reviews
 3 helpful votes

"Gilchrist Park"

Reviewed January 7, 2016

This park made us make the final decision to move to Punta Gorda. Our first time to the park, we spent most of the day exploring: Fisherman's Village, Harpoon Harry's, the harbor, all of the shops, etc. Then we returned Thursday evening for the music in the park and witnessed our first sunset there. We were totally hooked. We're now building a house in Punta Gorda!

Visited February 2015

Helpful? 1 Thank albert65 Report

Ask albert65 about Gilchrist Park

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC



leaffady67
 Port Charlotte, Florida
Level 2 Contributor
 4 reviews
 4 attraction reviews
 1 helpful vote

"Live Music Jam Sessions" By The Water"

Reviewed December 15, 2015

I've Traveled All Over & Never Found Anything Quite Like This! This park is lovely throughout the day with many things to do and relax.. but Thursday evenings it becomes a joy for acoustic music lovers. 6-9 (depending on weather) like minded folk show up at the 3 waterfront pavilions with instruments of all kind to meet and play music! From traditional country & bluegrass , modern country (60's-70's) to 60's-70's rock. Feel free to bring an instrument(one night there were 3, THREE, upright bases) and sing along. I roam & sing some harmony here and there. Every time I'm here, I try to catch as many as I can.



Visited December 2015

Helpful? 1 Thank leaffady67 Report

Ask leaffady67 about Gilchrist Park

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC



dredmonds
Punta Gorda, Florida
Level 8 Contributor

- 17 reviews
- 9 attraction reviews
- 19 helpful votes

"Beautiful View"

★★★★★ Reviewed October 20, 2015

A lovely view of the Charlotte Harbor becomes breath-taking at sunset. Nice landscaping provides interest to walks, biking, or even bench-sitting. Children's playground and tennis courts plus 3 pavilions provided. You might find yoga, tai chi, or other programs happening. On Thursday evenings many bands jam in the pavilions or on the grass. Something for everyone here.

Visited October 2015

Helpful? 1 Thank dredmonds Report

Ask dredmonds about Gilchrist Park

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC



Executive C
Punta Gorda, Florida
Level 6 Contributor

- 117 reviews
- 56 attraction reviews
- 52 helpful votes

"Great water front attraction."

★★★★★ Reviewed July 22, 2015

Very well maintained attraction. That offers a chance to see wild Green parrots in flight. Be sure to visit on Thursday evenings. To listen to the local musicians gather and play.



Visited August 2014

Helpful? Thank Executive C Report

Ask Executive C about Gilchrist Park

This review is the subjective opinion of a TripAdvisor member and not of TripAdvisor LLC

- Muscle Car City Museum
- Fishermen's Village
- Military Heritage Museum
- Gilchrist Park
- Octagon Wildlife Sanctuary And Rehabilitation Center
- Laisley Park
- Sandman Book Company
- Babcock Ranch Preserve
- Ponce de Leon Park
- Three Suns Ranch
- Fred C. Babcock-Cecil M. Webb Wildlife Management Area
- Punta Gorda History Park
- Punta Gorda Train Depot
- Alligator Creek Preserve
- Blanchard House Museum
- Harbor Heights Park
- Punta Gorda Speedway
- Punta Gorda Nature Park
- A. C. Freeman House

Previous **Next**
1 2 ... 7

Travelers who viewed Gilchrist Park also viewed

Peace River Wildlife Center

★★★★★ 464 Reviews
Punta Gorda, Southwest Gulf Coast



Fishermen's Village

★★★★★ 885 Reviews
Punta Gorda, Southwest Gulf Coast

Laisley Park

★★★★★ 71 Reviews
Punta Gorda, Southwest Gulf Coast

Octagon Wildlife Sanctuary And Rehabilitation Center

★★★★★ 132 Reviews
Punta Gorda, Southwest Gulf Coast

All things to do in Punta Gorda (71)

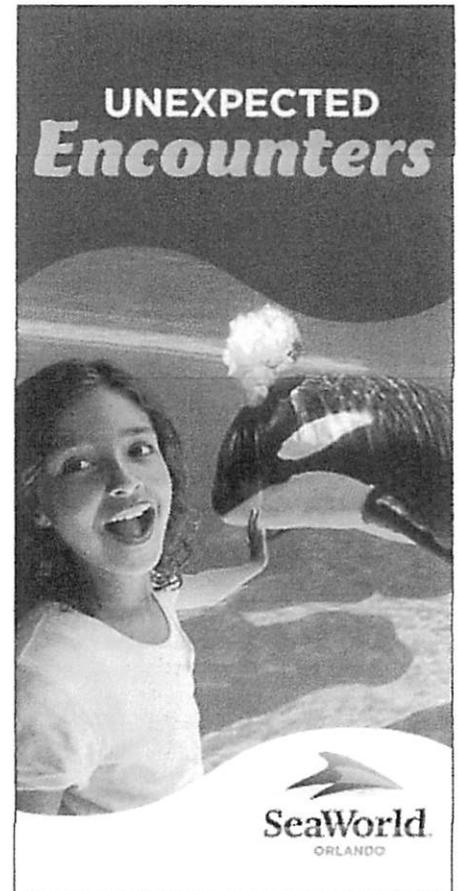
Been to Gilchrist Park? Share your experiences!

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Popular Hotels

- Hampton Inn Port Charlotte / Punta Gorda
4.0 out of 5, 330 reviews
Last reviewed Mar 31, 2016
- Knights Inn Punta Gorda
3.5 out of 5, 114 reviews
Last reviewed Mar 28, 2016



Gulf Beach Resort Motel
4.0 out of 5, 177 reviews
Last reviewed Mar 26, 2016

PG Waterfront Hotel & Suites
3.5 out of 5, 390 reviews
Last reviewed Mar 26, 2016

Americas Best Value Inn-Bradenton/Sarasota
4.0 out of 5, 298 reviews
Last reviewed Mar 24, 2016

La Quinta Inn & Suites Fort Myers Airport
4.5 out of 5, 339 reviews
Last reviewed Mar 23, 2016

Budget Inn
3.0 out of 5, 47 reviews
Last reviewed Mar 22, 2016

Siesta Sands Beach Resort
4.5 out of 5, 107 reviews
Last reviewed Mar 21, 2016

Pelican Shore Cottages
4.5 out of 5, 14 reviews
Last reviewed Mar 10, 2016

Hidden Harbor Suites
3.5 out of 5, 29 reviews
Last reviewed Mar 6, 2016

Tropical Bay Inn
3.5 out of 5, 5 reviews
Last reviewed Mar 7, 2016

American Inn
3.5 out of 5, 22 reviews
Last reviewed Mar 5, 2016

Two Fish Inn
4.5 out of 5, 32 reviews
Last reviewed Feb 19, 2016

Charlotte Bay Resort
4.0 out of 5, 19 reviews
Last reviewed Jan 19, 2016

Flamingo Motel And Apartments
2.0 out of 5, 8 reviews
Last reviewed Jan 6, 2016

Punta Gorda resources

[Punta Gorda Maps](#)

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[Hotels near Charlotte Local Education Foundation](#)

[Hotels near Southwest Florida College](#)

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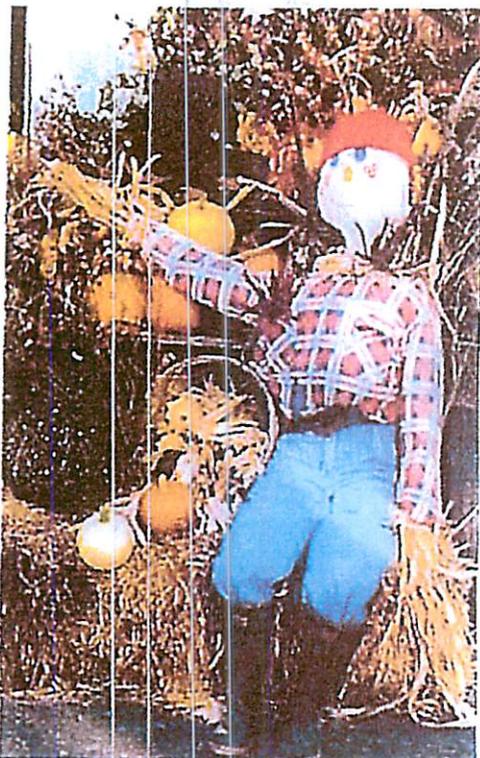
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Scarecrow Festival in Georgia

by Laura Kalinowski, Demand Media 



Each scarecrow in the event is different.

Photos.com/Photos.com/Getty Images

If a festival is going to have scarecrows, why not set a record. That's the attitude of Hoschton, Georgia, where every fall, the city's Fall Festival has so many scarecrows that the annual event holds the Guinness Book of Records title -- in 2008, the Scarecrow Stampede had more than 5,440 scarecrows. Although the scarecrows are one of the main attractions, there is much more to this fall festival than meets the eye.

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Establishing the Record

To be officially eligible for a Guinness Book of Records title for the most scarecrows, the Guinness World Records required that Hoschton photograph each scarecrow to prove the claim legitimate. In 2008, the city enlisted the services of four photographers to capture the plethora of straw creatures. In addition, two "reputable" individuals from Hoschton had to verify in writing the number of scarecrows present. Guinness took six weeks to verify the record.

Making the Scarecrows

Although Hoschton has scarecrows at each of its fall festivals in large numbers, 2008 was the year that set the record. The

businesspeople held workshops daily leading up to the record in 2008 to [help](#) Hoschton's citizens creatively and effectively assemble their own scarecrows.

Strength in Numbers

According to Hoschton's website, the city saw this as an opportunity to bolster the strength of its Fall Festival within Georgia. Not only do the scarecrows make excellent and appropriate decorations for the festival, the website noted, but attempting to set the record helped build pride and excitement in the community. Town officials have noted the scarecrows' implicit impact on the local economy. When the festival is over, Hoschton [schools](#) can use the scarecrows to teach social studies and history lessons. Perhaps most importantly, the town's website noted, the scarecrows "guard the festival from the crows who might gather and cause trouble for the event."

When and Where to Find the Scarecrows

Hoschton's Fall Festival is held annually the last weekend of September. Along with scarecrows, activities include concerts, parade, crafts and food vendors and a Sunday worship service. Guests attending the festival will not have any problem finding the scarecrows. Local businesswoman Robbie Bettis told The Atlanta Journal-Constitution that scarecrows are not only on the festival grounds, but, "they're in every subdivision, every nook and cranny. I mean, they're everywhere."

References

[Main Street News: Scarecrow World Record](#)

[Atlanta Journal-Constitution: Scarecrow Record](#)

[Word Records Academy: Hoschton](#)

[Hoschton, GA](#)

Resources

[Brasleton News Today: Scarecrow Record](#)

[YouTube: Scarecrow World Record](#)

[YouTube: Hoschton Scarecrows](#)

[Houghton Fall Festival: Map](#)

About the Author

Laura Kalinowski has been a professional writer since 2001. She has written for print, television and online publications, including "The Weekly Standard" and Wisconsin Public Television. Kalinowski holds a Bachelor of Arts in journalism from the University of Wisconsin at Madison.

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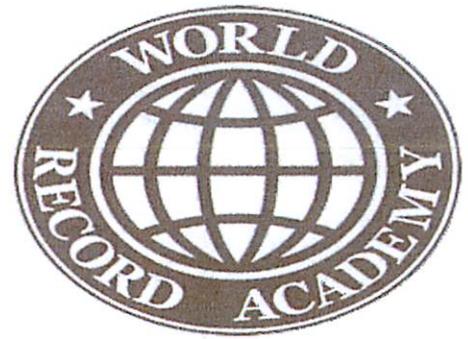
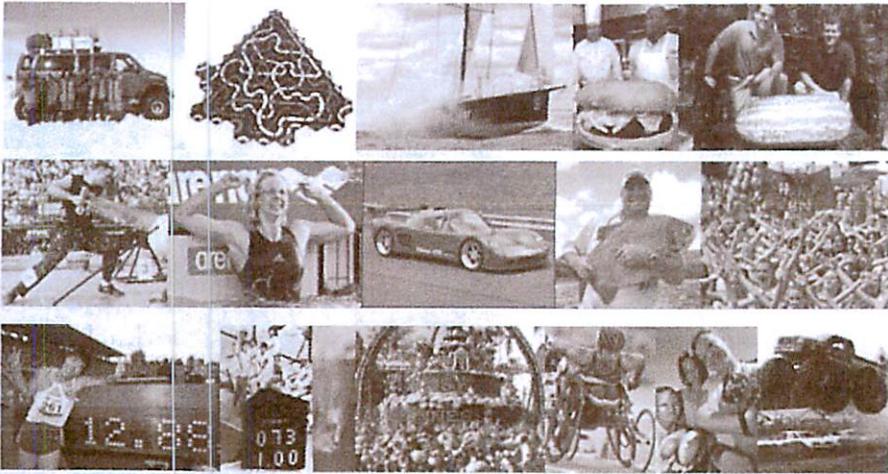
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Most Scarecrows in one location-world record set by the Hoschton Scarecrow Stampede

HOSCHTON, GA, USA -- Organizers of the **Hoschton Scarecrow Stampede** had documented proof of 5,441 scarecrows -setting the new world record for the **Most Scarecrows in one location.**



Photo: The Hoschen "scarecrow-a-thon" was the brainchild of local businesswoman Robbie Bettis, who said the record is an attempt at boosting the town's profile.

[\(enlarge photo\)](#)

"They're in every subdivision, every nook and cranny," Bettis said of the scarecrows. "I mean, they are everywhere."

...They are. Scarecrows line Ga. 53, the main drag. They peep from porches and grin from garages. They're clad as children, old people, businessmen, church-goers, football players, vamps, preachers, convicts, mechanics, carpenters, superheroes and more. All, said Bettis, are a labor of civic pride, made by children, old people, businessmen, church-goers and more. -wrote "The Atlanta Journal-Constitution"

Mayor Bill Copenhaver set the town's goal at 4,000 to ensure it would beat the Cincinnati Horticultural Society's record for the most scarecrows in one location. The group's 2003 Flower and Farm Fest had 3,311 of them in 2003.

Hoschton residents called on Georgia Insurance and Safety Fire Commissioner John Oxedine and Jackson County Chamber of Commerce director Shane Short to verify the numbers Tuesday afternoon.

Business owner Robbie Bettis hold daily scarecrow making workshops to teach the town's 1,700 residents how to make scarecrows.

As part of world records' requirements, scarecrows must have a stand, be stuffed and "scare crows."

Part of the process required in competing for the title was to photograph each scarecrow individually before placing it in the ground and numbering each one.

In addition to Hoschton residents, people from different towns



[Hoschton "Scarecrow capital of the world"!!](#)



[Hoschton 2008 Scarecrow Stampede](#)



[Hoschton 2008 scarecrow stampede-part two](#)

helped, including Hiawassee, Loganville, Monroe, Atlanta. There even was some out-of-state help from residents of Tennessee.

Some of the scarecrows are pretty elaborate. But, with so many styles and sizes, what exactly constitutes a scarecrow?

"Who knows? Whatever you want it to be [...] it can be a simple shirt on a pole in the middle of a field or it can be something more elaborate," Mayor Copenhaver tells Newschannel 32.

Mayor Copenhaver says people, not just the Hoschton residents, have enjoyed making the scarecrows. "We've had people from out of state bringing in scarecrows wanting to put them up in town," says Mayor Copenhaver.

Hoschton (properly pronounced like PUSH-ton, but with an H, according to the Jackson County Area Chamber of Commerce) hosts the annual **Hoschton Fall Festival** during the weekend of Sept. 26-27, and visitors can catch a free event Sept. 27-28 at Château Élan's Equestrian Center.

Hoschton is located about an hour north of Atlanta on Hwy 53 East.

Their reasons to set the world record for the **Most Scarecrows in one location**? According to their official website, the reasons are:

- * to gain a huge amount of positive publicity & wonderful decorations for the Hoschton Fall Festival.
- * to build excitement among citizens with a community-wide project and to build pride in Hoschton.
- * to have an indirect economic impact on local businesses.
- * to help the schools teach using scarecrows as examples.
- * to put Hoschton "on the map."
- * to guard the festival from the crows who might gather and cause trouble for the event, and to raise awareness of the farming history of our area.

Sponsor of the event:

Noodlehead Studios: Your one stop creative firm for graphic design, web design, video production, and new media marketing.

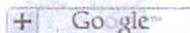
The previous world record for the **Most Scarecrows in one location** was set in 2003 in Ohio with 3,311 scarecrows.

Although the cut-off date was September first, some people say they plan to keep their scarecrows up through Halloween. And, the mayor does not plan to do this again next year.

"We thought if we gave people something fun to do, then maybe they will forget about the difficult economy," said antique dealer Robbie Bettis, who is leading the effort along with her husband Fred.

More photos: [2008 Scarecrow Stampede Web Album](#)

Saturday, September 20, 2008



[[Submit a world record](#)] [[World Record Certificate](#)]

[[Book of World Records](#)] [[World Records Store](#)] [[Club](#)]



[Scarecrows in Hoschton](#)



[Hoschton Scarecrows](#)



[Hoschton GA Scarecrow World Record](#)

AGENDA No. 7



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: April 19, 2016

DEPARTMENT: Administration

SUBJECT: Minutes from Regular Meeting on April 5, 2016

RECOMMENDED MOTION: Approval of April 5, 2016 Meeting Minutes as presented.

SUMMARY:

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

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

Department Head: Penny Delaney

Date: 04/07/16

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart

Date: 4-11-16

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, APRIL 5, 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

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

Arcadia City Council

Deputy Mayor Frierson	Councilmember Judy Wertz-Strickland
Councilmember S. Delshay Turner	Councilmember Joseph E. Fink

Mayor Susan Coker not in attendance due to illness.

Arcadia City Staff

City Administrator Terry Stewart	Human Resource Manager Linda Lowe
City Clerk Penny Delaney	Finance Director Beth Carsten
City Attorney T.J. Wohl	Lieutenant Gary Evans

PRESENTATION

Agenda Item 1 – Proclamation – Donate Life Month

Deputy Mayor Frierson presented James Lavery, on behalf of LifeLink Foundation, Inc., with the proclamation regarding Donate Life Month. Mr. Lavery stated he was a recipient of an organ donation. He spoke of the foundation and encouraged individuals to consider the matter of organ donation.

Agenda Item 2 – Personnel Policy Manual

City Administrator Stewart advised the purpose of the presentation was for presentation only and City Council was not being asked to vote on it that evening. He explained the purpose was to get it to Council ahead of time to allow them to get a general understanding of what they will be seeing before them at the next City Council meeting. Mr. Stewart explained that Mrs. Lowe would not be going into exact detail on every item. He stated that the purpose was for City Council to understand what they have before them and between this meeting and the next

City Council Meeting Minutes

April 5, 2016

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meeting, staff would be happy to meet at Council's request to review each and every item to help them understand the recommended changes and why those recommended changes exist. Human Resource Manager Linda Lowe stated this was being brought to Council for informational purposes only to call their attention to recent modifications made to the manual. She explained the modifications had been made by Brian Koji, the City's labor attorney, and stated those changes were made in blue. She further explained the modifications were based on the changes to the labor law, most notably Chapter 16 as it refers to the drug-free workplace and the alcohol policy. She also advised other modifications had been made by her and City Administrator Stewart working together and those were made to remove conflicts within the manual and those modifications were made in red. Mrs. Lowe explained the other changes were made for better operations of the City and to make a part of the personnel policy items that had been in practice within the City, but had never been included in the policy, i.e., the use of City vehicles. She explained the more significant of the modifications that are being looked at are the following: Chapter 5.60 on page 20 as Council sees it today which references on-call and Chapter 12, Article 35, on page 47 which references sick leave accumulation. She restated that staff would be bringing the manual back to Council at the next meeting for action.

City Administrator Stewart stated it was his understanding that the last time Council addressed this issue, they were not properly informed and he did not want Council to be in that position again. He stated he and Mrs. Lowe would be available to answer any questions they may have so that the next time it comes before Council, they will have a full understanding of what is being presented to them.

City Administrator Stewart addressed the modification regarding the accumulation of sick leave which had been significantly restricted. He pointed out that the accumulation of sick leave and the pay out of sick leave were two (2) different things. He stated the crux of the issue was how much would be paid out when an employee leaves. Mr. Stewart advised it is being recommended to Council that employees be able to accumulate unlimited amounts of sick leave and the issue of the payouts will be addressed in a different fashion. He recommended that the sick leave be returned to the employees and asked Council to consider such.

Mrs. Lowe updated Council regarding the compensation and class study. She advised she had been working with Oel Wingo who had worked with the City regarding the goal setting strategy and Mrs. Lowe further advised that Ms. Wingo was donating her time to the City regarding the study. Mrs. Lowe informed Council that staff's goal was to have all the information gathered by June 1, 2016. Deputy Mayor Frierson asked if staff felt Council would be able to deal with this at a regular meeting and after much discussion, City Administrator Stewart stated that he believed Council had had the information for ten (10) days and will have it for another two (2) weeks plus, so he felt there was plenty of time to sit down with Council to review any questions they may have. He further stated that if at the point they get to that meeting and they do not feel comfortable proceeding without a workshop, to please advise staff. Councilmember Wertz-Strickland pointed out benefits of an employee having accumulated sick leave.

CONSENT AGENDA

Agenda Item 3 – City Council Minutes for Meeting on March 15, 2016

Agenda Item 4- Special Event Permit – Decorate a Pole Event

Agenda Item 5 – Special Event Permit – Scarecrows on Oak Street Event

Agenda Item 6 – Special Event Permit – Arcadia Main Street Wine Walk

Agenda Item 7 – Special Event Permit – Arcadia Heritage Festival

Agenda Item 8 - Special Event Permit - Super Jaripeo Bravio Event

Councilmember Wertz-Strickland made a motion to accept the Consent Agenda and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

ACTION ITEMS

Agenda Item 9 – Ordinance No. 1013 – Amending Two (2) Parcels of Land (Parcel Number 25-37-24-0012-0220-0120 and Parcel Number 25-37-24-0012-0220-0125) totaling 0.5 acres located at 102 North Brevard Avenue and 110 North Brevard Avenue from the Zoning of City P-1 (Professional Office) to City B-3 (General Business Commercial District) – First Reading

Councilmember Fink made a motion to have the ordinance read by title only and Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 4/0, approved. At this time, the City Clerk read Ordinance No. 1013 by title only.

Ron Borchert of the Central Florida Regional Planning Council was in attendance in the absence of Jeff Schmucker. He advised that the Planning and Zoning Board recommended approval of the amendment. He stated the B-3 fits the area and is in keeping with what is already in that area. Mr. Borchert stated it was consistent with the comprehensive plan and the underlying land use does permit this type of zoning without a land use change. He stated the subject property and surrounding properties have a business future land use and the character in the area is mixed use commercial and public governmental planning uses. He further stated the proposed zoning and uses permitted within the B-3 district are compatible with existing uses and the character of the area. Mr. Borchert advised there were public facilities and services, public water, sanitary sewer and solid waste available to serve the site. He stated transportation was not anticipated to negatively impact the area, but further studies would need to be done upon development. He also stated there would be no impact to the schools. Councilmember Wertz-Strickland made a motion to approve Ordinance 1013 on the first reading and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

Agenda Item 10 – Tourist and Development Tax Committee Appointment

City Administrator Stewart explained the Tourist and Development Tax Committee have members from the City of Arcadia that are appointed by the City Council. He stated there have been an appointment and an alternate, Councilmember Fink and Deputy Mayor Frierson,

City Council Meeting Minutes

April 5, 2016

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respectively. Mr. Stewart explained that Councilmember Fink had religiously attended those meetings, but the meeting days have changed and it will now require him to close his business in order to attend the meetings so Councilmember Fink has indicated he will now not be able to carry the responsibility. There was much discussion regarding whether there were two (2) representatives or one (1) representative and one (1) alternate. City Administrator Stewart asked if they would like to table the item for the next meeting until staff could receive clarification. Councilmember Fink made a motion to table the item until the next meeting and Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

Agenda Item 11 – Approval of GovDeals.com as the City’s Internet Surplus Items Auction Site

City Administrator Stewart asked the Council for their approval to enter into a non-exclusive agreement. He stated he had used the service in three (3) of the cities he had worked and in Cape Coral, they had used an on-site auctioneer prior to using Govdeals. He further stated that after they implemented the use of Govdeals, their proceeds from their surplus items sales went up two hundred percent (200%). Mr. Stewart advised that it was similar to E-bay except it was for surplus government items and it had a nationwide reach. Mr. Stewart explained that any surplus items would be listed on the inventory and items that were recommended for disposal would be brought to a Council meeting for Council’s approval. He stated each one would identify the item, when it was purchased, etc., and why it was no longer of use to the City. He explained that he was asking Council to approve for the City to enter into a Memorandum of Understanding with Govdeals that would enable the City to utilize their site. He stated it would not tie them only to Govdeals and they could use other methodologies at any time they so chose. Councilmember Wertz-Strickland made a motion to allow the City Administrator to let the City set up with Govdeals.com and Councilmember Fink seconded the motion. After being questioned from various Council members regarding fees and whether it was open to the public, City Administrator Stewart advised there was a fee (based on percentage) when an item is sold, but it could be wrapped into the sale of the item so that the purchaser pays the fee, there is no set up fee, annual fee or minimum amount, and that it was open to everyone. No discussion followed and it was unanimously, 4/0, approved.

Agenda Item 12 – Request Approval of Roadway and Paving Repairs Unit Pricing, Bid No. 2016-02

Finance Director Carsten advised that for the 2015-16 budget year, Council made a very wise decision to set aside One Million and 00/100 Dollars (\$1,000,000.00) to pave the City’s roads. She informed Council that in February the City had issued an invitation to bid which was bid number 2016-02 for the roadway and paving repairs unit pricing bid. She stated it closed on March 28, 2016 and two (2) bids were received. She advised that she had enclosed in the amended agenda the unit pricing bid tabulations and staff had reviewed same to ensure the bids were responsive and responsible. Ms. Carsten stated that staff had determined that the lowest responsive and responsible bidder is AJAX and was recommending that Council award the bid to AJAX. She stated that she had spoken with the representative from AJAX and they have advised

that if the City should go forward with an agreement, they were looking at being able to start by the end of April or the very beginning of May. City Administration Stewart stated that the work the City had identified had been estimated to probably use up the amount of money that was budgeted, but the bid came in at such a good price that it is just a little more than half of what Council had set aside. Mr. Stewart advised Council that staff was only asking, at this point, for Five Hundred Five Thousand Nine Hundred Fifty and 00/100 Dollars (\$505,950.00) and because there is additional money within the budgeted fund, staff would come back and ask Council, at a later date, regarding additional work. Councilmember Fink asked for confirmation that One Hundred Thousand and 00/100 Dollars (\$100,000.00) had been taken out of the fund and City Administrator Stewart confirmed that Council had moved stated figure out of the fund in order to provide for the pothole repair program. He stated Council had authorized the purchase of a vehicle to tow the trailer mounted hot patch machine and Council authorized the purchase of the machine, plus Council had moved money into accounts to provide for two (2) part-time employees whose full time work will be pothole patching. Councilmember Fink asked for confirmation that they will still have Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$395,000.00) and Mr. Stewart confirmed they would roughly have said figure remaining. Councilmember Wertz-Strickland made a motion to approve that AJAX Paving Industries of Florida, LLC for Five Hundred Five Thousand Nine Hundred Fifty and 00/100 Dollars (\$505,950.00) and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 4/0, approved. Councilmember Wertz-Strickland stated that she thought the City Administrator, Beth Carsten, Steve Underwood and whoever else was involved had done an excellent job regarding getting this all put together.

Deputy Mayor Frierson pointed out that this does not cover the emergencies. The emergencies are being covered by the money in R/R which is due to the increases that had been made. She felt it was fantastic that there was money in R/R to cover the emergency in addition to doing the road paving. No discussion followed and it was unanimously, 4/0, approved.

Ms. Carsten advised they also needed a motion for staff to enter into the agreement. Councilmember Fink made such motion and Councilmember Wertz Strickland seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

COMMENTS FROM DEPARTMENTS

Lieutenant Gary Evans attended the meeting in the absence of Marshal Anderson and provided City Council with the Police Department Monthly Report. He then stated he was there to address any concerns the Council or the public may have and there were none.

City Attorney Wohl advised he had a couple of meetings with the City Administrator and Utilities Director A.J. Berndt regarding a mandatory sewer connection ordinance. He stated he is working on the ordinance and it will allow the City to take advantage of a Florida Statute that allows the City to apply certain regulations requiring individuals to connect to the sewer when those lines become available. He explained that without the ordinance, there is a one (1) year period in which they have to notify that the City is coming and once the line is there, the City has to provide another one (1) year notice to connect. He advised, with the ordinance, with most

municipalities who utilize this, it is a ninety (90) day notice requiring them to connect provided the sewer line is available. After further discussion that included mandatory water hookup, Mr. Wohl advised that it should come before Council within a couple of months and hopefully before that.

City Administrator Stewart referenced the meeting he, Shelley Peacock and the City Attorney had had with the FBO at the airport and their attorney. He advised he felt the meeting was productive and he gave a shout-out to opposing counsel, John McClure, who, although there was a mix-up with scheduling a prior meeting, had sent a check to cover the City's attorney's fees for attendance at said meeting.

Regarding use of the inmates from the Department of Corrections, Mr. Stewart advised the state has a budget that runs from July 1st through June 30th of each year and they were preparing their budget for the coming year. He advised they are not asking for approval of the agreement at this time, but are asking whether the City has the intent to utilize those services again next year. It was the general consensus for the City Administrator to inform DCI that the City would be utilizing the prisoners again.

He advised that staff had met the deadline regarding the Airport RFQ. He stated that normally such is not brought before the Council, but they had specifically asked staff to do so and it will be brought to Council at the next meeting and they will be asked for approval to place it on the street.

City Administrator Stewart also advised that staff is working on a healthcare RFP which will be brought before Council in the not too distant future.

He then addressed a sinkhole on Whidden between Mills and Hillsborough which is due to a deteriorated stormwater drain. Staff was able to do a temporary repair that will last long enough for staff to get prices in the appropriate manner instead of doing it as an emergency and he advised it will be coming before Council.

Mr. Stewart then advised that he had received a request from the Arcadian asking whether the City Administrator would like to do a similar article as to what the County does with the County Administrator informing the public as to what is happening in the County. He stated that the purpose of it was to inform the public of what is happening within the City and not to be used as a venue for the City Administrator to push or recommend a policy. It was the Council's general consensus to proceed with such. Mr. Stewart advised he would respond to the Arcadian, will inform Council when they propose to have his first column and will provide Council with such before it hits the newspaper.

PUBLIC

Vince Sica, CEO of DeSoto Memorial Hospital addressed City Council and spoke of an incident at the hospital in which the Arcadia Police Department was called for assistance. He also spoke of a former police officer who was also there at the time who intervened and helped

control the situation until the police could arrive. He then extended his appreciation to the officers who were called to the scene and identified the former police officer as being Councilmember S.D. Turner. Mr. Sica thanked the Arcadia Police Department and Councilmember Turner for their response and protection.

MAYOR AND COUNCIL REPORTS

Councilmember Fink advised he had been contacted by the Peace River Shopper regarding the graduation insert. He stated that past practice has been to place an advertisement in both the Arcadian and the Peace River Shopper for graduating seniors at DeSoto High School. He advised the Arcadian's fee is Two Hundred Thirty-Six and 00/100 Dollars (\$236.00) and the Peace River Shopper's fee is One Hundred Seventy-Five and 00/100 Dollars (\$175.00) for the same type of advertisement that the City ran last year. Councilmember Fink made a motion to run the advertisements and Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

Councilmember Fink stated he was very proud of the financial strides that the City had made over the last four (4) years and that roadways are being improved. He stated he was also very proud of the City Administrator that Council had hired. With that said, he stated people are constantly commenting to him regarding code enforcement and he felt the City needed to do something with code enforcement; possibly a workshop. City Administrator Stewart thanked him for his kind words and Mr. Stewart then advised that staff was working with the Property Maintenance Standards Review Committee regarding the International Property Maintenance Code (IPMC). He stated that it would be on the agenda for the first meeting in May unless Councilmember Fink felt otherwise. Mr. Stewart stated that he believed the IPMC will cover all of the issues that have been discussed. He stated there is a process that the State of Florida requires code enforcement to utilize to be able to take people to a code violation hearing and have the hearing officer make an appropriate decision and he pointed out that still has to be followed.

ADJOURN

Councilmember Wertz-Strickland made a motion to adjourn and Councilmember Turner 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 7:15 P.M.

ADOPTED THIS ___ DAY OF _____, 2016.

ATEST:

By:

Alice Frierson, Deputy Mayor

Penny Delaney, City Clerk

City Council Meeting Minutes

April 5, 2016

Page 7 of 7

AGENDA No. 8



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: April 19, 2016

DEPARTMENT: Administration

SUBJECT: City of Arcadia Municipal Airport Report

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

SUMMARY:

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

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

Department Head: _____ Date: _____

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

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

City Administrator: Terry Stewart  _____ Date: 4-11-16

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



City of Arcadia Municipal Airport

Monthly Flowage Report- February 2016

To: City Council

Date: April 7, 2016

From: Shelley Peacock

AVFuel gallons sold for February 2,847.97 gallons (including Eagle Vistas)

Eagle Vistas Gallons Pumped 1,029.68

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

1,818.3 / \$.07 = \$127.28

Hangar Rent	\$ 7,155.23
Late Fees Collected	\$ 10.00
Vehicle Parking- \$ 30.00/5%	\$1.50
Eagle Vistas LLC (Butler Building)	\$ 1,120.15
Eagle Vistas LLC (FBO Agreement w/ partial waiver)	\$ 844.58
Eagle Vistas Agreement w/Dean Ott \$300.00/5% (Butler Building)	\$13.95
Tie Downs	\$95.00/50%=\$47.50

Total \$9,320.19

Special Notes

A2- paid 2 months, Jan & Feb.
A4- paid Jan, Feb, & March
A8 paid Feb & March
A10 paid Jan & Feb.

January \$8,572.81

+\$747.38

AGENDA No. 9



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: April 19, 2016

DEPARTMENT: Planning and Zoning
SUBJECT: Request for rezoning of Parcel #s 25-37-24-0012-0220-0120 & 25-37-24-0012-0220-0125

RECOMMENDED MOTION:

SUMMARY: **ORDINANCE 1013**

This is the **Second Reading (Adoption Hearing) of Ordinance 1013**, an applicant-initiated request to change the zoning of two (2) parcels of land (Parcel #s 25-37-24-0012-0220-0120 and 25-37-24-0012-0220-0125) totaling 0.5 acres located at 102 North Brevard Avenue and 110 North Brevard Avenue from the zoning of City P-1 (Professional Office) to City B-3 (General Business Commercial District).

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

ATTACHMENTS: (X) Ordinance () Resolution () Budget (X) Other – Staff Report & Application

Department Head: _____ Date: _____

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

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

City Administrator: Terrance Stewart  Date: 4-11-16

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

ORDINANCE 1013

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ARCADIA, FLORIDA, AMENDING TWO (2) PARCELS OF LAND (PARCEL NUMBERS 25-37-24-0012-0220-0120 AND 25-37-24-0012-0220-0125) TOTALING 0.5 ACRES LOCATED AT 102 NORTH BREVARD AVENUE AND 110 NORTH BREVARD AVENUE FROM THE ZONING OF CITY P-1 (PROFESSIONAL OFFICE) TO CITY B-3 (GENERAL BUSINESS COMMERCIAL DISTRICT); PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Arcadia held meetings and hearings regarding the parcels shown in Exhibit "A", with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

WHEREAS, in exercise of its authority, the City Council of the City of Arcadia has determined it necessary to amend the Official Zoning Map to change the City zoning classification assigned to this parcel.

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

Section 1. The official zoning map of the City of Arcadia is amended so as to assign the City zoning classification of City B-3 (General Business Commercial District) to the parcels located at 102 North Brevard Avenue and 110 North Brevard Avenue (Parcel Numbers 25-37-24-0012-0220-0120 and 25-37-24-0012-0220-0125) having a cumulative total of 0.5-acres, as shown in Exhibit "A".

Section 2. **Severability:** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3. **Effective Date:** The effective date of this ordinance shall be the date of its adoption.

This Ordinance shall be codified in the Code of Ordinances of the City of Arcadia, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Arcadia. The City Clerk shall also make copies available to the public for a reasonable publication charge.

INTRODUCED AND PASSED on First Reading the _____ day of _____, 2016.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the City Council of Arcadia, Florida, this _____ day of _____, 2016.

CITY OF ARCADIA, FLORIDA

Susan Coker, Mayor

ATTEST:

Penny Delaney, City Clerk

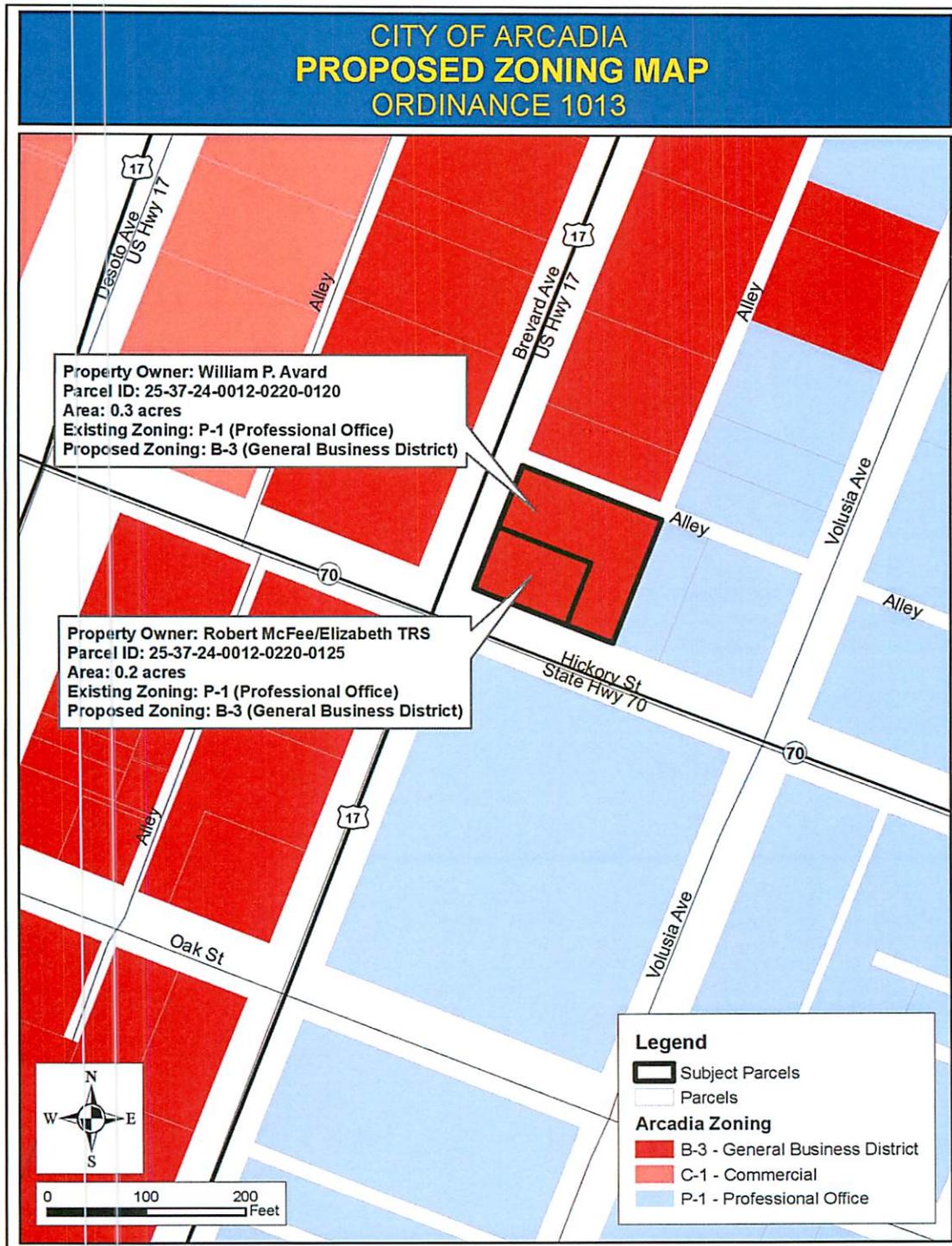
Approved as to form:

Thomas J. Wohl, City Attorney

Motion made by _____, seconded by _____.

The vote was ____ for ____ against with ____ abstentions and ____ absent

EXHIBIT "A"





**CITY OF ARCADIA
ZONING AMENDMENT
OVERVIEW REPORT
April 19, 2016**

TO: City of Arcadia, City Council

FROM: Jeff Schmucker, Senior Planner, Central Florida Regional Planning Council

SUBJECT: **Ordinance 1013:**

An applicant-initiated amendment to the Official Zoning Map of the City of Arcadia, Florida, amending two (2) parcels of land (Parcel Numbers 25-37-24-0012-0220-0120 and 25-37-24-0012-0220-0125) totaling 0.5 acres located at 102 North Brevard Avenue and 110 North Brevard Avenue from the zoning of City P-1 (Professional Office) to City B-3 (General Business Commercial District).

AGENDA DATE:

February 9, 2016, 4:00 PM: Planning and Zoning Board (Public Hearing)
March 8, 2016, 4:00 PM: Planning and Zoning Board (Public Hearing)
April 5, 2016, 6:00 PM: City Council – Ordinance 1013 (First Reading)
April 19, 2016, 6:00 PM: City Council – Ordinance 1013 (Adoption Public Hearing)

PLANNING & ZONING BOARD ACTION:

On Tuesday, February 9, 2016, the City of Arcadia Planning & Zoning Board voted unanimously to forward a proposed Future Land Use Map Amendment pertaining to Parcel# 25-37-24-0012-0220-0120 to the City Council **with a recommendation of approval.**

On Tuesday, March 8, 2016, the City of Arcadia Planning & Zoning Board voted unanimously to forward a proposed Future Land Use Map Amendment pertaining to Parcel# 25-37-24-0012-0220-0125 to the City Council **with a recommendation of approval.**

CITY COUNCIL ACTION:

On Tuesday, April 5, 2016, the City of Arcadia City voted unanimously to **approve the First Reading of Ordinance 1013.**

CITY COUNCIL MOTION OPTIONS:

1. I move the City Council **approve** Ordinance 1013.
2. I move the City Council **approve with changes** Ordinance 1013.
3. I move the City Council **deny** Ordinance 1013.

ATTACHMENTS:

- Aerial Photo Map
- Future Land Use Map
- Existing Zoning Map
- Proposed Zoning Map
- Rezoning Applications
 - 16-01 RZ (110 North Brevard Avenue)
 - 16-01 RZ-Amended (102 North Brevard Avenue)
- Signed Owner’s/Agent Affidavit forms

OVERVIEW:

Applicant	Ted Zolkos (Turner Realty)
Property Owners	Robert McFee/Elizabeth TRS (102 North Brevard)
	William P. Avard (110 North Brevard)
Parcel IDs	25-37-24-0012-0220-0125 (102 North Brevard) – 0.2 acres
	25-37-24-0012-0220-0120 (110 North Brevard) – 0.3 acres
Subject Area (Total)	0.5 acres
Existing Future Land Use	Business
Existing Zoning	P-1 (Professional Office)
Proposed Zoning	B-3 (General Business Commercial District)
Previous Hearings	None

Mr. Ted Zolkos of Turner Realty (‘applicant’) on behalf of property owners Robert McFee/Elizabeth TRS and William P. Avard is requesting a zoning amendment to change the zoning of two (2) parcels of land totaling 0.5 acres from the zoning of City P-1 (Professional Office) to City B-3 (General Business Commercial District). The subject parcels are located at 102 North Brevard Avenue and 110 North Brevard Avenue which are situated at the northeast corner of the intersection of North Brevard Avenue (US-17) and East Hickory Street (SR-70). See attached Aerial Photo Map.

The original request for rezoning was initiated through rezoning application #16-01 RZ for the property located at 110 North Brevard Avenue (25-37-24-0012-0220-0120) which was heard by the City’s Planning and Zoning Board on February 9, 2016.

An amendment to the original rezoning application (#16-01 RZ) was filed with the City to also include the rezoning of the adjacent property located at 102 North Brevard Avenue (25-37-24-0012-0220-0125). The amended application was heard by the City’s Planning and Zoning Board on March 8, 2016.

The City's Planning & Zoning Board voted unanimously to forward both requests to the City Council with recommendations of approval.

REASON FOR REQUEST:

The purpose of the request is to update the City's Official Zoning Map to reflect the zoning of City B-3 (General Business Commercial District) to facilitate the future development of a retail business on the subject properties.

STANDARDS FOR EVALUATION OF PROPOSED ZONING CHANGES

The City of Arcadia Planning & Zoning Board will provide recommendation, and the City Council will make a final motion to accept, reject, modify, return, or continue to seek additional information on all proposed zoning changes. The review of all zoning changes shall be considered and evaluated against the following standards:

- *Consistency with the Comprehensive Plan.*
- *Land Use Analysis.*
- *Public Facilities and Services Analysis.*

Consistency with the Comprehensive Plan:

The request is to change the zoning designation of the subject parcels from P-1 (Professional Office) to B-3 (General Business Commercial District). Descriptions for both the existing and proposed zoning designations, including the description of the existing Future Land Use are provided as follows:

Existing – Future Land Use

Comprehensive Plan, Future Land Use Element, Policy 1.6 – Business: The Business designation shall meet Arcadia's demand for retail goods and services, and shall promote efficient use of infrastructure. Arcadia shall direct commercial development to areas which are well integrated with transportation facilities and surrounding land uses. Residential uses, such as above-ground-floor apartments, are permissible, provided that they are compatible and appropriately integrated with the surrounding area. Schools are permitted in this classification. The floor area ratio in the Business designation shall not exceed 3.0.

Existing – Zoning

City Land Development Code, Section 4.06.03.01 – P-1 (Professional Office): The purpose of this district is to encourage the compatible development of major professional and related office uses in areas which are suitable for such activities. An example of the compatible grouping of professional offices would include such relationships as legal offices near governmental buildings or physicians and paramedical offices near hospitals or clinics.

Proposed –Zoning

City Land Development Code, Section 4.06.04.04 – B-3 (General Business Commercial District): The B-3, General Business Commercial district, is intended to apply to business establishments, primarily not of a neighborhood or community service type, which may properly be located to serve large regions of the city and metropolitan area. Such businesses generally require considerable ground area, do not cater directly to pedestrians and need a conspicuous and accessible location convenient for motorists.

The proposed zoning of B-3, General Business Commercial, is consistent with the existing Future Land Use designation of Business and is consistent with the goals, objectives, and policies of the City's Comprehensive Plan.

Land Use Analysis

The subject parcels have a Future Land Use of Business and zoning of P-1, and are primarily surrounded by lands with the same designations. The general land use characteristic of this area is identified by a mix of commercial/business and public/governmental land uses, with some low density residential nearby.

A *Land Use Matrix* is provided below outlining the existing and proposed zoning of the subject properties and the existing zoning of adjacent properties. The Future Land Use and existing land uses have also been provided. Existing Future Land Use and Existing and Proposed Zoning Maps are attached for reference.

Land Use Matrix

Northwest (across US 17)	North	Northeast
Future Land Use: Business Zoning: B-3 (General Business Commercial) Existing Land Use: Vacant Business/Commercial	Future Land Use: Business Zoning: B-3 (General Business Commercial) Existing Land Use: Vacant Business/Commercial	Future Land Use: Low Density Residential Zoning: P-1 (Professional Office) Existing Land Use: Single Family Residential
West (across US 17)	Subject Parcels	East
Future Land Use: Business Zoning: B-3 (General Business Commercial) Existing Land Use: Vacant Business/Commercial	Future Land Use: Business Zoning: <u>Existing:</u> P-1 (Professional Office) <u>Proposed:</u> B-3 (General Business Commercial) Existing Land Use: Vacant	Future Land Use: Business Zoning: P-1 (Professional Office) Existing Land Use: Single Family Residential
Southwest (across US 17 and SR 70)	South (across SR 70)	Southeast (across SR 70)
Future Land Use: Business Zoning: B-3 (General Business Commercial) Existing Land Use: Business/Commercial Use	Future Land Use: Public Buildings and Grounds Zoning: P-1 (Professional Office) Existing Land Use: County Government	Future Land Use: Public Buildings and Grounds Zoning: P-1 (Professional Office) Existing Land Use: County Government

The existing Future Land Use of the subject properties currently permits the operation of business and professional land uses. The proposed zoning change is consistent with the existing Business Future Land Use, the City's Comprehensive Plan, and is compatible with surrounding properties and the character of the area.

Public Facilities and Services Analysis:

The following is a summary analysis of the potential impacts on existing public facilities and services:

Potable Water:

City water is available to serve the subject property. The City's adopted level of service for supply of potable water is 102 gallons per person per day. Based on the City's public supply annual report submitted to the Southwest Florida Water Management District for reporting period January 1 through December 31, 2014, the City is currently operating at 89 gallons per day per person which

is below the adopted level of service standard. The proposed zoning change and potential use of the property do not pose any negative impacts on the City's current system.

Sanitary Sewer:

City sewer is currently available to the site. The City's adopted level of service for wastewater generation is 171 gallons per person per day. The estimated processing of wastewater is approximately 89 gallons per day per person which is below the adopted level of service. The proposed zoning change and potential use of the property do not pose any negative impacts on the City's current system.

Solid Waste:

Solid waste collection in the City of Arcadia amounts to approximately 2.23 pounds per person per day, which is below the City's adopted level of service standard of 4.8 pounds per person per day. The proposed zoning change and potential use of the property do not pose any negative impacts on the City's solid waste collection.

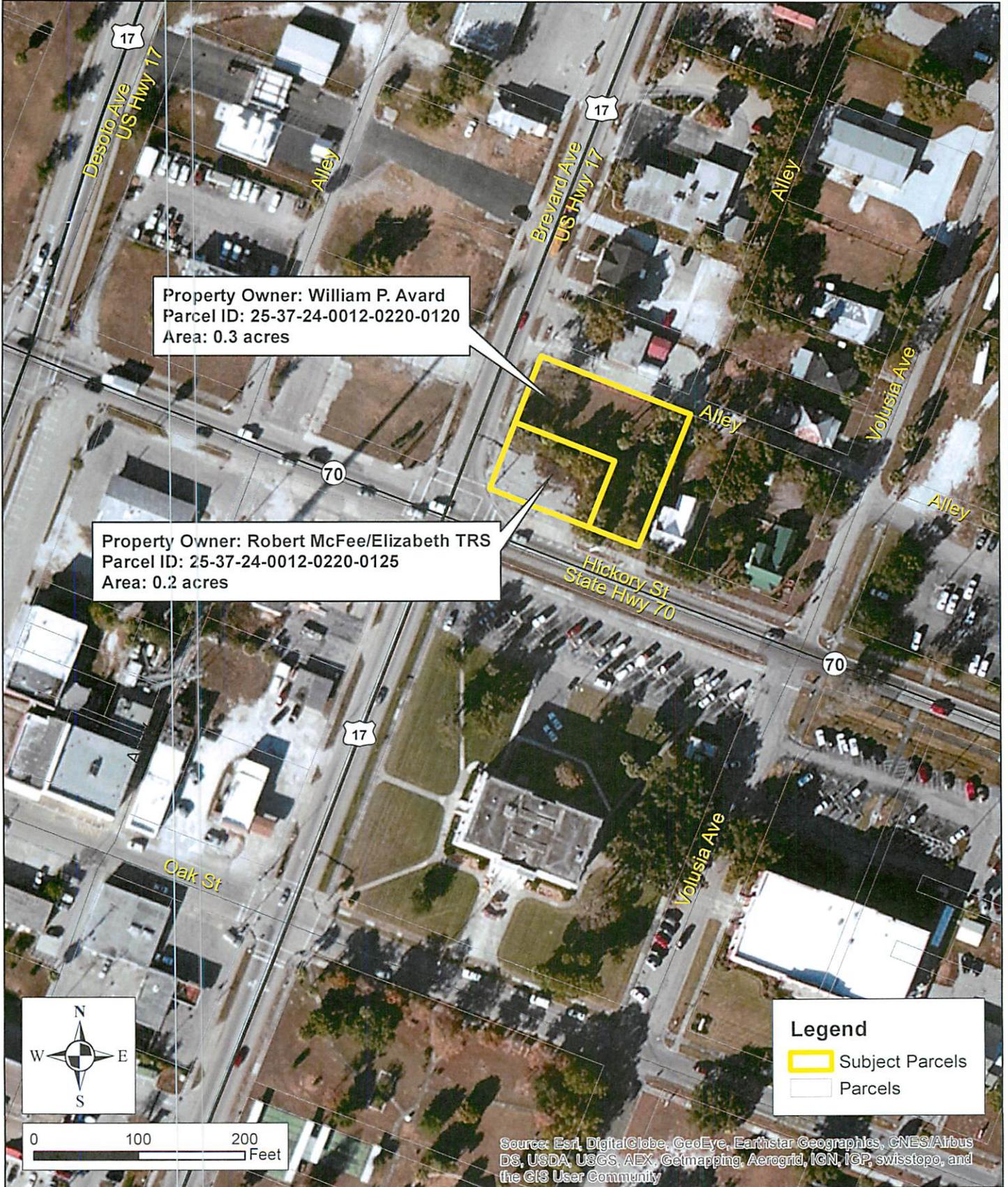
Traffic/Transportation:

The primary roadways serving the subject properties are North Brevard Avenue (US-17) and East Hickory Street (SR-70). The proposed zoning and any future development on the subject properties are not anticipated to have any negative impacts on traffic and transportation systems. At the time of development, traffic and access management conditions will be reviewed prior to site development approvals and issuance of building permits.

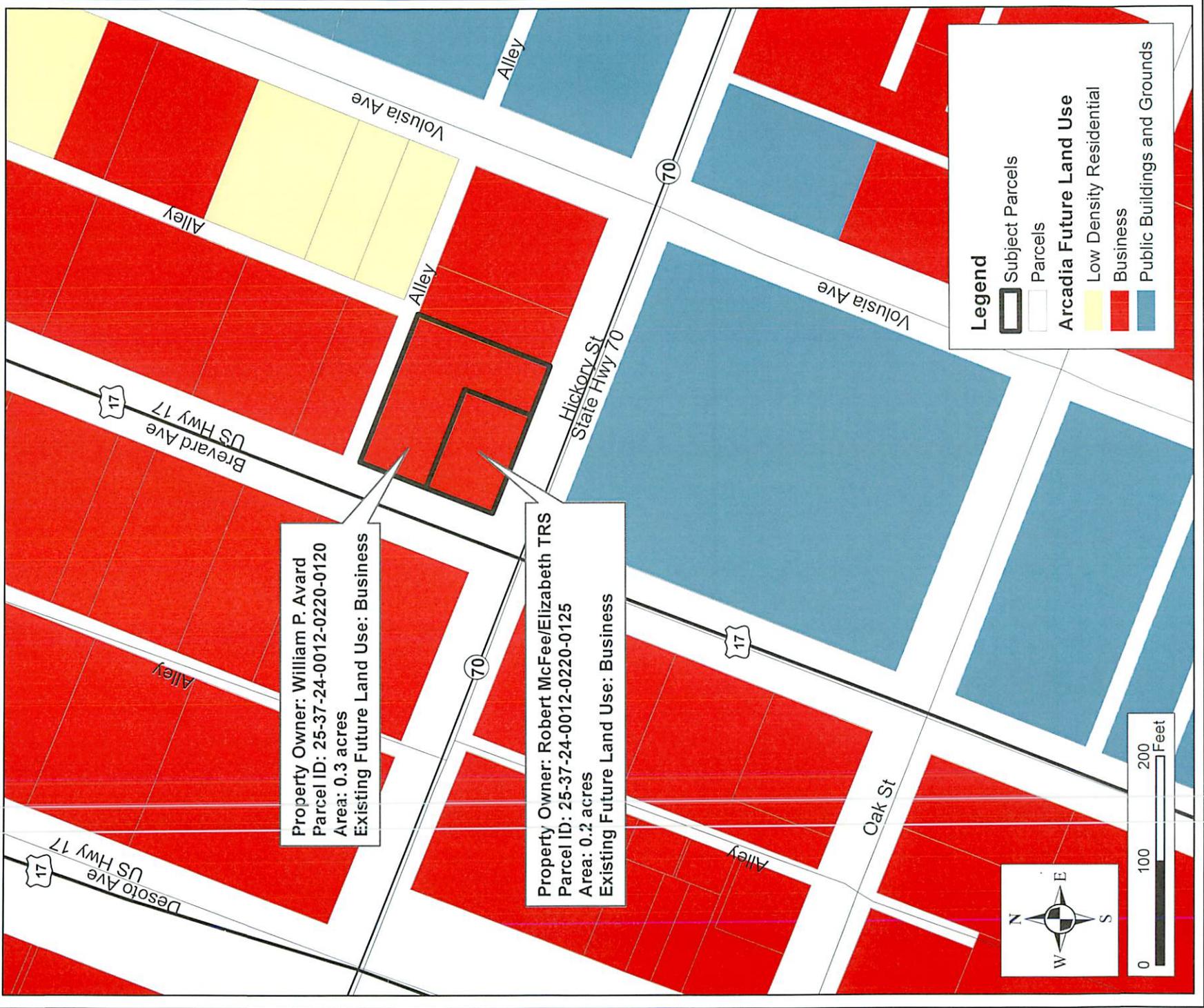
Public School and Recreational Facilities:

There are no public school or recreational facility impacts, as the proposed zoning does not provide for residential development.

CITY OF ARCADIA AERIAL PHOTO MAP



CITY OF ARCADIA FUTURE LAND USE MAP



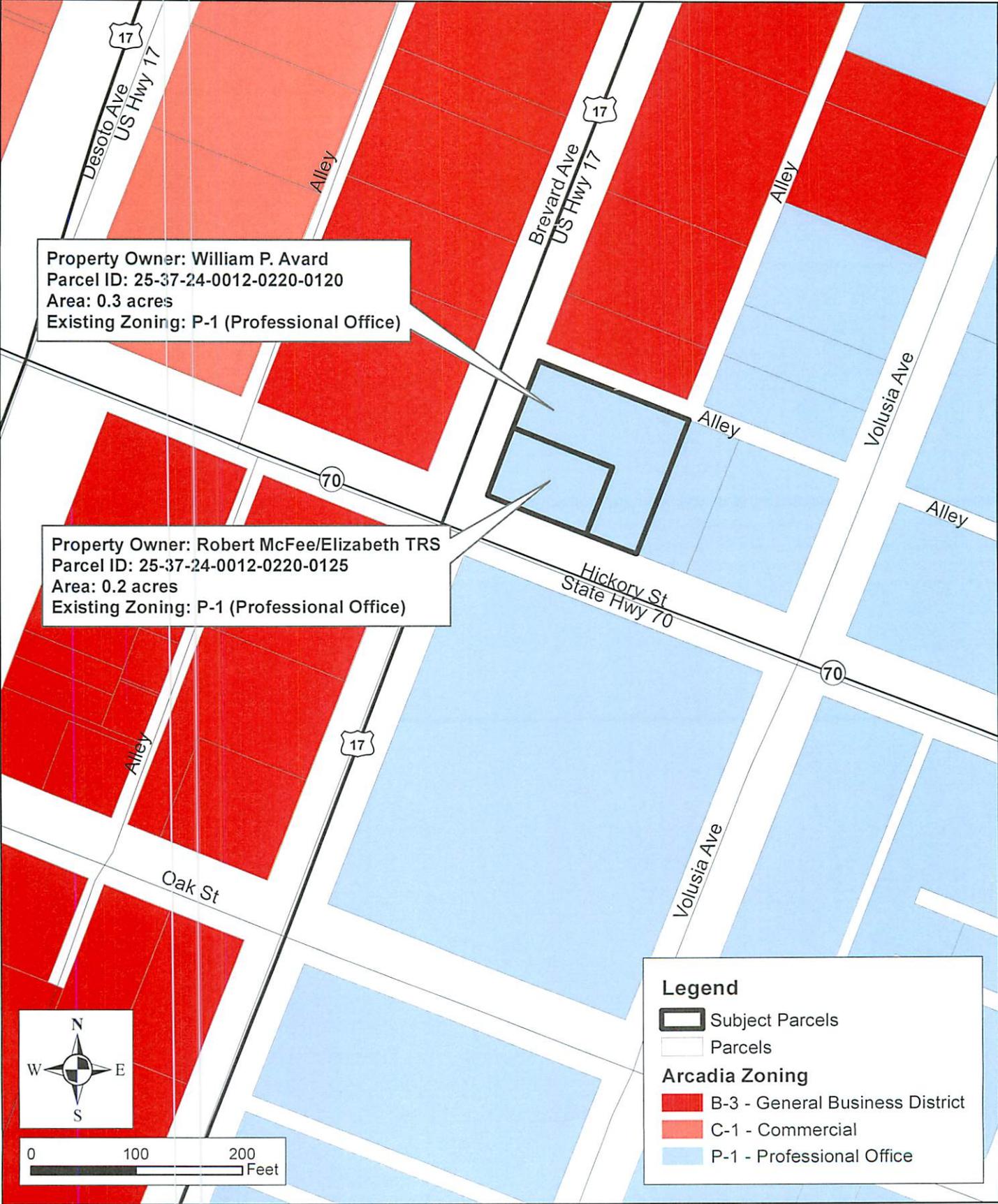
Legend

- Subject Parcels
- Parcels

Arcadia Future Land Use

- Low Density Residential
- Business
- Public Buildings and Grounds

CITY OF ARCADIA EXISTING ZONING MAP



Property Owner: William P. Avard
 Parcel ID: 25-37-24-0012-0220-0120
 Area: 0.3 acres
 Existing Zoning: P-1 (Professional Office)

Property Owner: Robert McFee/Elizabeth TRS
 Parcel ID: 25-37-24-0012-0220-0125
 Area: 0.2 acres
 Existing Zoning: P-1 (Professional Office)

Legend

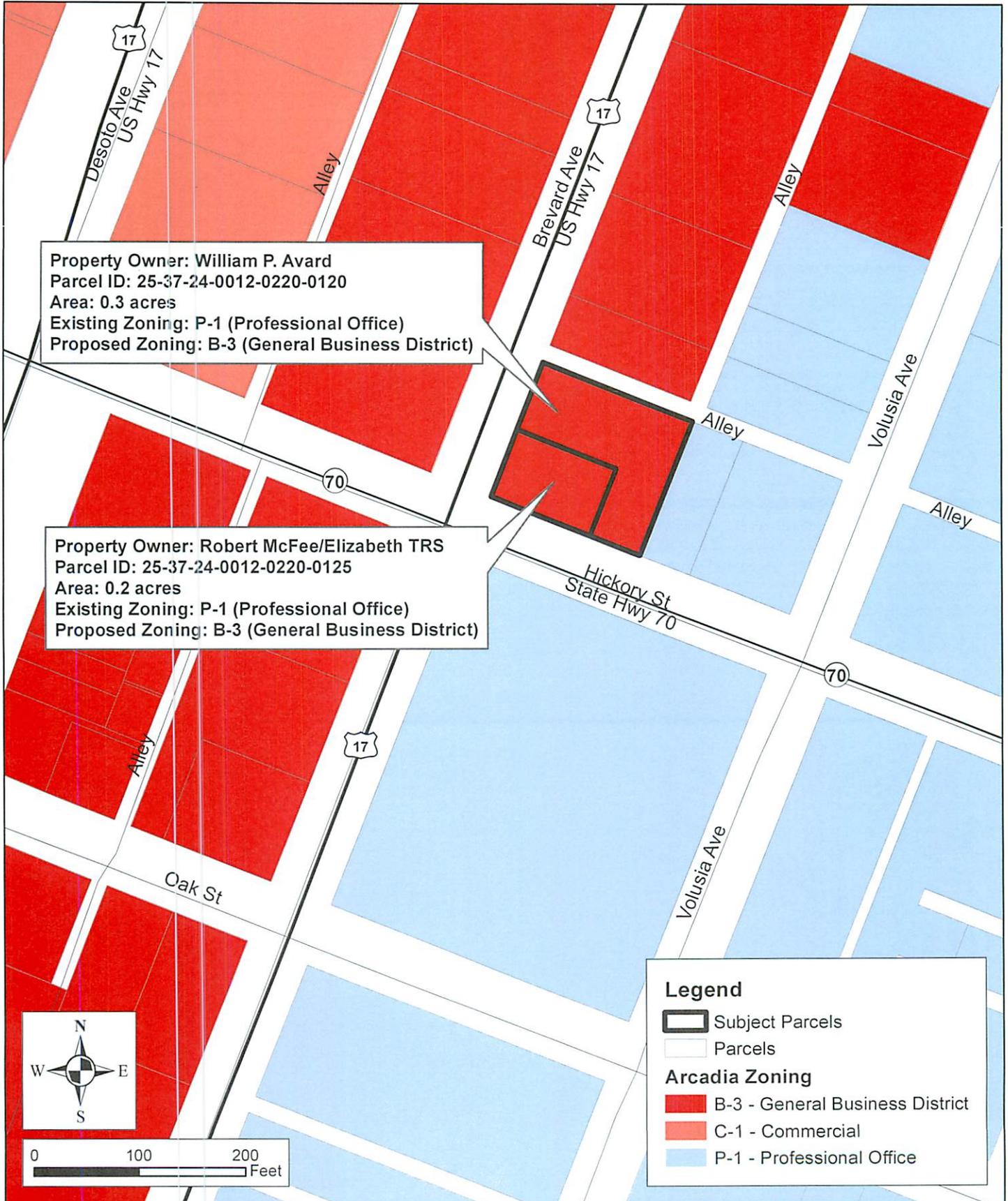
- Subject Parcels
- Parcels

Arcadia Zoning

- B-3 - General Business District
- C-1 - Commercial
- P-1 - Professional Office



CITY OF ARCADIA PROPOSED ZONING MAP ORDINANCE 1013



Property Owner: William P. Avard
Parcel ID: 25-37-24-0012-0220-0120
Area: 0.3 acres
Existing Zoning: P-1 (Professional Office)
Proposed Zoning: B-3 (General Business District)

Property Owner: Robert McFee/Elizabeth TRS
Parcel ID: 25-37-24-0012-0220-0125
Area: 0.2 acres
Existing Zoning: P-1 (Professional Office)
Proposed Zoning: B-3 (General Business District)

Legend

- Subject Parcels
- Parcels

Arcadia Zoning

- B-3 - General Business District
- C-1 - Commercial
- P-1 - Professional Office





REZONING APPLICATION
(ZONING MAP AMENDMENT)

Date Stamp

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

City Website: arcadia-fl.gov

Fee \$1,250.⁰⁰
Check # 1084
R# 518637

File No.: 16-01 RZ

The purpose of zoning is to locate particular land uses where they are most appropriate, considering public utilities, road access, and the established development pattern. The Zoning Map regulates allowable land uses within the City through the creation of land use districts or zones, and then assigns individual parcels to a particular zoning district. A rezoning is a change in the zoning district designation for a property. The rezoning process exists to allow property owners to change the zoning district designation of their property to another zoning classification or land development regulations which may impact property use standards.

APPLICANT'S INFORMATION	PROPERTY OWNER'S INFORMATION
(Agent or Contractor)	(Leave Blank if Same as Applicant)
Name: <u>TED ZOLKOS</u>	Name: <u>AVARD, William P</u>
Organization: <u>TURNER REALTY</u>	Organization: _____
Address: <u>105 N BREVARD</u>	Address: <u>110 N BREVARD AVE</u>
City: <u>ARCADIA, FL 34266</u>	City: <u>ARCADIA, FL</u>
State: <u>FL</u> Zip Code: <u>34266</u>	State: <u>FL</u> Zip Code: <u>34266</u>
Telephone No.: <u>(863) 990-2888</u>	Telephone No.: <u>(863) 494-4936</u>
Email: <u>TEDZOLKOS@HOTMAIL.COM</u>	Email: _____

I. Property Information

Parcel Address (if assigned): 110 N BREVARD AVE

Parcel Identification Number: 25-37-24-0012-0220-0120

Subdivision, Block and Lot Nos.: _____

Property Size (in acres): 0.15

Existing land use of subject property: VACANT

II. Regulatory and Land Use Information of Subject Property

Future Land Use Map Designation: _____

Adopted Zoning Map Designation: _____

Proposed Zoning Map Designation: B-3

Is the subject property adjacent to or nearby other similar zoned districts to the district being sought?

No Yes, please list zoning districts: B-3

III. Proposed Development Activity

Residential Commercial Office/Professional Other _____

Expected Total Residential Units: _____ Residential Density: Dwellings Units / Per Acre = _____

Expected Total Square Footage of All Non-Residential (retail, office, warehouse) Structures: 6,250

IV. Transportation Access Information

Identify primary roadways that serve the subject property: Highway 17 N & 70 W

Has a recent transportation and parking demand study been performed: No Yes

How many existing parking spaces are dedicated to the project site: 10 to 12

Identify roadways that are anticipated to be impacted through project site plan improvements:

Driveways: _____ Turn lanes: _____

Intersection Improvements: _____

V. Projected Impacts to Public Facilities and Services

In an effort to better anticipate utility service usage and project level of service impacts, please indicate expected service volumes and infrastructure needs based upon any predevelopment plans or expectations:

Potable Water, change in ERUs: _____

Sanitary Sewer, change in ERUs: _____

Public School and Enrollment Projections: _____

Known Environmental or Wellhead Protection Zones: _____



REZONING APPLICATION
(ZONING MAP AMENDMENT)

Date Stamp

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

Amendment to
16-01RZ

Fee \$1,250.00

R# _____

City Website: arcadia-fl.gov

File No.: 15 RZ

The purpose of zoning is to locate particular land uses where they are most appropriate, considering public utilities, road access, and the established development pattern. The Zoning Map regulates allowable land uses within the City through the creation of land use districts or zones, and then assigns individual parcels to a particular zoning district. A rezoning is a change in the zoning district designation for a property. The rezoning process exists to allow property owners to change the zoning district designation of their property to another zoning classification or land development regulations which may impact property use standards.

APPLICANT'S INFORMATION (Agent or Contractor)	PROPERTY OWNER'S INFORMATION (Leave Blank if Same as Applicant)
Name: <u>THEODORE J ZOLKOS JR</u>	Name: <u>ROBERTA & ELIZABETH TRUST</u>
Organization: <u>TURNER REALTY</u>	Organization: _____
Address: <u>P.O. BOX 1457</u>	Address: <u>210 PALMETTO LAKE</u>
City: <u>ARCADIA</u>	City: <u>LARGO</u>
State: <u>FL</u> Zip Code: <u>34265</u>	State: <u>FL</u> Zip Code: <u>33770</u>
Telephone No.: <u>(863) 990-2888</u>	Telephone No.: <u>(727) 219-3653</u>
Email: <u>tedzolkos@hotmail.com</u>	Email: <u>DMCFEE9231@MSN.COM</u>

I. Property Information

Parcel Address (if assigned): 102 N BREVARD AVE Arcadia
Parcel Identification Number: 25-37-24-0012 0220 0120
Subdivision, Block and Lot Nos.: _____
Property Size (in acres): 0.146
Existing land use of subject property: P-1

.. **Regulatory and Land Use Information of Subject Property**

Future Land Use Map Designation: _____

Adopted Zoning Map Designation: _____

Proposed Zoning Map Designation: _____

Is the subject property adjacent to or nearby other similar zoned districts to the district being sought?

No Yes, please list zoning districts: B-3

III. **Proposed Development Activity**

Residential Commercial Office/Professional Other _____

Expected Total Residential Units: _____ Residential Density: Dwellings Units / Per Acre = _____

Expected Total Square Footage of All Non-Residential (retail, office, warehouse) Structures: _____

IV. **Transportation Access Information**

Identify primary roadways that serve the subject property: US HWY 17 US 90

Has a recent transportation and parking demand study been performed: No Yes

How many existing parking spaces are dedicated to the project site: _____

Identify roadways that are anticipated to be impacted through project site plan improvements:

Driveways: _____ Turn lanes: _____

Intersection Improvements: _____

V. **Projected Impacts to Public Facilities and Services**

In an effort to better anticipate utility service usage and project level of service impacts, please indicate expected service volumes and infrastructure needs based upon any predevelopment plans or expectations:

Potable Water, change in ERUs: _____

Sanitary Sewer, change in ERUs: _____

Public School and Enrollment Projections: _____

Known Environmental or Wellhead Protection Zones: _____



CITY OF ARCADIA
ZONING AMENDMENT APPLICATION

OWNER'S SIGNATURE PAGE

(I) (We), WILLIAM P. AVARD being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the City of Arcadia to process this petition in accordance with all adopted City rules and regulations and in conformance with State law, as applicable.

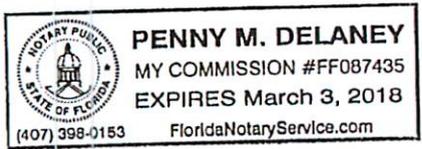
Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

Signature of Owner: WILLIAM P. AVARD
Printed Name of Owner: WILLIAM P. AVARD
[Additional signature and name lines are present but blank]

STATE OF FLORIDA
COUNTY OF DESOTO

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 26th day of January, 2011 by William P. Avard, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



Penny M. Delaney
Notary Public
Notarial Seal and Commission
Expiration Date



**CITY OF ARCADIA
ZONING AMENDMENT APPLICATION**

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), TED ZOLKOS being duly sworn, depose and say that (I) (we) serve as _____ for the owner(s) in making (agent or lessee) this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

<u>Ted Zolkos</u> Signature of Agent, Lessee, or Buyer(s)	_____ Signature of Agent, Lessee, or Buyer(s)
<u>TED ZOLKOS</u> Printed Name of Agent, Lessee, or Buyer(s)	_____ Printed Name of Agent, Lessee, or Buyer(s)
<u>Ted Zolkos</u> Signature of Agent, Lessee, or Buyer(s)	_____ Signature of Agent, Lessee, or Buyer(s)
_____ Printed Name of Agent, Lessee, or Buyer(s)	_____ Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

COUNTY OF DESOTO

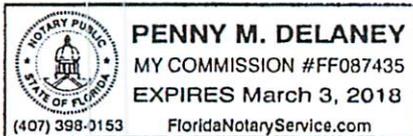
The foregoing instrument was acknowledged before me this 27th day of January 2016, by Ted Zolkos, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

Penny M. Delaney

Notary Public

Notarial Seal and Commission

Expiration Date 3-3-18





CITY OF ARCADIA
ZONING AMENDMENT APPLICATION

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), THEODORE J. ZOLKOS JR being duly sworn, depose and say that (I) (we) serve as AGENT for the owner(s) in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

X [Signature]
Signature of Agent, Lessee, or Buyer(s)

ROBERT A. McFEE (OWNER)
Printed Name of Agent, Lessee, or Buyer(s)

Robert A. McFEE Jr.
Signature of Agent, Lessee, or Buyer(s)

[Signature]
Printed Name of Agent, Lessee, or Buyer(s)

X Mary Elizabeth McFEE
Signature of Agent, Lessee, or Buyer(s)

Mary Elizabeth McFEE
Printed Name of Agent, Lessee, or Buyer(s)

AKA Mary Elizabeth Lawton
Signature of Agent, Lessee, or Buyer(s)

Mary Elizabeth Lawton
Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

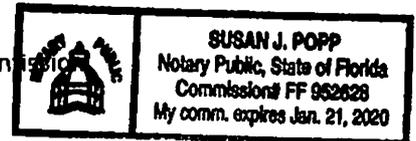
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 20 day of February, 2016, by Robert A. McFEE, Jr. & Mary Elizabeth Lawton who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

[Signature]
Notary Public

Notarial Seal and Commission

Expiration Date



AGENDA No. 10



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: April 19, 2016

DEPARTMENT: Administration

SUBJECT: Council Member Appointment to DeSoto County Tourist and Development Tax Committee

RECOMMENDED MOTION: **Motion to approve appointment of Council Member _____ to serve as City's representative on the DeSoto County Tourist and Development Tax Committee.**

SUMMARY:

- Councilmember Fink and Deputy Mayor Frierson were previously appointed to serve as the City's representatives on the DeSoto County Tourist and Development Tax Committee.
- The DeSoto County Tourist and Development Tax Committee has traditionally held its meetings on Monday and Councilmember Fink has regularly attended all meetings.
- The DeSoto County Tourist and Development Tax Committee recently changed its meeting day from Monday to Thursday. Councilmember Fink has explained while his attendance on Mondays was possible due to his workplace being closed on said date, the change to Thursdays has become problematic.
- At a City Council meeting on March 15, 2016, Councilmember Fink offered his resignation as the City Council's representative and requested the City Council chose a replacement.

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

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

Department Head: _____ Date: _____

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

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

City Administrator: Terry Stewart  _____ Date: 4-11-16

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

DESOTO COUNTY, FLORIDA

RESOLUTION 2014 - 87

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPOINTING MEMBERS TO THE DESOTO COUNTY TOURIST DEVELOPMENT COUNCIL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the DeSoto County Board of County Commissioners (“Board”) adopted Ordinance No. 2010-02 establishing the DeSoto County Tourist Development Council; and

WHEREAS, the Tourist Development Council is comprised of nine (9) members appointed by the Board; and

WHEREAS, the members of the Tourist Development Council must be an elector of the County, two members shall be elected municipal officials, one member shall be the Chairman or designee of the Board of County Commissioners, and six members shall be persons who are involved in the tourist industry and have demonstrated an interest in tourist development , of which members, not less than three nor more than four shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county which would be subject to a tax levied under the authority of the law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

Section 2. That Pat Burnworth and Zach Varner be appointed to the to serve a term on the Tourist Development Council.

Section 3. That Becky Bragg and Karen Cassels be reappointed to serve a second term on the Tourist Development Council.

Section 4. That the two municipal elected officials who serve on the Tourist Development Council be appointed by the Arcadia City Administrator at his/her discretion.

Section 5. That the amended Tourist Development Council composition is as follows:

<u>Name</u>	<u>Representing</u>	<u>Term Expiration</u>
1. Jurl O. Mansfied	Board of County Commissioners	March 2016
2. Appointed by City	Arcadia City Council	March 2018
3. Appointed by City	Arcadia City Council	March 2016

4. Pat Burnworth	Accommodations	March 2018
5. Carolyn Wittmeir	Tourism	March 2016
6. Becky Bragg	Tourism	March 2018
7. Zach Varner	Tourism	March 2018
8. George Lampeneau	Accommodations	March 2016
9. Karen Cassels	Accommodations	March 2018

Section 6. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 11th day of November 2014.

ATTEST:

Mandy J. Hines
Mandy J Hines,
County Administrator

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

By: Elton A. Langford
Elton A. Langford
Chairman

Approved as to form and legal sufficiency:

Donald D. Conn
Donald D. Conn
County Attorney

AGENDA No. 11



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: April 19, 2016

DEPARTMENT: Human Resources
SUBJECT: Personnel Policy Manual

RECOMMENDED MOTION: Motion to approve revisions to the City of Arcadia Personnel Policy Manual as presented.

SUMMARY: The revised City of Arcadia Personnel Policy Manual was presented to City Council at the April 5, 2016 Council Meeting. The manual is not being included in this packet as it was previously provided in the April 5 packet. If you desire a copy please contact Linda Lowe or Penny Delaney.

Proposed changes have been recommended by the Labor Attorney based on changes to the Labor Law. Other changes are necessary to remove conflicts within the manual, modifications for better operations of the City, and to make a part of the policy manual items that have been intended to be made a part of policy however, have never been included in the manual.

Most significant changes are to the Drug Free Workplace, On Call, and the Sick Leave Accumulation policies.

FISCAL IMPACT: None Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Linda Lowe Date: 4/8/2016

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator:  Date: 4-11-16

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

AGENDA No. 12



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: April 19, 2016

DEPARTMENT: Finance
SUBJECT: Airport Consulting Services Request for Qualifications (RFQ)

RECOMMENDED MOTION:

SUMMARY: Draft RFQ 2016-01 Airport Consulting Services

FISCAL IMPACT: Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Beth Carsten Date: 4/8/2016
Finance Director (As to Budget Requirements) Date:
City Attorney (As to Form and Legality) Date:
City Administrator:  Date: 4-11-16

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

SUBMIT HARDCOPY DOCUMENTS TO:



City of Arcadia
Purchasing Department
23 North Polk Avenue
Arcadia, Florida 34266

City of ARCADIA, Florida

NOTICE OF AVAILABILITY

Solicitation Type: Request For Qualifications

RELEASE DATE: _____

SOLICITATION #RFQ2016-01

PROPOSAL NAME: City of Arcadia Airport Consulting Services

SCOPE: The City of Arcadia requests that qualified consultant submit Statements of Qualifications (SOQ) for consideration in the selection for specific and continuing consulting services for the City of Arcadia Municipal Airport as indicated within the context of this Request for Qualification.

PUBLIC NOTICE OF AVAILABILITY:

- www.arcadia-fl.gov
- www.demandstar.com
- Purchasing Department, 23 N Polk Avenue, Arcadia, FL 34266
- Posted Margaret Way Building
 - Posted: _____
- Arcadian News Paper
 - Published: _____

PRE-BID/PROPOSAL CONFERENCE:

DUE DATE AND TIME FOR SUBMITTING A STATEMENT of QUALIFICATIONS SUBMITTAL PACKAGE IS:

_____, _____ at _____ or as may be amended by the subsequent issuance of addenda.

Inquiries and Clarifications Requests Deadline:

All questions to the terms and conditions of the scope of work of this proposal shall be submitted in writing via mail, fax, or e-mail to the authorized City contact.

AUTHORIZED CITY CONTACT:

Amanda Albritton-Horkey
City of Arcadia Purchasing Department
23 North Polk Avenue
Arcadia, Florida 34266
Phone: 863-494-4114 Fax: 863-494-4623
Email: aahorkey@arcadia-fl.gov

SOQ's in response to this Solicitation must be submitted in the following method: Sealed in an envelope and delivered to:

Penny Delaney, City Clerk
City of Arcadia
23 North Polk Avenue
Arcadia, Florida 34266

Refer to the Submittal Package Information & Instructions section, in this document, for additional detailed instructions for submitting a response.

SOQ's received in response to this solicitation and received by the established due date and time specified will be publically opened and read aloud in the Council Chambers, Margaret Way Building, 23 North Polk Avenue, Arcadia, Florida on _____, _____ at _____, **or soon thereafter**. The opening and reading shall be in the presence of the Purchasing Agent and witness. Proposers and the general public are not required but invited to attend.

BIDDER/PROPOSER REGISTRATION

FAX: (863)494-4623

Please register as a vendor using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: _____ Contact person: _____

Mailing address: _____ City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ Email: _____

All first time vendors must submit a W-9 Form with their response.

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Solicitation # **RFQ2016-01**

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**GENERAL CONDITIONS
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

1. **ACCEPTANCE:** Items may be tested for compliance to the Scope of Services. Items delivered not conforming to the Scope of Services may be rejected and returned at Consultant's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Consultant.
2. **AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representative of both parties.
3. **APPLICABLE LAW:** The Agreement shall be governed in all respects by the laws of the State of Florida, and the policies of the City of Arcadia. Any litigation with respect thereto shall be brought in the Courts of the State of Florida.
4. **ASSIGNMENT:** The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City. Assignment or transfer of the resulting Agreement without written consent of the City may be construed by the City as a breach of contract sufficient to cancel this Agreement at the discretion of the City.
5. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the Agreement period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the City reserves the right to terminate such Agreement after providing the Consultant no less than three (3) days written notice. The City shall be the final authority as to the determination of availability of funding. The City agrees to reimburse the Consultant for any authorized goods or services provided prior to the Consultant's receipt of the aforesaid termination notice.
6. **CONSULTANT OBLIGATIONS:** Consultant agrees to perform and complete the Services described in the solicitation in accordance with the requirements of this Agreement and attached Exhibits. Consultant shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Consultant are essential to the satisfactory performance of the Services. The City may consider lack of competent capable supervision as grounds to reject a proposal or terminate this Agreement. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The City reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
7. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the City and Consultant shall not constitute a part of the Agreement between the City and Consultant concerning this service. The term "Agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
8. **COMPLIANCE:** A submission of a proposal shall constitute an incontrovertible representation by a Proposer that the Proposer has complied with every requirement herein, and that without exception the proposal is premised upon performing the Services required by the Scope of Services with such means, methods, techniques, sequences, or procedures as may be indicated in or required

by the Scope of Services, and that the Scope of Services are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Services.

9. **COMPLIANCE WITH LAWS:** Consultant represents and warrants that the performance of this solicitation and the furnishing of services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or City laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
10. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Proposers must disclose with their Qualifications the name of any officer, director, or agent who is also an employee of the City of Arcadia. Further, all Proposers must disclose the name of any City of Arcadia employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.
11. **CONSULTANT'S OWN FORCES:** No more than seventy-five percent (75%) of the dollar value of the total contract work may be accomplished by Sub-consultants. Balance of the work must be accomplished by successful proposer's own forces. Each Proposer must furnish with its Qualifications, a list of the items it proposes to subcontract and the estimated cost of these items.
12. **DELAYS AND EXTENSION OF TIME:** The Consultant shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the City. City's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Consultant to an extension of time in which to complete the services, which shall be determined by the City, provided that the Consultant will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Consultant's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or Tort.

If any emergency or natural disaster causes delay or interferes with the use or delivery of the services described in this solicitation, the City reserves the right to acquire from other sources any services during any suspension of delivery.
13. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Arcadia Council shall be final.
14. **DISQUALIFICATION:** More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the City believes the Proposer is interested in more than one proposal for the work contemplated, all proposals in which such Proposer is interested in shall be rejected. If the City believes collusion exists among Proposers, all proposals shall be rejected.
15. **E-VERIFY:** Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of this Agreement in which the Consultant performs employment duties within Florida.

This verification requirement extends to all persons, including sub-consultants, utilized, hired, contracted or assigned by the Consultant to perform work pursuant to this Agreement.

16. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Proposer before submitting a proposal to:
- A) Examine the Contract Documents thoroughly,
 - B) Consider Federal, State and local Laws and Regulations that may affect cost, progress .or performance of the Services,
 - C) Study and carefully correlate the Proposer's observations with the Scope of Services and,
 - D) Notify the City of all conflicts, errors, or discrepancies in the Scope of Services.
17. **FAILURE TO PERFORM:** If, during the term of the Agreement, the Consultant should refuse or otherwise fail to perform any of its obligations under the Agreement, the City reserves the right to:
- A) Obtain the services from another Consultant; and/or
 - B) Terminate the Agreement; and/or
 - C) Suspend the Consultant from bidding for a period of up to 24 months.
18. **INCURRED COST:** The City of Arcadia is not liable for any cost incurred by the Consultant prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Proposer and shall not be chargeable in any manner to the City of Arcadia.
19. **INDEMNIFICATION:** Consultant shall defend, indemnify and hold harmless the City and all City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Consultant, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relive Consultant of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.
20. **INFORMALITIES AND IRREGULARITIES:** The City has the right to waive minor defects or violations of a proposal from exact requirements of the scope that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Proposer with the proposal for the City to properly evaluate the proposal, the City has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.
21. **INSURANCE:** The Consultant, at its own expense and in its own name must provide and keep in force during the term of the Agreement, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the City with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Agreement.

If any insurance should be cancelled or changed by the insured or expire during the period of its proposal award, the Consultant shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.

22. **LEGAL REQUIREMENTS:** Federal, State, City and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility.
23. **LICENSE/CERTIFICATIONS:** The successful Consultant will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to proposal award. The Proposer shall fully comply with all state and federal laws, City procurement policies, ordinances and regulations in any manner affecting the performance of the Services. The Proposer shall provide its occupation license number and expiration date.
24. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Consultant expressly waives venue in any other location.
25. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
26. **NONCONFORMING TERMS AND CONDMONS:** A proposal response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal response prior to determination by the CITY as non-responsive based on the submission of nonconforming terms and conditions.
27. **NON-EXCLUSIVE AGREEMENT:** Award of this Agreement shall impose no obligation on the City to utilize the Consultant for all work of this type, which may develop during the agreement period. This is not an exclusive Agreement. The CITY specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.
28. **OPERATION DURING DISPUTE:** In the event the CITY has not cancelled the Agreement in accordance with the terms of the Agreement, and there remains a dispute with the Proposer and the CITY, the Proposer agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.
29. **PAYMENT TERMS:** Consultant shall prepare and submit to the City's Purchasing Department for approval, invoices for the Services rendered under this Agreement. Payment shall be issued by the City's Finance Department, who shall initiate disbursements for invoices approved by the Administration Agent in accordance with the Florida Prompt Payment Act, found in Part VI, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The Consultant shall submit an invoice for payment to the City on a monthly basis.
- The City reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement and the City shall promptly notify the Consultant if any invoice or report is found to be unacceptable and will specify the reasons.
30. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the proposal opening date.

31. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Consultant.
32. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Consultant in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City.
33. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of this specification shall be made upon the basis of this statement.
34. **STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Proposer is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the City's requirement that the successful Proposer comply with it in all respects prior to and during the term of the Agreement.
35. **TERMINATION FOR DEFAULT - DEFAULT/ FAILURE TO PERFORM:** The City shall be the sole judge of nonperformance, which shall include any failure on the part of the Consultant to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated. Upon default by the Consultant to meet any terms of this Agreement or related Exhibit, the City will notify the Consultant, providing three (3) days (weekends and holidays excluded) to advise the City of its plan for corrective action to remedy the default. Failure on the Consultant's part to correct the default within the approved time period shall result in the Agreement being terminated and the City, notifying in writing the Consultant of the effective date of the termination. The following shall constitute default:
- Failure to perform the work required under the Agreement and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
 - Failure to begin the work under this Agreement within the time specified.
 - Failure to perform the Work with sufficient workers to ensure timely completion.
 - Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
 - Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the Consultant incapable of performing the Services in accordance with and as required by the Agreement.
 - Failure to comply with any of the terms of the Agreement.
 - Failure to pay sub-consultants or others pursuant to the Services completed under this Agreement.

In the event of default, the Consultant shall pay any damages sustained by the City including attorney's fees and court costs incurred in collecting any damages. All documents prepared by the Consultant in connection with this Agreement will be the property of the City.

The City shall authorize payment to the Consultant, the costs and expenses for Work performed by the Consultant prior to receipt of the Notice of Termination; however, the City may withhold from amounts due the Consultant such sums as the Administrative Services Director deems to be necessary to protect the CITY against loss caused by the CONSULTANT because of the default.

36. **TERMINATION FOR CONVENIENCE:** The City reserves the right to cancel this Agreement by written notice to the Consultant effective the date specified in the notice, for any of the following reasons:

- The CITY has determined that such cancellation will be in the best interest of the City to cancel the Agreement for its own convenience.
- Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

The Purchasing Manager shall give written notice of the termination to the Consultant specifying the reason of the Agreement termination and when termination becomes effective.

The Consultant shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the Consultant will stop work to the extent specified.

The City shall pay the Consultant under following conditions:

- All costs and expenses incurred by the Consultant for work accepted by the CITY prior to the Consultant's receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the Consultant shall not be allowed.

37. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Consultant as a result of any discussions with any City employee. Only those communications which are in writing from the authorized City contact may be considered. Only written communications from the Consultant which are assigned by a person designated as authorized to bind the company will be recognized by the City as duly authorized expressions on behalf of the Consultant.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

**SPECIAL CONDITIONS
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

**1. INSURANCE REQUIREMENTS:
WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY -OCCURRENCE FORM REQUIRED:

Consultant shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

EVIDENCE OF INSURANCE:

Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Consultant as required herein shall be considered, and the Consultant agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Consultant as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the City before the commencement of any work activities.

2. The Proposers' timely response under the terms of this Agreement is paramount. The unavailability of the highest ranked Proposer (depending on the urgency of the City's needs) may result in the award/project being authorized to the next highest ranked Proposer.
3. **Work must begin after the issuance of a Notice of Commencement, unless otherwise provided.**

4. The City may terminate this Agreement at its convenience with 10 days advance written notice to the Consultant.
5. It is the responsibility of the Proposer to contact the Purchasing Department prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with their Proposal. Any questions relative to interpretation of requirements, scope of services or selection processes shall be addressed in writing to the address indicated below. No inquires, if received within seven (7) days of the date set for the reading of names of the Proposers, will be given consideration. **Oral answers will not be authoritative.**
6. The City of Arcadia, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Commercial General Liability and Commercial Automobile Liability. The City of Arcadia is to be named insured. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day notification to the City in the event of a cancellation or modification of any stipulated insurance coverage.
7. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to the commencement of the project. For the purpose of identification, when submitting insurance, the Request for Qualifications name and number must be included on the certificate.
8. **CONSULTANT AND CITY DEFINED:**
As used in these specifications, the term "Consultant" refers to Seller and the term "City" refers to Purchaser, as defined in the terms and conditions applicable to this Agreement. All person acting for Consultant, such as employees, sub-consultants, and agents of the Consultant, are included in the meaning Consultant.
9. **ADDITIONAL INFORMATION:**
Questions about the Agreement and technical portions of the Request for Qualifications must be submitted in writing to the person listed below. Proposers are cautioned that any statements made by the Agreement and/or technical contact person that materially change any portion of the proposal document shall not be relied upon unless the subsequently ratified by a formal written amendment to the proposal documents. To find out whether the City intends to issue an amendment, contact the person listed below. No contract or technical questions will be accepted after seven (7) days prior to the date set for bid opening. Direct inquires to: Amanda Albritton-Horkey, City of Arcadia Purchasing Department 23 North Polk Avenue, Arcadia, Florida 34266
Phone: 863-494-4114 Fax: 863-494-4623 Email: aahorkey@arcadia-fl.gov.
10. **ITEMS TO BE SUBMITTED WITH PROPOSAL:**
 - 1) Statement of Qualifications
 - 2) Acknowledgement of Receipt of Addendum
 - 3) Qualifications Statement
 - 4) Hold Harmless
 - 5) Drug Free Workplace
 - 6) Public Entity Crimes Statement
 - 7) Non-Collusion Statement
 - 8) Conflict of Interest Statement
 - 9) Respondent Certification

**SCOPE OF SERVICES
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

SECTION 1:

PURPOSE: The City of Arcadia (CITY) is requesting Statement of Qualifications (SFQ)'s from all interested and qualified firms to provide Architectural, Engineering and Planning Consultant Services under a Continuing Service Agreement (CSA), in accordance with FSS 287.055, the *Consultant's Competitive Negotiations Act (CCNA)*. The successful candidate will provide high quality Professional consulting services to the City of Arcadia Municipal Airport on an as needed basis. A wide variety of services are anticipated to be performed under this contract. However, "Professional Services" as defined by Section 287 .055 Florida Statutes (architecture, professional engineering, landscape architecture, registered surveying and mapping) will be limited to the type of projects listed below and projects and tasks which do not exceed the statutory limits, as amended (currently projects in which construction costs do not exceed \$2 million, or for study activities when the fee does not exceed \$200,000). Nothing in this will restrict the assignment of other tasks under this contract as allowed by Florida Statutes (i.e., construction management, technical services, cost estimating, aerial photography, etc.). The City reserves the right to solicit separate competitive proposals for any and all projects or tasks for any project, without utilizing the CSA.

SECTION 2:

SCOPE OF SERVICES: A broad range of professional disciplines, analysis, and expertise is expected to be needed during the term of this CSA Respondents should have the knowledge and ability to provide technical advice and consultation; exhibit superior problem solving skills related to their areas of expertise; demonstrate good communication skills and be able to work collaboratively with other professionals or independently as needed.

The City of Arcadia reserves the right to reject any or all submittals, waive minor formalities, award to/negotiate with the firms whose submittal best serve the interest of the City of Arcadia or to solicit and re-advertise for other qualifications. The City reserves the right to select more than one qualified consultant.

Continuing services may include, but are not limited to, the following: FAA and FDOT grant application assistance, land acquisition assistance, surveying, subsurface investigation, materials testing, airport planning, observation, resident inspection, environmental evaluations, impact statements, permitting assistance and determination of regional impact.

The contract will be for Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects to assist with the Airport Capital Improvement Program, Airport Master Plan, FAA and FDOT Joint Airport Capital Improvement Program (JACIP), such as, but not limited to any of the following projects:

- Paving Projects
- T-hangars and Associated Taxiways
- Water and Sewer Supply
- Taxiway B
- Automated Weather observation (ASOS)
- Land Acquisition
- Construct 60X60 Metal Buildings
- Runway Extension

SECTION 3:

TERM: The City is seeking a multiple year Agreement for an initial period of three (3) years commencing on the effective date of an Agreement, with an option to renew for one (1) additional year. The firm(s) selected will be responsible for assigned projects having estimated costs not exceeding the threshold amount of \$2,000,000 (Construction) or \$200,000 (Planning/Study) provided for in Section 287.055, Florida Statutes, or as this statute may be amended. The Agreement will remain in full effect unless otherwise terminated by the City of Arcadia.

SECTION 4:

SCHEDULE OF EVENTS:

The proposed time schedule as related to this request for qualifications is as follows:

EVENT		DATE/TIME (EST)
Release of RFQ		
Pre-Proposal Conference		
Deadline for Questions/Inquiries		
RFQ Due Date/Time (Deadline)		
Preliminary Scoring/Ranking of RFQ's and Shortlist Firms		
Oral Presentations/interviews by/of Short-listed (if applicable)		
Tentative Recommendation to City Council		*
Tentative Announcement Award		*

***NOTE:** An addendum will be issued if any of these dates change.

** **NOTE:** Short-listing of responses and oral presentations is not a mandatory requirement. The Selection Committee reserves the right to shortlist firms and requires oral presentations to the committee as part of the evaluation process.

SECTION 5:

REQUESTS FOR CLARIFICATIONS & ASSISTANCE: All questions pertaining to the terms and conditions of the scope of work of this RFQ must be submitted **in writing** via email to the Purchasing Department as shown below:

Amanda Albritton-Horkey
City of Arcadia Purchasing Department
23 North Polk Avenue Arcadia, FL 34266
aahorkey@arcadia-fl.gov

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. All questions must be received within seven (7) calendar days prior to the scheduled opening of RFQ. All such requests for information and/or clarification shall be made in writing. Any interpretation of the terms, conditions, and/or specification, if made, will be only by Addendum duly issued. If any addenda are issued, the City will attempt to notify all known proposers, and a copy of such Addendum will be posted to the City's website at www.arcadia-fl.gov and www.demandstar.com, however, **it shall be the responsibility of each proposer, prior to submitting a response to the RFQ, to contact the Purchasing Department to determine if addenda were issued, and to make such addenda a part of the RFQ.**

CONTACT: All prospective respondents are hereby instructed not to contact any member of the City of Arcadia staff members or City Council other than the noted contact person regarding this Request for Qualifications at any time during the RFQ process. Any such contact shall be cause for rejection of your response.

SECTION 6:

STATEMENT OF QUALIFICATION - PROPOSAL FORMAT: Each Respondent shall submit *one (1) original and five (5) copies* of their proposal. A response to this RFQ should, at a minimum, include the information requested in each "Tab" specified below and shall have a font size no less than Arial 10 pt. Please note that the proposal must be tabbed as identified and should address the requirements in a clear and concise manner in the order stated herein. Please refrain from submitting company brochures and other documents not specifically requested.

The City reserves the right to seek additional/supplemental representation on specific issues as needed.

Withdrawal/Irregularities: A firm may completely withdraw its submittal up to the time of contract award. The firm must request the withdrawal in writing, signed by the firm's authorized representative. The withdrawal will not prejudice the right of the firm to participate on other current or future City solicitations.

The City reserves the right to reject any or all qualifications or to waive informalities or minor irregularities in the RFQs received in the best interest of the City.

Construct the proposal in the following format and a tab *must separate* each section:

TAB 1 - EXECUTIVE SUMMARY

In Tab 1 provide the following:

- Firm Introduction
- Provide a summary level statement indicating the underlying philosophy of your firm in providing required services to the City.
- Identify and discuss any of the services and / or methods of approach to the services which your firm believes to be either unique or outstanding or which is recognized as giving your firm a competitive edge or advantage.

*Summary must be limited to two pages.

TAB 2 - EXPERIENCE AND ABILITY

In Tab 2 provide the following:

- A. Respondents and respondent's team must demonstrate considerable relevant experience with the scope of services in the RFQ, and should emphasize both the experience and capability of the particular personnel who will actually perform the work. Also include information regarding the firm's capabilities and background.
- B. List all sub-consultants to be utilized and their experience with the scope of services in the RFQ.
- C. Submit an organizational chart with the following brief information:
 1. Principal point of contact
 2. Project Manager
 3. Provide brief resumes or descriptions of relevant experience for the proposed Project Manager and other Key Project Team members.

TAB 3 - PAST EXPERIENCE

In Tab 3 provide the following:

- A. A brief history of the firm and a description of relevant projects worked on in the last five (5) years including name, location, date of completion, size of project and dollar value, and the name and phone number of the owner's representative.
- B. Evidence of a successful track record of tasks or projects being completed on time and within allocated budgets. Include exceptional performance ratings and letters of commendation.
- C. List Program Management, Project Management, Engineering and Construction Management companies the firm has worked with. Provide a brief description of the relationship and the significant project activities or accomplishments. Include the name and phone number of a key contact for each company.
- D. Documentation of any Litigation, Major Disputes, Contract Defaults, and Liens in the last five (5) years. Describe and explain each.
- E. Response to the following question: *"Why should the City of Arcadia award a contract for said services to your firm?"*

TAB 4 - PROJECT APPROACH AND COST CONTROL

In Tab 4 provide the following:

- A. Discuss general approach and describe any special issues and resolution plans.
- B. Discuss how you will maintain coordination with City Staff and the procedures you will implement to track project progress.
- C. Emphasis should be placed on experience and ability to meet challenges of general aviation airports.

TAB 5 - REFERENCES

In Tab 5 provide the following:

- A. Provide a minimum of five (5) references that include the institution/Agency name, address, phone number, email, and contact's name and position.
- B. You may include up to five reference letters.

TAB 6 - DBE PARTICIPATION

In Tab 6 provide the following:

- A. DBE (Disadvantaged Business Enterprise) Participation (Consistent with 49CFR26 the project has a DBE goal of 10 %.) Identify the DBE(s) proposed for work and provide letters of commitment executed by the prime and proposed DBE identifying the work that will be done by the DBE. Alternatively, provide evidence of good faith efforts to meet the goal.

TAB 7 - OTHER INFORMATION

In Tab 7 provide the following:

- A. Other information
- B. Provide Proof of Insurance Capability - evidence shall be in the form of a letter from an authorized insurer indicating the ability to provide the required insurance.
- C. A completed updated Standard Form 330.
- D. Copy of valid State of Florida professional engineering licenses for all registered engineers indicated in Standard Form 330.

SECTION 7:

SUBMITTING STATEMENT OF QUALIFICATION (SOQ) RESPONSE

1. SOQ's shall be submitted as follows:
 - a. Submit **all** required submittal package components in a sealed envelope.
 - b. **Number of Submittal Package Copies:** Proposer shall submit six (6) complete sets to include :
 1. **One UNBOUND original with all supporting documentation** submitted as follows: 1) Letter size preferred, Maximum size - legal; 2) **20#** paper; 3) single sided; 4) no tabs or separators. The original shall include **ALL ORIGINALLY SIGNED documents.**
 2. Five complete copies of the Submittal Package
2. **SUBMIT HARDCOPY DOCUMENTS TO:**

City of Arcadia
Penny Delaney, City
Clerk 23 North Polk
Avenue Arcadia, Florida
34266

PROPER IDENTIFICATION: The front of each SOQ envelope/container shall contain the following information:

- A. The name and address of the proposer:
 - ✓ **REQUEST FOR QUALIFICATION (RFQ) NO. RFQ-2016-01 - AIRPORT CONSULTING SERVICES**
 - ✓ **The time/date specified for receipt of RFQ's _____**

The responsibility for submitting the SOQ to the City Clerk's office on or before the above stated time and date is solely that of the proposer. The City of Arcadia will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

All Submittal Packets must be in writing. The signer of the packet must declare that it is in all respects fair and in good faith without collusion or fraud and that the signer of the submittal has the authority to bind the principal proposer.

The City shall not be liable for any costs incurred by a proposer prior to entering into a contract. Therefore, all proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

Firms responding to this RFQ must be available for in-person presentations/interviews, in the event the Selection Committee requests presentations by shortlisted firms.

The only acceptable evidence to establish the time of receipt at the designated location is the time and date stamp on the submitted envelope/package. LATE submittals WILL NOT ARE CONSIDERED FOR EVALUATION.

NOTIFICATION: Proposers will be notified in writing via email of any changes in the specifications contained in this RFQ. Changes will also be posted on the City's website: www.arcadia-fl.gov and on Demand Star: www.demandstar.com.

NOTICES: No verbal or written information which is obtained other than through this RFQ or its addenda shall be binding on the CITY. No employee of CITY is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to that contained in or amended to this written RFQ document.

INTERPRETATION OF SOLICITATION PACKAGE - If there is any doubt as to the true meaning of the contents of this Solicitation Package, such inquiries regarding items or areas of the Solicitation Package shall be directed in WRITTEN FORM to the authorized City contact prior to the Deadline for Inquires date and time established in this document. Acceptable written form for inquiries is email, fax, or hard copy. Inquiries shall reference the due date and Solicitation (RFQ) Number. Failure to comply with this condition shall result in the Proposer waiving his/her right to dispute the Solicitation Package, inclusive of addenda issued. Any change to this solicitation shall be made by a written addenda duly issued to each registered Proposer. Receipt of such addenda shall be so noted within your Submittal Package. It shall be the responsibility of the Proposer, prior to submitting their Submittal Package, to either: 1) Contact the Purchasing Department or 2) visit www.arcadia-fl.gov to determine if addenda have been issued.

RIGHT OF REJECTION AND CLARIFICATION: The CITY reserves the right to reject any and all proposals and to request clarification of information from any proposer. The CITY is not obligated to enter into an Agreement on the basis of any proposal submitted in response to this document.

REQUEST FOR ADDITIONAL INFORMATION: Prior to the final selection, proposers may be required to submit additional information which the CITY may deem necessary to further evaluate the proposer's qualifications.

DENIAL OF REIMBURSEMENT: The CITY will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, for any travel and/or per diem costs that are incurred.

**EVALUATION PROCESS
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

EVALUATION:

Once the public acknowledgement of responses received has occurred, the City Clerk and Purchasing Department will review the responses to ensure compliance with the requirements detailed within the RFQ document. Responsive SOQ's will be distributed to each of the selection committee members upon receipt of signed Evaluator's Statement of Independence and Non-Conflict of Interest Form, located within the Selection Committee Guidelines.

The City Clerk will provide the committee members with all the necessary forms for the evaluation process. The Finance Department will monitor the evaluation process and provide guidance at the start of each formal evaluation. If requested, training on the evaluation process can be provided to the members with little or no previous evaluation experience. The Finance Department will review forms for completeness and compliance with the policy. Selection Committee members shall review the SOQ's and independently score each response for each criterion. These scores will be used to individually rank the responses. Then each member's rankings will be accumulated to determine the group rankings.

Application submittals will be evaluated, reviewed, and rated using a matrix to consider the proposal package, FDOT experience, FAA experience, Southwest Florida Water Management District experience and years of experience with Florida Airports. A "short list" will be developed, based on information submitted and qualifying factors stated above and in the Competitive Negotiations Act (F.S. 287.055), consisting of the applicants deemed most qualified. The applicants named on the short-list may be invited to make a presentation or otherwise interviewed prior to final selection. Multiple applicants may be selected.

The City of Arcadia intends to select consultants that demonstrate, in the City's opinion, the highest degree of compliance with the criteria listed below. With those consultants, the City of Arcadia will negotiate the agreements, including rates and fees. The technical aspects of the scope of work, deliverables, and schedule will be negotiated on a project-by-project basis. Qualifications will be evaluated in compliance with Florida Statute 287.055 (Consultants Competitive Negotiations Act) and specific criteria as follows:

1. Compliance with RFQ instructions (0 to 5 points)

The qualifications will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with instructions may be grounds for disqualification. Items to be considered for evaluation are:

- a. Presentation in the paper size and order requested.
- b. Presentation number of pages not exceeded.
- c. Information requested regarding firm background, professional and occupational licenses, and project team information included.
- d. Number of copies required submitted.
- e. Proof of liability insurance and limits.

2. Technical Expertise (0 to 20 points)

The qualifications will be evaluated on the consultant's approach, capabilities, and methods available to use in performing their project services.

- a. Project approach and cost control (discuss general approach and describe any special issues and resolution plans. Also discuss how you will maintain coordination with the Airport Director and procedures to track project progress). Emphasis should be placed on experience and ability to meet the challenges of general aviation airports.

3. Quality Control (0 to 10 points)

The qualifications will be evaluated on the quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner.

- a. Senior manager review process and availability
- b. Timely accomplishment of required objectives
- c. Personnel assignments and project management to provide the most effective delivery.
- d. Other QA/QC methods.
- e. Project budget tracking and billing.
- f. Federal and State permit coordination.
- g. Tracking of schedule.

4. Staff Credentials (0 to 15 points)

The qualifications will be evaluated on the basis of the consultant's demonstrated staff credentials.

- a. Organization profile and proposed project team management.
- b. Specific names and function of project team and their primary work location.
- c. Established team, how long they have worked together as a team.
- d. Current workload of key team members.
- e. Current commitment over the next one year period for key team members.
- f. If required for this discipline, include the name and license number of a Professional Engineer (PE) licensed in the State of Florida.
- g. Background, education and experience of proposed project team relative to this discipline.
- h. Communication skills and accessibility by email.
- i. Airport Management and/or Airport Operations experience.
- j. If subcontractors will be used for some services, names and addresses of the committed subcontractors and a description of the type of work the subcontractors will perform.
- k. Resumes of key personnel.
- l. JACIP planning
- m. Knowledge of FAA of FARS and AC's.
- n. Affiliation with professional aviation organizations

5. Related Experience with Similar Projects and/ or the City of Arcadia (0 to 25 points) The qualifications will be evaluated on the basis of the consultant's expertise in relevant projects.

- a. Number of years performing services in this discipline.
- b. Permitting and agency coordination experience.
- c. The firm's or its project manager's responses to request from the client.
- d. Timely execution of projects.
- e. Current workload of key team members.
- f. Current commitment over the next one year period for key team members.
- g. A list of all current and previously completed projects within the past three (3) years in this discipline that the firm has worked on, or is working on.
- h. DBE understanding and experience.

6. **Location (0 to 10 points)** the firm will be evaluated on proximity or availability of project team to the Airport.
 - a. Specify current and planned office location for key members of the project team.

7. **References (0 to 15 points)**

The references should include a minimum of three (3) clients that have recently hired your firm for projects in the discipline currently offered by the firm, including completed projects. For each project include the name of the firm's project manager, name of the client, the client's project manager, their phone numbers and email addresses.

To avoid duplication, an individual designated by the Selection Committee, will contact and rank references. Points will be awarded based on the following:

- a. Submission of references in the required format.
- b. Satisfactory response from the contacts regarding project performance.
- c. The firm's or its project team's response to requests from clients.
- d. Timely execution of projects.

SELECTION COMMITTEE:

Members of a Selection Committee are to be selected and shall include representatives from the User Department, and other department/division(s) involved, as well as any other individual(s) with specialized expertise. A representative of the Finance Department shall chair the committee as a non-voting member. The Selection Committee will consist of not less than three members, consisting of an odd amount of members, not to exceed seven (7) members, except in special circumstances pre-approved by the City Administrator.

The members of the Selection Committee shall be identified prior to the solicitation issuance and a list sent to the Finance Department. Final approval of Selection Committee members rests with the City Administrator.

Selection Committee and all other meetings during the evaluation period prior to final selections must comply with the State of Florida Sunshine and Public Record Laws. Reasonable notice of the date, time and place of the meeting must be given. The meeting shall be recorded, but not transcribed. The meeting recordings shall be available for public review by appointment with the City Clerk

Prior to the issuance of the RFQ, a copy of the document shall be provided to each member of the Selection Committee for review when possible. If this is not possible, each member shall receive a copy of the document upon issuance.

ORAL PRESENTATIONS:

A selection of at least three consultant firms deemed most qualified will be required to provide an oral presentation to the Selection Committee regarding their qualifications, approach to the project and ability to furnish the required services. In the case where less than three responses are received, oral presentations will be provided by all respondents.

Finance Department staff will coordinate the schedule of the oral presentations with the Selection Committee and confirm attendance of members.

Once the oral presentations are completed, the Selection Committee will conduct a post presentation ranking and determine the final ranking.

Other options that may be considered by the Selection Committee are to reject all proposals, and/or reissue the formal solicitation with revised specifications.

RECOMMENDATION OF FIRMS:

Purchasing Department and the User Department will present the committee's recommendation of the three most qualified firms to the City Administrator for review. The City Administrator will submit to City Council.

NEGOTIATIONS:

Upon approval by City Council to enter into negotiations with the top ranked firm, the Purchasing Department staff will schedule a meeting between the top ranked firm and the negotiation team. The negotiation team will consist of essentially the same personnel as the Selection Committee to the extent possible. Detailed discussions will be held by the firm and the City to clearly establish the scope of the project and the exact services to be performed by the Consultant.

The negotiation team shall negotiate a contract for professional services with the most qualified firm at a compensation which the City determines is fair, competitive and reasonable. In making such determination, the City shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.

Negotiations must comply with F.S. 287.055(5) and 286.0113. Should the City be unable to negotiate a satisfactory contract with the top ranked firm, negotiations with that firm must be formally terminated. The City shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm, the City must terminate negotiations. The City shall then undertake negotiations with the third ranked firm.

Should the City be unable to negotiate a satisfactory contract with any of the selected firms, the City shall select additional firms in order of their competence and qualification and continue negotiations in accordance with the prior requirements until an agreement is reached.

**STATEMENT OF NO PROPOSAL/SUBMITAL
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

**City of Arcadia Purchasing
Department 23 North Polk Avenue
Arcadia, Florida 34266**

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately or fax to 863-494-4623

We the undersigned have declined to submit a Proposal on the requested service: **RFQ NO. 2016-01**

- Insufficient time to respond to the RFQ.
- We do not offer this 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 service.
- Other (specify below).

Remarks: _____

Company name: _____

Signature: _____

Address: _____

Telephone: _____

Email Address: _____ Date: _____

**PROPOSERS CHECKLIST
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

Proposals will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with proposal.

- _____ Completely Statement of Qualifications (SOQ) (original and five (5) copies)
- _____ Acknowledgement of Receipt of Addendum (if applicable)
- _____ Qualifications Statement Form
- _____ Hold Harmless Form
- _____ Drug Free Workplace Form
- _____ Certification Regarding Debarment
- _____ Public Entity Crimes Form
- _____ Non-Collusion Agreement
- _____ Conflict of Interest

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

Were Addendum issued on this Solicitation? Yes _____ No _____

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this solicitation by listing the Addendum by number, date and signing the form:

Addendum _____ Date: _____

RESPONDENT:

By:
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

**QUALIFICATIONS STATEMENT
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **23 NORTH POLK AVENUE**
ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY: _____ Corporation
NAME: _____ Partnership
ADDRESS: _____ Individual
PRINCIPAL OFFICE: _____ Joint Venture
_____ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

The address of the principal place of business is: _____

2. If the Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer: _____

g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership:

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

10. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the services:

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE

State of Florida

County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and (Name(s) of individual(s) who appeared before Notary)

whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

_____ Produced identification:

_____ DID take the oath, or

_____ DID NOT take the oath.

**SWORN STATEMENT PURSUANT TO SECTION
287.133(3)(a),
DEBARMENT CERTIFICATION
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
CITY OF ARCADIA AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Arcadia, Florida, a Municipal Corporation, 23 N. Polk Ave., Arcadia, FL 34266 by _____

[print individual's name and title]

for _____ whose business

[print name of entity submitting sworn statement]

address is _____

_____ and (if applicable) it's Federal Identification Number

(FEIN) is _____ (If the entity has no FEIN, include the Social Security

Number of the individual signing this sworn statement _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ **[signature]** RFQ-2016-01
_____ **[Reference: Solicitation Number]**

Sworn to and subscribed before me this ___ day of _____, 20___. Personally known _____ or Produced _____ as identification.

[Type of identification]

Notary Public - State of _____

My Commission expires: _____

[Signature of Notary]

[Printed, typed or stamped commissioned name of Notary Public]

**NON-COLLUSION AFFIDAVIT
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

By signing this offer, the vendor/consultant certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Arcadia officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Arcadia officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Arcadia Purchasing Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT
STATE OF FLORIDA, COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,
_____, who after being duly sworn, deposed and said that he is the
fully authorized _____ of _____
(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract,

other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, _____.
NOTARY PUBLIC

AFFIANT

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF _____ IN THE
COUNTY OF _____ being first duly sworn, on oath, says that the bid
above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any
person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced
or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or
corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to
secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this
____ day of _____, _____ NOTARY PUBLIC in and for the State of _____

Signature _____

Seal

**CONFLICT OF INTEREST FORM
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ **(List Position Or Board)**

I am the spouse or child of an employee, public officer or advisory board member of the City

Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City

Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PER AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

**RESPONDENT'S CERTIFICATION
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

I have carefully examined the Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the Agreement.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the City of Arcadia or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS: _____

CITY: _____

STATE, ZIP CODE: _____

() _____
TELEPHONE NUMBER

EMAIL ADDRESS

**EXAMPLE AGREEMENT
CITY OF ARCADIA
AIRPORT CONSULTING SERVICES
SOLICITATION #RFQ2016-01**

THIS AGREEMENT is made this ____ day of _____, 2016, between City of Arcadia, Florida (the "CITY"), whose address is 23 North Polk Avenue, Arcadia, Florida 34266, and _____, a _____, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is _____.

WHEREAS, the CITY has determined that it is necessary, expedient, and in the best interest of the CITY to retain an experienced and qualified firm to provide Airport Consulting Services for the City of Arcadia Municipal Airport; and

WHEREAS, the CONSULTANT desires to render services described in the Scope of Services, attached hereto as Exhibit "A" and have the qualifications, experience, staff and resources to perform those services; and

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and CITY policy, the CITY has determined it to be in the best interest of the CITY to award an Agreement to the CONSULTANT for the rendering of those services described in Exhibit A; and; **NOW, THEREFORE**, in consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the CITY and the CONSULTANTS(S).

I. INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the CITY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement.
- B. Scope of Services attached hereto as Exhibit "A".
- C. Price Proposal attached hereto as Exhibit "B".

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

II. CONSULTANTS SERVICES.

CONSULTANT agrees to diligently and timely perform professional services for the CITY to provide Airport Consulting Services for the City of Arcadia Municipal Airport.

The initial Agreement period will be from the date of award or date to be determined until

_____. The Agreement will then be eligible for renewal upon mutual consent annually _____ - _____ for three (3) additional twelve (12) month periods or until terminated per this Agreement.

III. RESPONSIBILITIES OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the CONSULTANT under this Agreement. The CONSULTANT shall,

without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

- A. CONSULTANT shall furnish all labor, supervision, equipment and materials for the Service. If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly responsible for the performance of this Agreement.
- B. The CONSULTANT covenants and agrees that it and its sub-consultants, if any, and its employees shall be bound by the Standards of Conduct, Chapter 112, Florida Statutes as it relates to Work performed under this Agreement. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.
- C. Prior to entering into this Agreement, the CONSULTANT shall file a sworn statement with the CITY as described for Public Entity Crimes of the Florida Statutes, Chapter 287.133, and the CONSULTANT shall thereafter comply with Florida Statutes concerning such activities.
- D. The CONSULTANT shall comply with and contractually require its sub-consultants to comply with all federal, state, and local laws, regulations and ordinances applicable to the Work or payment for Work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of Work under this Agreement.
- E. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the CONSULTANT'S offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three-(3) years after completion of the services or as required by Chapter 119, Florida Statutes.
- F. CONSULTANT further represents and warrants that all previous representation and statements made in the Solicitation Forms attached to its response to Solicitation RFQ-2016-01 are accurate to the best of CONSULTANT'S knowledge and reaffirms its attestations and the information contained in those documents herein.
- G. CONSULTANT represents and warrants that all state and federal licenses required to complete the Scope of Services shall be obtained by the CONSULTANT prior to commencement of any Work.
- H. CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Scope of Services. The CONSULTANT shall take all necessary precautions to insure the safety of persons, the environment, and its work product.

IV. OBLIGATIONS OF CITY

- A. The CITY will designate an Administrative Agent to act on behalf of the CITY with respect to the Scope of Services and whose role is to monitor day-to-day activities and ensure all requirements are met and do all things necessary to properly administer the terms and conditions of this Agreement. The CITY will designate the Administrative Agent at the Kick-Off Meeting to be scheduled at a later date. The responsibility of the CITY'S Administrative Agent shall include:
 - 1. Examination of all reports, estimates, proposals, and other documents presented by the CONSULTANT, rendered in writing, and to make any necessary decisions within a reasonable time.

2. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to materials, and other matters pertinent to the Work covered by this Agreement.
 3. Review for approval or rejection of all of the CONSULTANT'S documents and payment requests in a timely manner.
 4. Returning items delivered by the CONSULTANT, which are not conforming to the Scope of Services, at the CONSULTANT'S expense and risk of increase in cost for items not delivered as specified.
- B. The CITY shall, upon request, furnish the CONSULTANT with all existing data, studies and other information in the CITY'S possession which may be useful in connection with the Work, all of which shall be and remain the property of the CITY and shall be returned to the CITY'S Administrative Agent upon completion of the Services to be performed by the CONSULTANT.
- C. The CITY'S Administrative Agent shall conduct periodic reviews of the Work of the CONSULTANT necessary for the completion of the CONSULTANT'S services during the period of this Agreement and may make other CITY personnel available, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the CITY.

V. COMPENSATION AND PAYMENT OF CONSULTANT

Providing that the CONSULTANT shall strictly and completely perform all of its obligations under the Agreement, and subject only to additions and deductions by Modification or as otherwise provided in the Agreement; the CITY shall pay to the CONSULTANT, in current funds and at the times and conditions hereinafter specified, a fee not to exceed the rates as outlined in the CONSULTANT'S Price Proposal Form attached hereto as Exhibit "B".

The CITY will require a detailed breakdown of travel and out-of-pocket expenses to be submitted with each invoice. The Expenditure Report shall include: Payee, Description, Period of Service, Amount and Invoice Number. All invoices for which these expenditure reimbursements are requested must include this report before payment can be processed.

The CITY'S performance and obligation to pay under this Agreement is contingent upon an appropriation by the City of Arcadia City Council.

A. METHOD OF PAYMENT

1. The CONSULTANT shall prepare and submit to the CITY'S Administrative Agent for approval, invoices for those specific tasks described in the Scope of Services. Payment shall be issued by the CITY'S Finance Department, who shall initiate disbursements for invoices approved by the Administration Agent in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously.

The CTIY reserves the right to withhold payment to the CONSULTANT for failure to perform the Work in accordance with the provisions of this Agreement and the CITY shall promptly notify the CONSULTANT if any invoice or report is found to be unacceptable and will specify the reasons.

2. For Services that were partially completed, payments shall be paid monthly in proportion to the percentage of completed Work on those specific services approved in writing by the CITY'S Administrative Agent.

VI. LIABILITY OF CONSULTANT

The CONSULTANT shall indemnify and hold harmless the CTIY, and the CTIY'S officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed by or utilized by the CONSULTANT in their performance under this Agreement. Notwithstanding any other provision contained in this Agreement, neither Party shall be liable to the other Party for, and each party expressly releases the other Party and its subcontractors from, any punitive, indirect, special, exemplary or consequential damages of any kind, including without limitation, lost profits or loss of use.

VII. INSURANCE

- A. Before performing any services, the CONSULTANT(S) shall procure and maintain, during the life of the Agreement, unless otherwise specified the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the CTIY and placed with insurance carriers approved and licensed by the Florida Insurance Department and meet a minimum financial AM Best and Company rating of no less than "Excellent": VII. No changes are to be made to these specifications without prior written specific approval by the City Administrator.

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY -OCCURRENCE FORM REQUIRED:

CONSULTANT(S) shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

PROFESSIONAL LIABILITY:

CONSULTANT(S) shall maintain professional liability errors and omissions coverage with limits of not less than \$ 1,000,000 for professional services rendered in accordance with this Agreement. The CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the CONSULTANT shall notify Human Resources within thirty (30) days of the change.

EVIDENCE OF INSURANCE:

The CONSULTANT shall furnish the CITY with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of this Agreement, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the CITY before the commencement of any work activities.

B. POLICY FORM

1. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the CITY's Human Resources Director are to be written on an occurrence basis, shall name the City of Arcadia, its Council Members, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Worker Compensation, agree to waive all rights of subrogation against the City of Arcadia, its Council Members, Officers, Agents, Employees and Volunteers.
2. Insurance required in this Agreement shall be provided by or in behalf of all sub-consultants to cover their operations performed under this Agreement. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
3. Each insurance policy required by this Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by Certified Mail, Return Receipt requested has been given to Human Resources Director.
5. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
6. The procuring of required policies of insurance shall not be construed to limit the CONSULTANT'S liability nor fulfill the indemnification provisions and requirements of this Agreement.
7. The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy.

8. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Agreement, as well as the Agreement number and description of Work, are to be furnished to the CITY's Human Resources Director (201 23 North Polk Avenue, Arcadia, FL 34266) prior to commencement of Work AND a minimum of thirty (30) calendar days prior to expiration of the Insurance Contract when applicable. All insurance certificates shall be received by Human Resources Director before the CONSULTANT will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the CONSULTANT'S insurance company and to the City as soon as practicable after notice to the insured.

VIII. OWNERSHIP AND USE OF DOCUMENTS

The documents, or reproducible copies, including reports, designs, specifications, notebooks, tracings, photographs, negatives, findings, data, memoranda and other documents developed by the CONSULTANT in connection with its Services shall be delivered to, and shall become the property of the CITY as they are received by the CITY. The CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific written authority is required from the CITY'S Administrative Agent for the CONSULTANT to use or disclose any of the work products of this Agreement on any non-CITY project.

IX. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the CITY. The CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the CONSULTANT to perform the Services of this Agreement, shall comply with the information presented in the RFQ made a part hereof by reference. The CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSULTANT'S key personnel must receive the CITY Administrative Agent's written approval before said changes or substitution can become effective.

- A. The Services to be rendered by the CONSULTANT shall commence within ten days, unless otherwise provided, of the CONSULTANT'S receipt of written Notice of Commencement from the CITY'S Administrative Agent.
- B. The CONSULTANT specifically agrees that all Work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in the Scope of Service, subject only to delays caused through no fault of the CONSULTANT or the CITY. Time is of the essence in the performance of this Agreement. The CONSULTANT shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc. because of hindrances or delays for any cause whatsoever, whether or not occasioned by an act of God, or by any act or omission on the part of the CITY. CITY'S agents or governmental agencies having jurisdiction which hinder or delay may entitle the CONSULTANT to an extension of time in which to complete the Work, which shall be determined by the CITY, provided that the CONSULTANT will give written notice within two weeks as provided herein of

the cause of such act, hindrance or delay. An extension of Time shall be the CONSULTANT'S sole and exclusive remedy for all claims for delay, including delays attributable to breach of the Agreement or tort. However, the time shall not be extended past the completion date stipulated in any grant agreement executed by the CITY. If any emergency or natural disaster causes delay or interference with the use or delivery of the Services, the CITY reserves the right to cure from other sources any services during any suspension of delivery.

- C. The CONSULTANT agrees to provide to the CITY's Administrative Agent as defined herein, monthly written progress reports concerning the status of the Project if requested. The CITY's Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of Work performed by the CONSULTANT. The CONSULTANT, upon request, will include a Project Schedule update with all written progress reports.
- D. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CONSULTANT which delay the Project Schedule completion date, the CITY's Administrative Agent shall not unreasonably withhold the granting of an extension of the Project Time limitation equal to the aforementioned delay.

X. PERSONAL SERVICES; ASSIGNMENT

The Work and Services provided for herein shall be performed by the CONSULTANT, and no other person shall be engaged upon such Work or Services by the CONSULTANT except upon the written approval of the CITY, provided, however that this provision shall not apply to secretarial, clerical or other similar incidental services needed to assist the CONSULTANT in performance of this Agreement. The CONSULTANT shall not hire City of Arcadia City Councils' employees to perform any portion of the Work or Services provided for herein. Neither this Agreement nor any interest or claims hereunder shall be assigned or transferred by the CONSULTANT to any party or parties, except with the written consent of the CITY.

CONSULTANT agrees that 100% of the dollar value of the Work, excluding printing or other similar ancillary services, shall be performed by the CONSULTANT.

XI. TERMINATION FOR DEFAULT

The CITY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONSULTANT to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated.

Upon default by the CONSULTANT to meet any term of this Agreement or related Exhibit, the CITY will notify the CONSULTANT, providing three (3) days (weekends and holidays excluded) to advise the CITY of its plan for corrective action to remedy the default. The corrective action plan must be accepted by the CITY. Failure on the CONSULTANT'S part to correct the default within the approved time period shall result in the Agreement being terminated and the CITY notifying in writing the CONSULTANT of the effective date of the termination. The following shall constitute an act of default:

1. Failure to perform the Work required under the Agreement and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
2. Failure to begin the Work under this Agreement within the time specified.

3. Failure to perform the Work with sufficient workers to ensure timely completion.
4. Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
5. Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Agreement.
6. Failure to comply with any of the terms of the Agreement.
7. Failure to pay sub-consultants or others pursuant to Work done under this Agreement.

In the event of default, the CONSULTANT shall pay any damages sustained by the CITY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the CITY after costs are claimed and allowed. All documents prepared by the CONSULTANT in connection with this Agreement will be the property of the CITY.

The CITY shall authorize payment to the CONSULTANT, the costs and expenses for Work performed by the CONSULTANT prior to receipt of the Notice of Termination; however, the CITY may withhold from amounts due the CONSULTANT such sums as the Administrative Services Director deems to be necessary to protect the CITY against loss caused by the CONSULTANT because of the default.

XII. TERMINATION FOR CONVENIENCE

- A. The CITY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective the date specified in the notice, for any of the following reasons:
 1. The CITY has determined that such cancellation will be in the best interest of the CITY.
 2. Funds are not available to cover the cost of the Services. The CITY'S obligation is Contingent upon the availability of appropriate funds.

The Purchasing Manager shall give written notice of the termination to the CONSULTANT specifying the reason for the Agreement termination and when termination becomes effective.

The CONSULTANT shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONSULTANT will stop Work to the extent specified.

The CITY shall pay the CONSULTANT under following conditions:

1. All costs and expenses incurred by the CONSULTANT for Work accepted by the CITY prior to the CONSULTANT'S receipt of the Notice of Termination.

Anticipatory profit for Work and Services not performed by the CONSULTANT shall not be allowed.

If, after Notice of Termination of the CONSULTANT'S right to proceed under the provisions of this clause, it is determined for any reason that the CONSULTANT was not in default under the provisions of the Agreement, the CITY may at its option, agree to reinstate the Agreement allowing for project completion.

Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by

the exercise of reasonable diligence the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

Neither party shall, however be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations under this Agreement.

- B. Convenience. The CITY reserves the right to cancel this Agreement if the cancellation is in the best interest of the CITY for its own convenience.
- C. In addition to termination, if during the term of the Agreement, the CONSULTANT should refuse or otherwise fail to perform any of its obligations under the Agreement, the CITY reserves the right to: 1) obtain the services from another CONSULTANT, and/or 2) suspend the CONSULTANT from bidding for a period of twenty-four (24) months on other CITY Solicitations or Requests for Proposals. In the event the CITY has not terminated the Agreement and there remains a dispute with the CONSULTANT, the CONSULTANT may agree at the CITY'S request to continue to operate and perform under the terms of the Agreement while such dispute is pending and further agrees that, in the event a suit is filed for injunction or other relief, it will determine if it shall continue to operate until the final adjudication of the suit by the CITY unless otherwise requested by the CITY.

XIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services, the CITY and the duly authorized representative for the CONSULTANT shall agree in writing to this change. All changes shall be in accordance with the requirements of the City of Arcadia Purchasing Policy.
- B. Any reference to a specific chapter of the Florida Statutes in this Agreement shall incorporate that law by reference and made a part of this Agreement.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in DeSoto County, Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- E. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if personally delivered or sent by the parties via United States certified mail, postage paid.
- F. The CONSULTANT shall keep books, records, and accounts of all activities related to the performance of this Agreement in compliance with generally accepted accounting procedures. All document, papers, books, records, and accounts made or received by the CONSULTANT in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY.
- G. It is possible that during the course of and subsequent to the termination of this Agreement, the CONSULTANT may desire to publish certain results of scientific, technical or general interest study originating under or existing by virtue of this Agreement in, or by means of journals, magazines, newspapers, radio broadcasts, or other media of communication. The CONSULTANT shall not, without the written approval of the CITY, disclose to others, publish or authorize anyone to publish any technical or confidential information acquired in the course of doing Work or rendering Services under this Agreement unless required by Chapter 119, Florida Statutes.
- H. Captions and paragraphs are added for the mere convenience of the parties. Both parties have had an opportunity for legal review prior to signing this document. This Agreement shall not be construed more strictly against the party responsible for the primary drafting of the document.
- I. In the event of litigation, attorney fees shall be awarded to the prevailing party, including any and all attorney fees incurred by virtue of appellate review.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Arcadia
 23 N. Polk Ave.
 Arcadia, FL 34266
 Attention: Purchasing Department
 Phone: (863) 494-4114 Fax: (863) 494-4623 Email: aahorkey@arcadia-fl.gov

With a copy to: City Attorney
 C/o Swayne and Harris
 425 S. Commerce Ave.
 Sebring, FL 33870

And if sent to the CONSULTANT shall be mailed to:

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONSULTANT, and one to the CITY CLERK for filing in the official records.

CITY CLERK

CITY OF ARCADIA, FLORIDA

Attest: _____
Penny Delaney, City Clerk

By: _____
Susan Coker, Mayor

Consultant Witnesses:
(2 REQUIRED)

Consultant: _____

Witness _____
Name (Print)

Business Name

Signature

By: _____
Signature

Witness _____
Name (Print)

Print Name and Title

Signature

APPROVED AS TO LEGAL FORM FOR THE RELIANCE
OF THE CITY OF ARCADIA ONLY:

THOMAS J WOHL, CITY ATTORNEY

AGENDA No. 13



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date:

April 19, 2016

DEPARTMENT: Administration

SUBJECT: Mr. Gary Frierson's request to purchase city parcel #30-37-25-0A00-1270-000

RECOMMENDED MOTION: **No recommended motion at this time.**

SUMMARY:

1. In a letter dated 12/17/2015, Mr. Gary Frierson petitioned the council to sell to him city owned parcel #30-37-25-0A00-1270-0000.
2. Mr. Frierson is the current owner of the majority of parcels which surround the above named parcel.
3. The city parcel was at one time a part of the parcel now owned by Mr. Frierson.
4. The city parcel was donated to the city in 1957 by a prior property owner for the purpose creating a road Right of Way. However, the donated piece was never plated as an ROW.
5. Another abutting property owner, Mr. Joseph Fiorini submitted a letter dated 2/29/16 supporting sale of the city parcel. He also appeared at the meeting of 3/15/16 requesting to purchase a portion of the city property as well as some of Mr. Frierson's abutting property.
6. An appraisal was completed by Eugene Heitman in 2014 who was selected by the city, with Mr. Frierson reimbursing the cost to the city. It yielded a recommended value of \$6,500. An update to the original appraisal was completed by Mr. Heitman and the new value is \$7,500.
7. Because of its size location and configuration, the city has no other use for said property.
8. This item went before the City Council on March 15, 2016 and it was decided to table the item until the second meeting in April in order to give Mr. Frierson and Mr. Fiorini time to possibly come up with a solution they could agree upon. Neither Mr. Frierson nor Mr. Fiorini have indicated they have agreed upon any such solution.
9. The possibility of auctioning the property was discussed.

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: 4/8/2016

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

December 17, 2015

Mayor and City Council Members,

The City owns a parcel of land on the north side of town, parcel # 30-37-25-0A00-1270-0000. I would like to pursue acquiring this property from the city.

The city council minutes from 1957 indicate the city was given this property at no cost for the purpose of a road right-of-way. The city agreed to build a road on the property providing access from Hy 17 to the then current owners business property. A road was never constructed or opened.

Construction of Hy 17 south bound provides access to the property making this right-of-way unnecessary.

This right-of -way divided what remains of the original parcel into two unusable parcels. One being to small to develop and the only access to the other is an unopened city street or to trespass across a neighbors property. I own most of the property on both sides of the donated right-of-way.

With the City Councils permission I would like meet with the city administrator to explore the possibility of acquiring this property.

Respectfully,



Gary Frierson

Vacant site on North DeSoto Avenue

File No. 1270desoto

Borrower/Client	Gary Frierson		
Property Address	1270 N. DeSoto Avenue		
City	Arcadia	County	DeSoto
State	FL	Zip Code	34266
Lender	City of Arcadia		

TO WHOM IT MAY CONCERN;

PURPOSE: To determine estimated Market Value of vacant site described in attached addendum (Parcel #: 30-37-25-0A00-1270-0000)

Site size: Per DeSoto County Property Appraiser's records, site contains 1.0 acre. It is a long, narrow tract with no usable street access.

Site is bordered on the east side and on the west side by land owned by Mr. Gary Frierson.

Access: Site has no usable access. Frankfort Street, a platted street that is not accessible by normal vehicular traffic runs 64.48' along the north side of said tract. There is 32.23' of frontage facing North DeSoto Avenue (US 17 South) with no current access. It is zoned R1A (residential = single family site built houses).

Since subject site has no actual vehicular access, it appears to be of no value to anyone but the adjacent landowner(s).

Because, historically, lands in a similar situation have been vacated by the city and allotted equally to the land owners on each side, there were no sales of similar sites found in MLS and public records during the past 12 months. The DeSoto County Property Appraiser has the site valued at \$6,000.00 for tax purposes.

A nearby (closer to the downtown business district) sale closed 6-25-2014 for \$42,000. The address is 127/139/143 North DeSoto Avenue (3 parcels - the site of the former DeSoto Chemical Company). It is located about 1/2 block north of the intersection of US 17 South and SR 70 West. The complete legal is: the south 1/2 of Lot 7, and all of Lots 8 - 13 inclusive, Block 24, Town of Arcadia. It has 325' of frontage on south bound US 17 and also has 325' frontage on a paved alley at the rear of the site. Depth is 172'; total area is 55,900 sf. Price per square foot is \$0.75; price per front foot is \$129.23. This is a desirable rectangular tract of land with excellent frontage and access on both US 17 southbound and on a paved alley. These parcels are zoned C-1 (commercial)

Based on the above figures and considering the size, shape, location, street frontage, and zoning, subject has an estimated market value of \$0.15 per square foot (43,560 sf X \$0.15 = \$6,534). Rounded to \$6,500.00.



Eugene P. Heitman
 Cert Res RD 1649
 5162 NW Oak Hill Avenue
 Arcadia, FL 34266

Vacant site on North DeSoto Avenue

File No. 1270desoto

Borrower/Client	Gary Frierson		
Property Address	1270 N. DeSoto Avenue		
City	Arcadia	County	DeSoto
State	FL	Zip Code	34266
Lender	City of Arcadia		

LEGAL DESCRIPTION:

Begin at the West 1/4 Corner of Section 30, Township 37 South, Range 25 East; thence run North 89D 36M 41S East, 1612.98' to the Point-of-Beginning; thence run South 21D 06M West, 673.06' to the South line of the N 1/2 of the N 1/2 of the SW 1/4 of said Section 30; thence run North 89D 34M East along said line 184.56' to the Westerly Right-of-Way of the ACL Railroad (said line being at a right angle from the center line of the railroad); thence run North 21D East along said right of way, 32.23'; thence run South 89D 34M West 120'; thence run North 21D 06 M East, 640.75'; thence run South 89D 36M 41S West, 64.48' to POB.

Above described lands lying and being in DeSoto County, Florida.



February 29, 2016

City of Arcadia Florida
23 N. Polk Ave
Arcadia, FL 34266

Honorable Mayor, City Council Members, and City Administrator,

The City owns a parcel of land on the north side of town, parcel # 30-37-25-0A00-1270-0000. I would like to pursue acquiring a portion of this property from the city.

The city council minutes from 1957 indicate the city was given this property at no cost for the purpose of a road right-of-way. The city agreed to build a road on the property providing access from Hy 17 to the then current owners business property. A road was never constructed or opened.

Construction of Hy 17 south bound provides access to the property making this right-of-way unnecessary.

This right-of-way divided what remains of the original parcel into two unusable parcels. I own WFLN which owns the 4 acres just west of this parcel.

I would support the city divesting itself of this property and would be interested in discussing same.

I believe that Mr. Gary Frierson has also approached the city on this matter as the owner of the property just north of mine and west of the said property.

Sincerely,

Joseph Fiorini
President
Fiorini Broadcasting, LLC / WFLN
863-993-1480
Joe@Fiorinibroadcasting.com

DeSoto County Property Appraiser

2014 Certified Values

updated: 5/28/2015

Parcel: 36-37-24-0218-0100-0170

<< Next Lower Parcel | Next Higher Parcel >>

<< Prev Search Result: 9 of 23 Next >>

Owner & Property Info

Owner's Name	GULLEDGE LILLIE
Site Address	GRIFFIN ST
Mailing Address	5596 MAYFAIR CROSSING DR LITHONIA, GA 30038-0000
Use Desc. (code)	VACANT (000000)
Tax District	1 (Within City Limits)
Neighborhood	400100
Land Area	0.160 ACRES
Market Area	04
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction. LINCOLN PARK LOTS 17 & 18 BLK 10 OR 443/954

GIS Aerial



Property & Assessment Values

Mkt Land Value	cnt: (1)	\$3,000.00
Ag Land Value	cnt: (0)	\$0.00
Building Value	cnt: (0)	\$0.00
XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$3,000.00

2014 Certified Values

Just Value	\$3,000.00
Class Value	\$0.00
Assessed Value	\$3,000.00
Exempt Value	\$0.00
Total Taxable Value	County: \$3,000.00 City: \$3,000.00 Other: \$3,000.00 School: \$3,000.00

Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
12/15/1999	443/954	WD	V	Q		\$3,500.00
1/31/1992	293/1	QC	V	U	01	\$0.00
10/22/1991	289/832	TX	V	U	01	\$600.00

Building Characteristics

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

Extra Features & Out Buildings

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

Land Breakdown

Lnd Code	Desc	Units	Zoning *
000000	VAC RES (MKT)	1 UT - (0000000.160AC)	R-1C

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

Regular Meeting 7-3-1957 - Continued

ground on private property at some risk. Councilman Bishop and Ralls were asked special permission to investigate the matter further to see if some arrangement could be made to the satisfaction of all concerned.

The Manager of Radio Station, W. A. F. G. being present, inquired when the street was going to be constructed from Road 17 across the A. C. F. R. to serve the Radio Station and other property owners in that vicinity. He was told that all arrangements had been made and the work would likely start in the very near future, by Chairman Bishop of the Public Works Department.

The request of Katharine Price, colored, for license to operate a barhouse across the street from Corralis Pecking House was referred to Councilman Bishop and Building Inspector Hanson for investigation and report back to Council.

The City Council having passed Ordinance No. 551 Oct. 2, 1956 to close the 3 25 foot alley or street running E & West along the N. boundary of Lots 1 through 14, inclusive of Block B Mountain Park on petition of the owners of those lots, including the Trustees of the Hills Lodge, and their further request for deeds to the 3 25 feet of the alley adjoining its property on the North, with the understanding it was uncertain as to who actually had title to the closed part of the alley; And, as Mrs. Ruth T. Hopkins, and Mr. W. Craighard made a second request to the Council, verbally, for a deed to the 3 25 feet of the alley adjoining their properties, the Council after discussion declined to act their requests on motion of Ralls, seconded by Bishop and carried.

City Marshal Crews, being in attendance at the meeting was asked to check the rates now being applied by Taxi Cabs in Arcadia after it was reported some complaints had been made to City Officials.

On motion of Bishop, seconded by Ralls and carried, the City Recorder was requested to notify the Officials of Tin Can Tourists of the World, I. C., that they will be welcome and Home Coming at the City Waller Park next Spring as usual, but that the City will not be responsible for the maintenance of the Park property due to the condition of the same.

The City Recorder reported that Officials of the DeSoto National Bank, before the latest change in control, would discuss taking the Fireman's Pension Fund money for time deposit, and pay 2%, and suggested Mayor Lewis may wish to discuss this with the new Management of the Bank, he being Chairman of the Trustees of the Firemans Pension Fund for our Fire Dept.

On motion of Bishop, seconded by Cavas and carried, the Council ordered signs painted on the two Police Cars to identify them as such.

There being no further business, the meeting adjourned.

Chris. G. Hibson
City Recorder

Ray L. G. King
President

SPECIAL CALLED MEETING MAY 23, 1957

A Special Called Meeting of the City Council was held at City Hall on Thursday May 23, 1957, at 7:30 o'clock P. M.

All City Councilmen were present except Councilman Mike Poeser; Mayor Lewis and City Attorney Purvis were also in attendance.

President Dykes, when calling the meeting to order, stated it was for the purpose of hearing Mr. J. E. Baril, Manager of the Florida Development Commission, Planning Department, of Tallahassee, who had been invited to meet with the Council and tell it of the services the Development Commission had to offer involving Rezoning and other City Planning projects. President Dykes, stated further that while waiting for the appearance of Mr. Baril, regular business could be presented, if any.

It being necessary to pass a Resolution, as a part of an Agreement with the A. C. L. RR Co- to accomplish a crossing of the A. C. L. tracks off Road 17 North of town for a proposed street to be opened, to run in a Westerly direction to Arcadia Avenue, Councilman Bishop submitted such Resolution, and moved for its adoption, seconded by Councilman Ralls and unanimously carried, the Resolution as follows:

RESOLUTION

At a regular meeting of the City Council of the City of Arcadia, Fla., held the 23rd day of May, 1957, the following was ordered and spread upon the minutes:

"It is hereby ordered by the City Council of the City of Arcadia, Florida, that the form of Agreement between the said City and Atlantic Coast Line Railroad Company dated June 15, 1956, by the provisions of which the said Railroad Company grants to the said City the right or license of constructing and maintaining a public road or street crossing at grade across the right of way and track or tracks of the Atlantic Coast Line Railroad Company, at Arcadia, Florida, at a point 1086 feet Southwestwardly from mile post X-912; as particularly described in said Agreement and as more fully shown on the blue print attached to and made a part of said Agreement, be and the same is hereby approved".

"Further that the Mayor and Clerk of said City are hereby authorized and directed to execute the agreement in the name and on behalf of said City".

Mr. Baril of the Fla. Development Commission having appeared, he, in a general way, spoke of the various services the Commission could render and financial help that would be available from the Federal Government to help defray the cost for Consultants and for proposed planning which the Council has in mind.

He supplied literature with names of Consultants who might be available if the City was interested, and agreed to return to Arcadia on Friday A. M. May 31st, and make a more detailed survey, with the help of the City Recorder, Secretary of the Chamber of Commerce and President Dykes. The Council selected the names of three Consultants, and the City Recorder was directed to invite them to visit Arcadia separately, to discuss services and costs if they were interested, these being Frederick Bair, Auburndale, Milo Smith, Tampa, and Emerey & Brennan, Ft. Lauderdale.

The Council also directed the City Recorder to order a dozen booklets from the United States Chamber of Commerce, Washington, D. C. "City Planning and Urban Development" at 20¢ each, as recommended by Mr. Baril, for study by those who may serve on the contemplated Planning Board, as the Council went on record as favoring going into the matter of Rezoning and Planning on Motion of Ralls, seconded by Bishop and carried.

The heat being somewhat excessive at the meeting, Gavvas moved bids be invited for the furnishing of a one ton air conditioning unit, seconded by Bishop and carried.

After Mr. Baril retired, Eugene Turner, being present, asked the Council to consider running water from the Golf Course to Arcadia Hylands Subdivision, that the owners of the Subdivision would pay for the cost, and wished to know approximately what the cost would be for the extension. The Council agreed to submit costs when figures could be gathered.

Discussion was had regarding the purchase of a 2 way Radio System for the Police Cars, and prices were to be secured from suppliers of the Motorola System.

continued -

A regular meeting of the City Council was held at City Hall on Monday April 1, 1957, at 7:30 o'clock P.M., with all Councilmen and City Attorney present. Mayor Lewis having been called out of town on business was absent.

Minutes of meetings of March 4th and 12th were approved.

Col. Reed Harding, representing the Arcadia Rotary Club, petitioned the Council for a \$50.00 appropriation to apply against the expense of sending School Patrol members to Washington for an Annual meeting. The appropriation was made on motion of Bishop, seconded by Ralls and carried.

Mr. Barney McClain, representing the Band Committee asked the Council if it could pledge a donation at this time toward the expense to develop a band, the amount to be placed in the 1957-58 Budget. After discussion, the Council let it be known it would give the matter consideration when the next Budget is being prepared.

A delegation from near Oak Ridge Cemetery, with W. A. Channel as spokesman, complained of odors from the burning of trash West of Oak Ridge Cemetery, where the City has a dump ground. After considering ways and means to solve the problem of trash disposal, the Council agreed to find a different location for disposal of trash as soon as possible and that no more dumping would be done by the City on the present ground complained of.

Mr. Conley Sullivan, operating Arcadia Cabs, verbally petitioned the Council to refuse permits to others for the operating of cabs within the City. He stated if others were permitted to engage in the business, no one could profit, and as a result, cab service in town would be much reduced. He was advised that the Council would keep the matter in mind.

As the matter came before the Council again, concerning a crossing of the A.C.L. RR from Road 17, West toward the Glockner property and on to WAPG Radio Station and then West, the City Recorder was requested to write Station WAPG owners, and send Mr. J. L. Newton a copy, and state in substance, that if the City is to cooperate further, Right of Way deeds will have to be secured by those interested, from owners of the property involved, then turn them over to the City for approval, and that this must be done within the next few days or the A. C. L. Agreement will have to be returned to it, and the project entirely abandoned by the City.

Dr. Lawrence of the State Board of Health reported to Council that the S. A. L. RR Company signal light just East of the Peace River Bridge was apparently out of order, and did not signal as quickly as it normally should. Councilman Bishop stated he would call it to the attention of R-R Officials on Tuesday Morning April 2nd.

The matter of difficulties of the Street and Sanitary Department in picking up trash and garbage from the Stathis block, account of the alley in the rear of the buildings being closed to traffic, developed. After some discussion, City Attorney Purvis was requested to notify Mr. Stathis by letter, and send tenants a copy, that beginning with April 8th, no pickup will be made for tenants in the buildings, if the alley is not opened for traffic, unless the tenants meet the City trucks and assist in the loading of the trash or garbage from the stores, that no trash is to be left on sidewalks as this would create a hazard and is prohibited by ordinance.

The Council approved for payment, bill from Clerk of the Court, Mr. Avant, for \$1.50 to clear old suit off the records, involving Lots 17, 18, 19 and 20, Block 11, Original Survey, authorized by City Attorney Purvis, this on motion of Bishop, seconded by Pooser and carried.

On motion of Bishop, seconded by Pooser and carried, payment to Mr. M. Tidwell of \$38.85, was approved, to reimburse him for expense to clear title on 2 lots in Morqus Manor, which the City purchased from him for Negro Park purposes, such payment to be approved by City Attorney Purvis, after he checks the expense items submitted to him.

The Council approved an increase in salary for Leland Gammage at the Fire Department for relief work to \$1.00 per hour, formerly paying 75¢ per hour, on motion of Bishop seconded by Gavas and carried.

Approval was given to Kiwanis Club for use of Barbeque facilities at the City Trailer Camp on the 16th day of April, on letter request of Chairman of the Special Events Committee of the Club, Jimmie Yarbrough, on motion of Pooser seconded by Bishop and carried.

The Council discussed an offer of a used Caterpillar D2 Crawler tractor, from R. L. Harris, Belle Glade, for land fill purposes, but it was said by Chairman Bishop of the Public Works Dept. that it would likely take a larger model, probably a D7.

The Cemetery well having been tested by Riley Pump and Supply Co. of Wauchula, and recommendation from them as to pump and accessories needed being received, on motion of Bishop, seconded by Pooser and carried, the Riley Company bill for \$125.00 for the testing was approved for payment.

The Council was agreeable to paying overtime to two water plant men if recommended by the Public Works Committee after checking into the matter.

continued -

Regular Meeting February 4, 1957 - Continued.

On motion of Cavas seconded by Pooser and carried, M. F. Brooks of Ft. Ogden, was to be given the privilege of bidding on lots 8 & 10, Block X Bonita Addition, with the understanding, if bid was accepted, he was to pay for the water extension that may be desired.

The Council was advised of the physical and financial condition of Elmer Knight who had been working in the Water Department and hurt in an accident while off duty, and after discussion, it was decided to give him \$25.00 per week for two weeks more, in addition to 6 weeks regular salary paid him since his injury when he was disabled and unable to work, these payments agreed to on motion of Cavas, seconded by Pooser and carried.

The matter was brought up again of considering buying the Lot North of the Post Office by Mayor Lewis, with the view of solving a traffic problem in the Post Office area, and a further investigation was to be made as to the cost, etc.

A Committee from the Woman's Club, Mrs. Fred Markett, and Mrs. H. S. Agnew, let it be known that the Club wished to have the Council consider permitting the Woman's Club to erect a Library on space within the Youth's Center Property, and after discussion, Councilman Ralls was to represent the Council in conferring with the Woman's Club to get the details for presentation to the Council at a future meeting.

A copy of letter from Mayor Lewis to Chief of Police Carrol Crews was discussed wherein the Mayor made recommendations as to carrying out the recent arrangement ordered by the Council for the signing in and out of members of the Police force at the Fire Department, for more efficient operation of the Police Department.

After a further discussion of the proposal to have the A. C. L. R. R. effect a crossing of their tracks North of Town off Highway 17, West through property owned by Mrs. Glockner and others, then to Radio Station W. A. P. G. to connect with Estalle Ave. running from Arcadia Ave., on petition of the owners of Station W. A. P. G. and others, the Council rescinded a part of action taken in meeting of August, 1956, by agreeing for the City to absorb the cost of making the crossing of approximately \$187.00 when all other conditions are met that have been stipulated by the Council and A. C. L. R. and provided that City Attorney Lewis Purvis had not made any other and different arrangement with Mr. McKee of the W. A. P. G. Radio Station recently.

Manager Joe Walsh of the Arcadia Golf Course, was before the Council to ask again for some assistance to improve conditions at the Course. After some discussion, on motion of Bishop, seconded by Pooser and carried, the Council agreed to appropriate \$100 per month to be used as the Manager saw fit, the City to be relieved of further responsibility in furnishing labor to keep the Course in condition in future.

The Local Post Office through Mr. F. F. Rhode, Postmaster, in writing, petitioned the Council to supply street signs in Lincoln Park, as the P. O. Department had in mind to bring that section in for City delivery. The Council agreed to take the proposed project under advisement.

The Council discussed the salary schedule of the Water Dept., at the request of Supt. Hall, and following discussion, authorized increasing the salaries of Glen Corley and Troy Blocker to \$60.00 per week, or \$260.00 per month, effective Feb. 1, 1957, on motion of Bishop, seconded by Ralls and carried.

The Council set the salary of a new employee at the Water Plant at the same salary Elmer Knight was paid when he started, or \$180.00 per month, the new employee being Wilbur Cook.

The Council discussed stop signs with Mayor Lewis and from investigations, it appeared it would take approximately 85 signs for the entire City, and that the State Road Dept. would cooperate in giving engineering advice as to where signs should be placed, to meet the conditions to the best advantage. City Atty. Purvis made a report of delinquent Tax Collections for the month of January, the amount being \$199.77. There being no further business, the meeting adjourned.

Chris Gibson
City Recorder

[Signature]
President

Special Meeting February 7, 1957

A Special Meeting of the City Council was held at City Hall on Thursday February 7, 1957 at 11 o'clock A. M. for the purpose of coming to a decision as to the purchase of a used Elgin Street Sweeper from Fla. - Georgia Tractor Co. of Tampa.

President Dykes called the meeting to order, with all Councilmen present except James Ralls. The Mayor and City Attorney were also in attendance. Councilman Bishop mentioned the sweeper was offered at \$5000, which brought on discussion, during which it was stated that the City could save if it had a power broom filling rack, in the event a sweeper was purchased, and as President Dykes mentioned he was intending to go to Tampa after the meeting and could see the Tractor people about the Sweeper the Council agreed to have him offer \$5000 for the sweeper, only provided the power broom filling rack was included along with the sweeper at no extra cost, this on motion of Bishop seconded by Cavas and carried.

A regular meeting of the City Council was held at City Hall on Monday August 6, 1956 at 7:30 o'clock P.M. All Councilmen were present with the exception of Lewis Bishop.

Minutes of meetings of July 2nd and 11th were approved.

Messrs. Larry Drake and Charlie Mercer were present and petitioned the Council to consider erecting shelters at the City Air Port for planes lying in and out. Plans were submitted, and the Council agreed to give the matter consideration after some investigation.

Secretary Erickson of the Desoto County Chamber of Commerce verbally and by letter, petitioned the Council to consider installing a water cooler in the City Hall for use of the Chamber of Commerce, several other organizations now using the office for meetings, and locate the cooler in the corridor of the City Hall. This matter was taken for investigation.

Mrs. Willie M. Cox applied for free water, and was advised to sign a questionnaire now used by the Water Department, to permit the Council to intelligently decide her eligibility for water without cost to her.

Mrs. Dora Ebersole, Mrs. Dave Hayes, and Mr. William Bemis, were present as a committee from a newly organized Cemetery Improvement Association, and petitioned the Council to consider applying for better water pressure at Oak Ridge Cemetery, as since the extremely dry weather, water pressure there is so low, it has been impossible almost that the Council has had it in mind to provide for a well at the cemetery.

and to make an effort to improve the conditions mentioned, that steps had definitely been taken already along this line, that the Council hopes to have a well in operation within the next few months, and further, that the Council will be glad to have suggestions from the Cemetery Improvement Assoc. from time to time for the betterment of the Cemetery.

Dr. Lawrence, Local Representative of the District State Board of Health, and Dr. Carmichael, representative of the State Board of Health from Jackson County, were present to provide for a land fill method for disposing of garbage, in substance, the State would be interested in determining the cost by one-half or more for a tractor to cost approximately \$11,000.00, payment for the tractor to be made over a two year period. The City would have to provide for the part of the cost, the funds to be turned over to the County, the County to contribute a portion of the amount in its budget. Considerable discussion was had regarding garbage disposal, and as the Council had had in mind to consider Airport property as a location for a land fill, Dr. Carmichael agreed to check this with the Council on Friday later this week.

As a result of much hesitation on the part of some home owners to provide for inside toilets on meet the regulations of the State Board of Health and local sanitary laws, as mentioned by Dr. Lawrence of the State Board of Health, on motion of Councilman Ralls, seconded by Councilman Rooser and carried, no further permits are to be issued by the City to builders if an inside toilet is not provided for. On motion of Councilman Ralls, seconded by Councilman Rooser and carried, City Attorney Lewis E. Purvis was asked to prepare an amendment to the City Building Code to provide that no residence or building for human occupancy is to be erected within the City unless an inside toilet is provided for.

During a further discussion of garbage disposal, Mr. B. P. Speer being present, advised the Council that according to a contract made with a Season and Line R. R. Co. of Joliet, Ill., the City might lease at \$1.00 per year, property just north of the present City dump belonging to the R. R. Co., that would serve the purpose for a number of years. He was thanked for his report and Mayor Lewis was requested to communicate with the official in question and arrange for such lease if possible.

Bill Lyons, Supt. of the Works Dept. for Desoto County, being present, mentioned to the Council that he soon would have a bulldozer available to push back the accumulation of garbage and trash at the present garbage dump to further temporarily take care of garbage disposal pending securing a new location for a dump ground.

Quintus Williams came before the Council and offered to option 3 or 4 blocks of lots in Lot 3 of Glendale East and addition owned by the City, on which to promote a housing project, possibly 11 houses in number over a period of twenty-four months. After some discussion, Mr. Williams was advised that the Council would take the matter for investigation and give him an answer at a later date.

The proposed meat ordinance came up for a second reading, but after opposition by local Retail meat dealers and a number of producers of Desoto County claiming the cost for inspection would work a hardship on them in competing with retail dealers outside the City in the County, Councilman Ralls moved the next inspection Ordinance DO NOT PASS. The motion was seconded by Hayes, and carried, Roll Call vote as follows: Ralls, Yes; Hayes, Yes; Drees, Yes; Rooser, no.

After further discussion of an agreement, submitted by A. C. L. R. Co., under which it would make a cross street from Road 17 over Middle Ave., at the request of the City for benefit of Road Station W. A. R. Co. Eventually, it developed that before the agreement could be executed by the City, it would be necessary for the City to have the right-of-way deeds from Mrs. H. G. Glendon St., Station W. A. R. Co. owners, and others who may own property over which the proposed street on Road 17 would run from Middle Ave. to connect up with Asbury Ave. west of W. A. R. Co. property.

continued

Also as previously arranged, the Radio Station owners were to absorb the cost of making the crossing, which was fixed at \$187.00 by the RR Co. In view of the conditions mentioned, Cavas moved that the City execute the Agreement when necessary Right of Way deeds are received and approved, and the \$187.00 has been paid to the City. The motion was seconded by Ralls and carried.

It having developed, that it was necessary to execute a printed Agreement or application for permission to have 40 white-way lights installed, with the State Road Department, and it being the opinion of City Attorney Mr. Purvis, that the City would have to agree to conditions set out in the application in order to secure the necessary permission, Pooser moved the Mayor and City Recorder execute the instrument for the City, seconded by Ralls and carried.

A Mr. Max Mizrachi, whose address is given on a letterhead as 2808 S 50th St., Tampa, and the name of his firm given as Rural Homes Improvement Co., asked in a letter dated 7-11-56, to have lots 13 & 15, Block D, Gilchrist & Baldwin's Add. rezoned from Residence C to Business Zone D, or Commerical Zone E. The Council took no action on the request pending more information concerning the activities of Rural Homes Improvement Co.

On motion of Cavas, based on answers to a questionnaire, seconded by Pooser and carried, Mrs. Ida Jones is to have water without cost until further notice up to a minimum of 4000 gallons per month, starting with the month of August.

The Management of Radio Station W.A.P.G. by mail, petitioned the Council for a different classification that would call for a lower Occupational License tax for its place of business for the next fiscal year. The Station is now paying \$50.00 per year. The Council took the matter for investigation and a decision at the next regular meeting.

Chas. Brown, purchaser of the Gilbert Smith property at 821 W. Magnolia St., asked for permission to pasture 2 Angus cows on vacant lots owned by him East of his house in an enclosure facing on Magnolia St. As the law does not prohibit it, he was to be advised accordingly.

M. L. Smith, having bid \$100.00 each on lots 12 & 14, Block Y, Bonita Add., with usual city building restrictions, the bid was discussed and turned over to the Public Works Committee for investigation and recommendation to Council as to acceptance or rejection.

Adrian Gline having advised he was interested in building a low cost house if he could buy lots from the City in Gilchrist East End Add. after discussion by Council, the inquiry was turned over to the Public Works Committee for investigation and report back to Council for its decision.

The Council ratified sale of Lots 4 & 5, Block 57, Original Survey to A. A. & Charlotte Perez at \$100 each, on their bid, with usual building restrictions, on motion of Pooser seconded by Cavas and carried.

Dewey Boyd having bid \$325.00 for Lots 28, 29 and 30, Block W, Bonita Add., and after a thorough investigation, the Council decided to NOT offer these lots for sale at this time, on motion of Cavas, seconded by Ralls and carried.

The City Recorder submitted figures for anticipated revenue from sources other than advalorem taxes as follows:

"Chas. E. Gibson, City Recorder of the City of Arcadia, Florida, who being sworn, upon oath, declares that the following is a list of anticipated receipts or revenue with sources therefrom, for the current year, and further declares that they are estimated, and correct to the best of his knowledge and belief:

Tourist Camp	\$ 6,250.60
Cigarette Tax	30,150.75
Police Fines	4,950.00
Occupational Licenses	6,450.00
Real Estate Sales	700.00
Parking Meters	6,000.00
Utilities Taxes	27,500.00
Sale of Cemetery Lots	620.00
Water Revenue	48,305.74
Miscellaneous	875.50
Garbage Service Charges	9,250.00
DeSoto Road & Bridge Fund	6,200.00
Bond Fund-Race Track Tax	20,333.33
	\$ 167,586.42
6% Gross Receipts	
Florida Power & Light Co.	10,000.00
	\$ 177,586.42

City Recorder

Sworn and subscribed to before me a Notary Public, this 6th day of August, A. D. 1956.

Margaret Way
Notary Public.

continued

Regular Meeting July 2, 1956 - Continued

After a discussion of a request from the Youth's Center Committee for permission to build a barbecue pit at the Center, such permission was granted, on motion of Ralls, seconded by Pooser and carried. It was understood that Councilman Bishop of the Public Works Committee would decide for the Council on the location and size of the pit.

Two brothers by the name of Derrick were introduced to the Council. They stated that through a change at the Radio Station WAPG in the management, they would be in full charge in future, though no change in the ownership. The Derrick Brothers promised continued good service and cooperation with the City.

An Agreement was presented, wherein the A. C. L. R. R. Co. was ready to provide a crossing on Estelle Ave., from Road 17 to WAPG Radio Station, but it developed that the blue print attached, showed the street west of the crossing would touch private property. Under the circumstances the City Attorney advised getting a Right of Way deed from the owners if the street is to run in the direction as outlined on the blue print before the execution of the Agreement by the City. Another condition was to collect the cost of making the crossing from WAPG before the signing of the Agreement.

On motion of Bishop, seconded by Cavas and carried, the City Recorder was directed to cancel the 5 City of Arcadia Refunding Bonds purchased from The Crummer Company, paid for at DeSoto National Bank June 22, 1956, with money from Race Track Bond Fund.

Bid of Dewey Boyd, on Lots 28, 29 and 30, Block W. Bonita Addition, \$80.00 each for Lots 29 and 30, and \$125.00 for Lot 28, was rejected on motion of Bishop, seconded by Cavas and carried.

A letter from Mrs. Bob Kelly, representing the Youth's Center Committee was read, in which it was asked that the Council consider employing a full time Recreation Director at the Center. After some discussion, Councilman Ralls, was requested to investigate the matter, and report back to Council for further consideration.

On motion of Bishop, seconded by Ralls and carried, the accident Insurance Policy on City firemen, written by Travellers Insurance Co., through the R. L. Holtzendorf Agency, is to be renewed for another year from July 22, 1956, premium \$166.25.

It being reported that the Council might wish to have bids on Workmens Compensation and the Auto Fleet policies, which matured on June 30, 1956, the Finance Committee was given power to act in the matter.

A discussion was had again as to the advisability of putting wells at the Cemetery and Golf Course, and avoid supplying treated water at these places. As a result, the public works Committee was requested to get prices on pumps and for the drilling of the wells, so the matter can be given further consideration.

After some discussion as to the cost of pumping City water, on motion of Pooser, seconded by Bishop and carried, the City Recorder was requested to ascertain the present cost with the help of Water Superintendent M. M. Hall, and submit the figures to the Council for consideration as to change in rates for sale of water in the future.

As the Council has had many reports from time to time as to the sidewalks in the business district being obstructed by signs and merchandise, on motion of Cavas, seconded by Pooser and carried, the Mayor was to be requested to see that the Ordinance regulating signs on sidewalks be enforced without delay.

The Council agreed with Mayor Lewis to purchase a dozen meter fine boxes to be attached to meters in the business district, if a 90 day trial of their use in conjunction with the use of the envelope method of writing up a "summons" proves practical.

The Council having been notified that the City had completed payment on the meters purchased from Megee-Hale Park O'meter Co., the City Recorder was requested to contact the M. H. Rhoades Co. to see if the old Rhoades meters can be disposed of or put back in service to the city's advantage.

The Council was advised by the City Recorder that Glen Corley was interested in buying 2 lots out of the acreage turned back to the City by the State Armory Board; After discussion the Council was not in favor of putting any of this acreage on the market at this time.

After negotiations for some weeks to adjust titles to property along Peace River lying North and South of the city's pump house at the River, as between the City and Mr. Claude C. Jones, the City and Mr. Jones came to agreement, by exchanging deeds to the property as follows:

From Jones to City ---

Beginning at the NE corner of $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26-37-24, and run S 373.88 ft. for the point of beginning; thence run S to the SE Corner of said $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section, Township and Range; thence run W to Peace River, thence run Northerly along the shore of Peace River to a point due W of the point of beginning; thence run E to the point of beginning; reserving, however, unto the grantors, an easement not to exceed 20 feet in width along the East boundary of that portion of the above described property lying N of State road No. 70 for the purpose of ingress and egress from property of the grantors lying N of the above described property.

WARRANTY DEED
DREW'S FORM 01 (REV.)

Manufactured and for sale by The H. & W. S. Drew Company
Jacksonville, Florida

This Warranty Deed Made the 4 day of May April A. D. 19 57 by
Lillie M. Glockner, a widow,

hereinafter called the grantor, to City of Arcadia, a municipal corporation of the State
of Florida,

whose postoffice address is Arcadia, Florida,
hereinafter called the grantee;

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-
leases, conveys and confirms unto the grantee, all that certain land situate in DeSoto
County, Florida, viz:

West Quarter
Commence at the (W $\frac{1}{4}$) corner of Section 30, Township 37 South, Range 25
East, DeSoto County, Florida; thence run North 89° 36' 41" East, 1612.98
feet; thence run South 21° 06' West, 673.06 feet to point of beginning, being
located on the South boundary of the North Half (N $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$)
of the Southwest Quarter (SW $\frac{1}{4}$) of Section 30; thence run South 21° 06' West,
32.25 feet; thence run North 89° 34' East, 184.62 feet to a point on the
westerly right-of-way line of the Atlantic Coast Line Railroad, said line being
60 feet at right angles from the center line of said railroad; thence run North
21° East along right-of-way line of railroad, 32.23 feet to a point on the
South boundary of the North Half (N $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of the Southwest
Quarter (SW $\frac{1}{4}$) of Section 30; thence run South 89° 34' West, 184.56 feet to
point of beginning, being located in the Southwest Quarter (SW $\frac{1}{4}$) of Section
30, Township 37 South, Range 25 East, DeSoto County, Florida, and
containing 0.127 acre.



Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise pertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 1956.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence:

[Handwritten signatures]

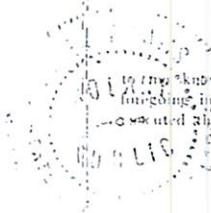
Lillie M. Glockner

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared Lillie M. Glockner,
a widow,

SPACE BELOW FOR RECORDERS USE

STATE OF FLORIDA
COUNTY OF DESOTO
This instrument filed for record at 11:00 AM
this 8th day of July A. D. 19 57 and
duly recorded in Deed Bk. No. 267
Page 52 Record verified.
In Witness Whereof, I have hereunto set my
hand and the seal of said court.
LESLIE E. AVANT, Clerk Circuit Court
by Delma Allen D.C.



WITNESS my hand and official seal in the County and
State last aforesaid this MAY day of
1957.

[Handwritten signatures]

WARRANTY DEED
DREW'S FORM 01 (REV.)

Manufactured and for sale by The H. & W. B. Drew Company
Jacksonville, Florida

This Warranty Deed Made the 30th day of April A. D. 1957 by
Mildred Morgan, a single woman,

hereinafter called the grantor to City of Arcadia, a municipal corporation of the
State of Florida,

whose postoffice address is Arcadia, Florida

hereinafter called the grantee:

(Whereby used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-
leases, conveys and confirms unto the grantee, all that certain land situate in DeSoto
County, Florida, viz:

West Quarter

Commence at the (W $\frac{1}{4}$) corner of Section 30, Township 37 South, Range 25
East, DeSoto County, Florida; thence run North 89° 36' 41" East, 1612.98
feet; thence run South 21° 06' West, 673.06 feet to point of beginning, being
located on the South boundary of the North Half (N $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$)
of the Southwest Quarter (SW $\frac{1}{4}$) of Section 30; thence run South 21° 06' West,
32.25 feet; thence run North 89° 34' East, 184.62 feet to a point on the
westerly right-of-way line of the Atlantic Coast Line Railroad, said line
being 60 feet at right angles from the center line of said railroad; thence
run North 21° East along right-of-way line of railroad, 32.23 feet to a point
on the South boundary of the North Half (N $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of the
Southwest Quarter (SW $\frac{1}{4}$) of Section 30; thence run South 89° 34' West, 184.56
feet to point of beginning, being located in the Southwest Quarter (SW $\frac{1}{4}$) of
Section 30, Township 37 South, Range 25 East, DeSoto County, Florida, and
containing 0.127 acres.



Together with all the tenements, hereditaments and appurtenances thereto belonging or in any
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 1956.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence:

[Handwritten signature]

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared Mildred Morgan,
a single woman,

to be known to be the person described in and who executed the
foregoing instrument and has acknowledged before me that she
executed the same.

WITNESS my hand and official seal in the County and
State last aforesaid this 1st day of
April A. D. 1957.



SPACE BELOW FOR RECORDERS USE

STATE OF FLORIDA
COUNTY OF DESOTO

This instrument filed for record at 11:00 AM
this 18th day of July A. D. 1957, and
duly recorded in Deed Bk. No. 267

Page 51. Repaid verified.
In Witness Whereof, I have hereunto set my
hand and the seal of said court.
LESLIE E. AVANT, Clerk Circuit Court
[Signature]

WARRANTY DEED
DREW'S FORM OF (REV.)

Manufactured and for sale by The H. S. W. B. Drew Company
Jacksonville, Florida

This Warranty Deed Made the 30th day of April A. D. 1957 by

H. F. McKee and wife, Edna McKee,

hereinafter called the grantor, to City of Arcadia, a municipal corporation of the State of Florida,

whose postoffice address is Arcadia, Florida

hereinafter called the grantee;

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantee, all that certain land situate in DeSoto County, Florida, viz:

Commence at the West Quarter (W¹/₄) corner of Section 30, Township 37 South, Range 25 East, DeSoto County, Florida; thence run North 89° 36' 41" East a distance of 1612.98 feet to point of beginning; thence run South 21° 06' West, 673.06 feet to a point on the south boundary of the North Half (N¹/₂) of the North Half (N¹/₂) of the Southwest Quarter (SW¹/₄) of Section 30; thence run North 89° 34' East along the south boundary of North Half (N¹/₂) of the North Half (N¹/₂) of the Southwest Quarter (SW¹/₄) of Section 30 a distance of 184.56 feet to the westerly right-of-way line of the Atlantic Coast Line Railroad, said line being 60 feet at right angles from center line of said railroad; thence run North 21° East along right-of-way line a distance of 32.23 feet; thence run South 89° 34' West 120 feet; thence run North 21° 06' East, 640.75 feet; thence run South 89° 36' 41" West, 64.48 feet to point of beginning, being located in the Southwest Quarter (SW¹/₄) of Section 30, Township 37 South, Range 25 East, DeSoto County, Florida, and containing 1.01 acres.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1956.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Reedville
John D. S. Blaney Jr.

H. F. McKee 
Edna McKee 

STATE OF FLORIDA Term
COUNTY OF DESOTO Bedford

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared H. F. McKee and wife, Edna McKee,

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of May A. D. 1957.

Reedville
Public State of Florida

SPACE BELOW FOR RECORDERS USE

STATE OF FLORIDA }
COUNTY OF DE SOTO } SS

This instrument filed for record at 11:00 AM this 30th day of July A. D. 1957, and duly recorded in Deed Bk. No. 267 Page 50. Record verified.

In Witness Whereof, I have hereunto set my hand and the seal of said court.

LESLIE E. AVANT, Clerk Circuit Court
Delma Allen D.C.



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 3, 2014

DEPARTMENT: Planning and Zoning

SUBJECT: Request the purchase of City owned property

RECOMMENDED MOTION:

Approval

SUMMARY: Mr. Gary Frierson is requesting to purchase property owned by the City of Arcadia, Parcel #30-37-25-0A00-1270-0000. The property is located at 1270 N. Desoto Ave. An appraisal was done by Eugene P. Heitman, and property was appraised at \$6,500.00.

FISCAL IMPACT: _____

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay
/14

Date: 11/03

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten
Date:

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

APPRAISAL OF REAL PROPERTY



LOCATED AT

1270 N. DeSoto Avenue
Arcadia, FL 34266
long legal -- see attached addendum

FOR

City of Arcadia
Arcadia, FL 34266

OPINION OF VALUE

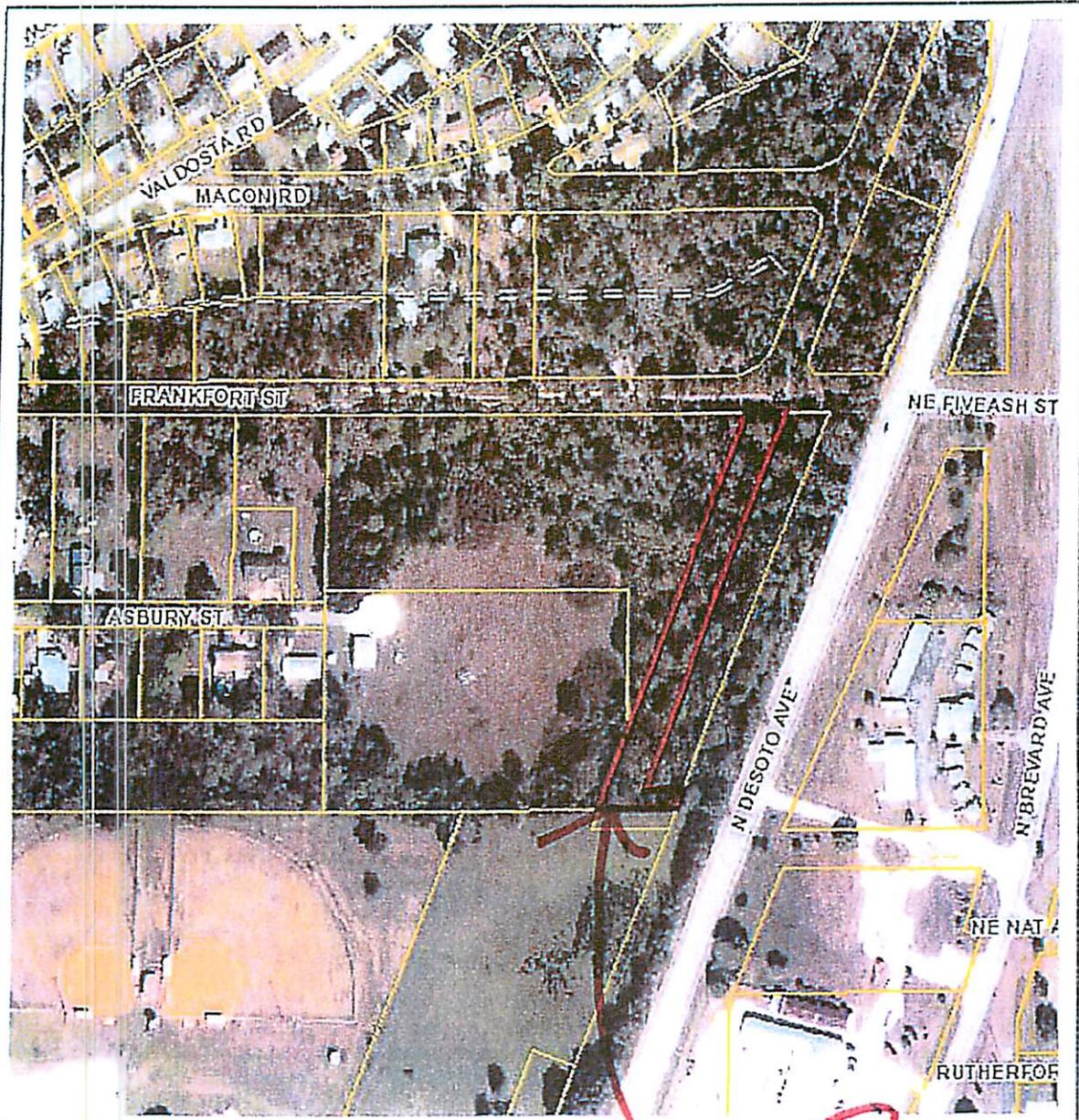
\$6,500

AS OF

August 6, 2014

BY

Eugene P. Heitman
Eugene P. Heitman, Appraiser
5162 NW Oak Hill Ave.
Arcadia, FL 34266
(863) 558-0350
heitman@strato.net



DeSoto County Property Appraiser

Merv Keen - Arcadia, Florida - 352-933-4838

0 110 220 330 ft

PARCEL: 30-37-25-0A00-1270-0000 - VACANT GOV (008030)

LANDS NOT DIVIDED BEG W1/4 COR OF SEC TH N 89D 36M41S E 1612.98 FT TO POB TH

Name: CITY OF ARCADIA	LandVal	\$6,000.00
Site: N DESOTO AVE	BldgVal	\$0.00
Mail: P O BOX 1000	ApprVal	\$6,000.00
ARCADIA, FL 34265-0000	JustVal	\$6,000.00
Sales	Assd	\$6,000.00
Info	Exmpt	\$6,000.00
	Taxable	County: \$0.00 City: \$0.00 Other: \$0.00 School: \$0.00

Subject



This information, GIS updated: 10/2/2014, was derived from data which was compiled by the DeSoto County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

Subject Photo Page

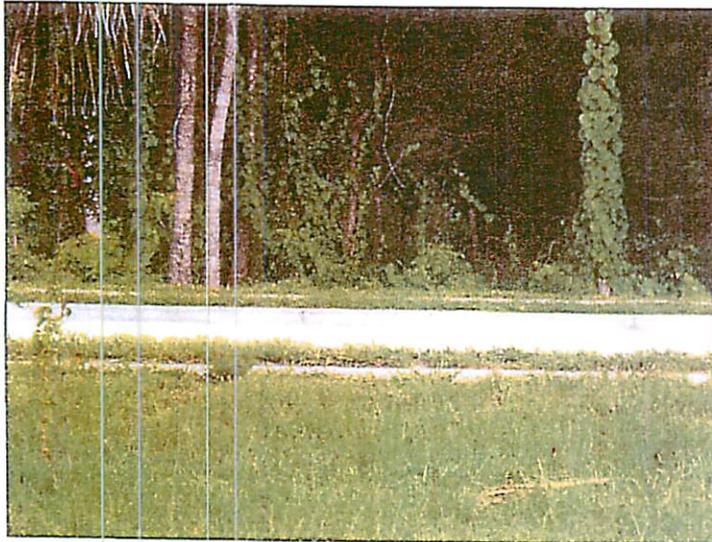
Borrower/Client	Gary Frierson						
Property Address	1270 N. DeSoto Avenue						
City	Arcadia	County	DeSoto	State	FL	Zip Code	34266
Lender	City of Arcadia						



Subject

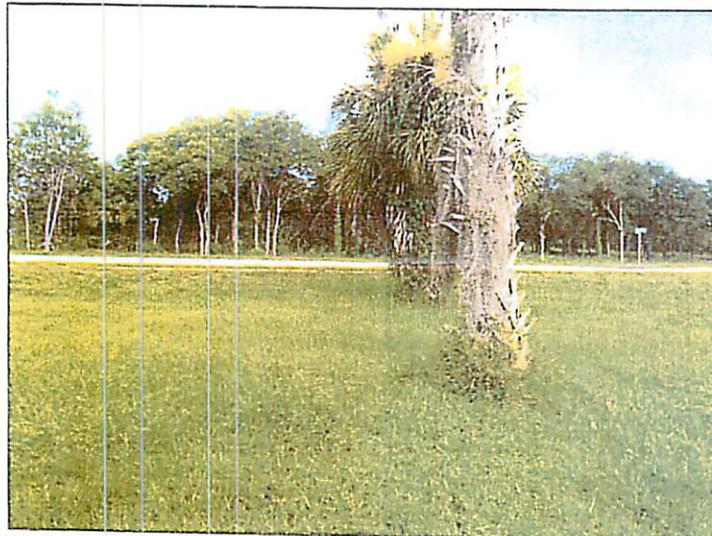
1270 N. DeSoto Avenue
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

facing towards east side
of subject area from SE
across US 17 South



Subject

NE corner of subject site
area from across US 17



Subject

facing subject area from
across US 17 towards
east side

Subject Photo Page

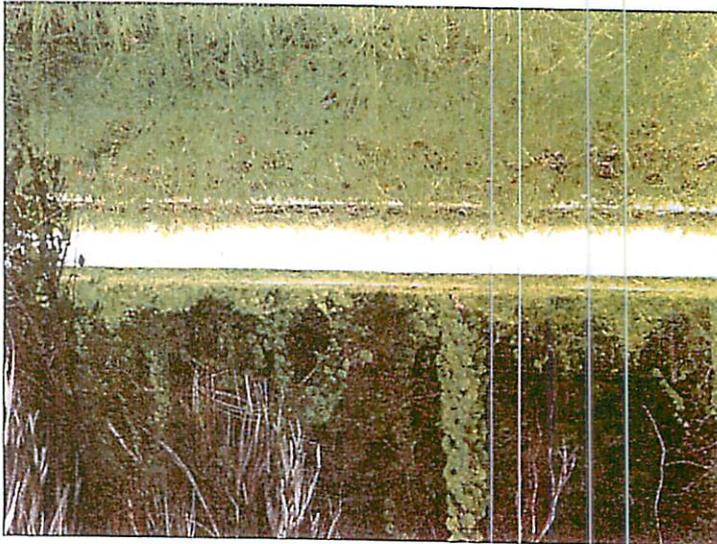
Borrower/Client	Gary Frierson
Property Address	1270 N. Desoto Avenue
City	Arcadia
Lender	City of Arcadia
State	FL
Zip Code	34266

Subject

1270 N. Desoto Avenue

Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

facing NE corner of
subject area from across
US 17 South



Subject

facing NE corner of
subject area from across
US 17 South



Subject

facing west from east
end of Frankfort Street &
north end of subject site



Subject Photo Page

Borrower/Client	Gary Frierson				
Property Address	1270 N. DeSoto Avenue				
City	Arcadia	County	DeSoto	State	FL Zip Code 34266
Lender	City of Arcadia				



Subject

1270 N. DeSoto Avenue
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

east end of Frankfort Street facing SW along length of subject site



Subject

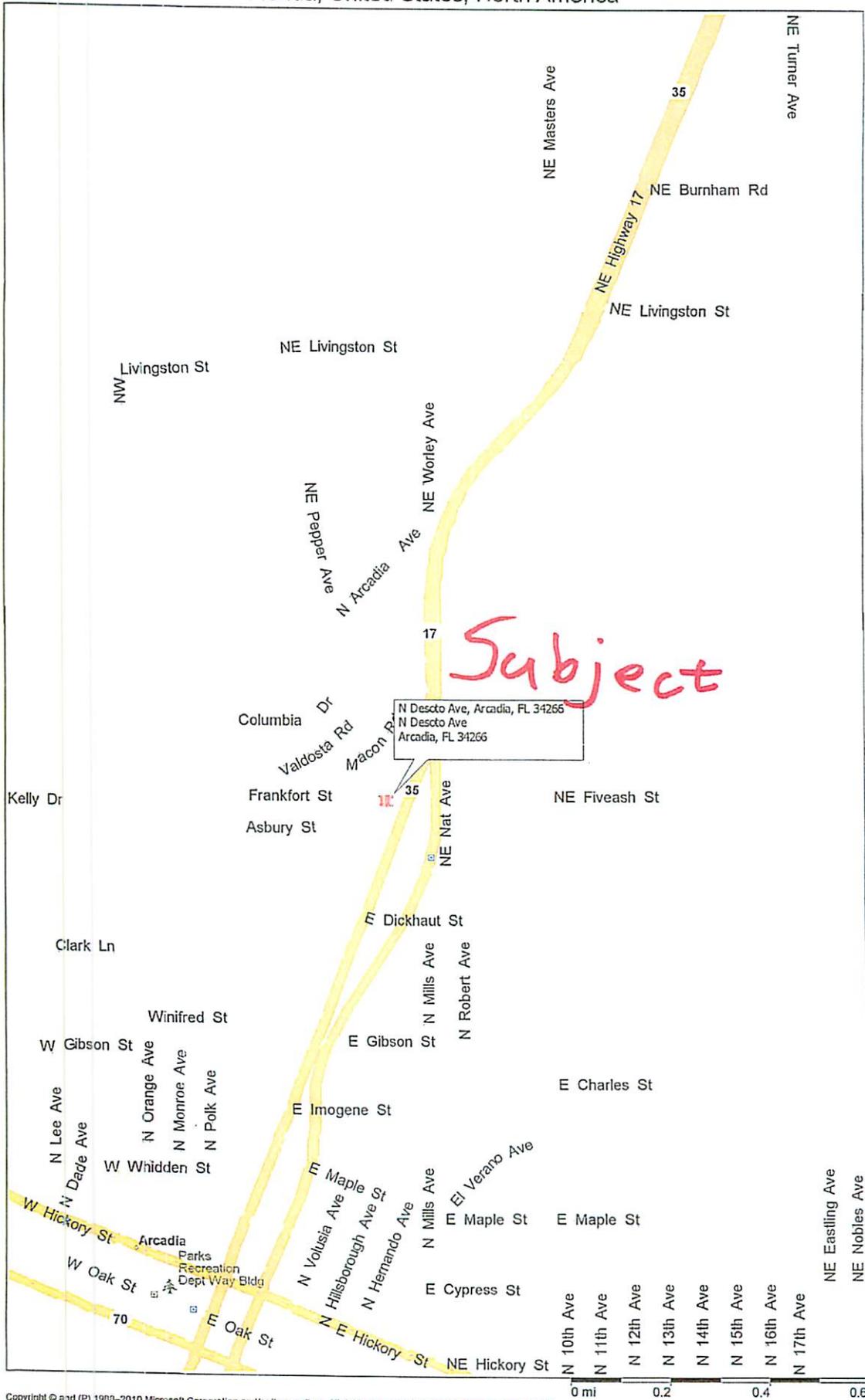
facing west from east end of Frankfort Street at north end of subject site



Subject

facing west from east end of Frankfort Street and north end of subject site

Florida, United States, North America





CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Planning and Zoning
SUBJECT: Request the purchase of City owed property

RECOMMENDED MOTION:
Approval

SUMMARY: Mr. Gary Frierson is requesting to purchase property owned by the City of Arcadia, Parcel #30-37-25-OA00-1270-0000. The property is located at 1270 N. Desoto Ave. An appraisal was done by Eugene P. Heitman, and property was appraised at \$6,500.00.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay Date: 10/21/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Beth Carsten
Date:

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

APPRAISAL OF REAL PROPERTY



LOCATED AT

1270 N. DeSoto Avenue
Arcadia, FL 34266
long legal – see attached addendum

FOR

City of Arcadia
Arcadia, FL 34266

OPINION OF VALUE

\$6,500

AS OF

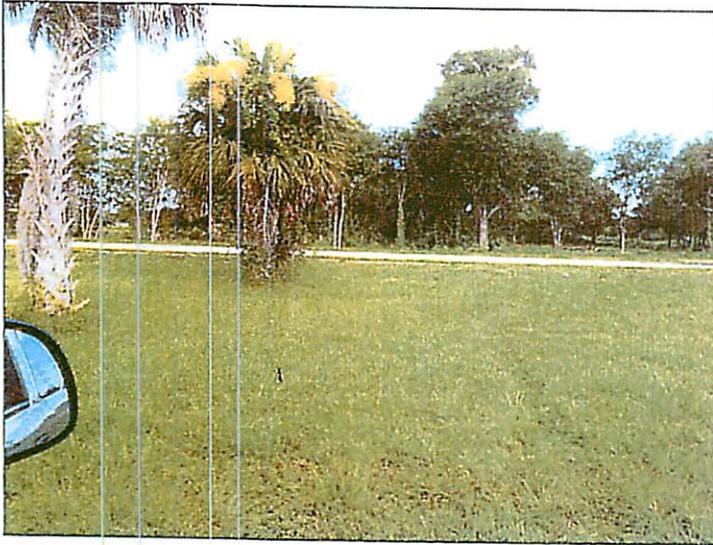
August 6, 2014

BY

Eugene P. Heitman
Eugene P. Heitman, Appraiser
5162 NW Oak Hill Ave.
Arcadia, FL 34266
(863) 558-0350
heitman@strato.net

Subject Photo Page

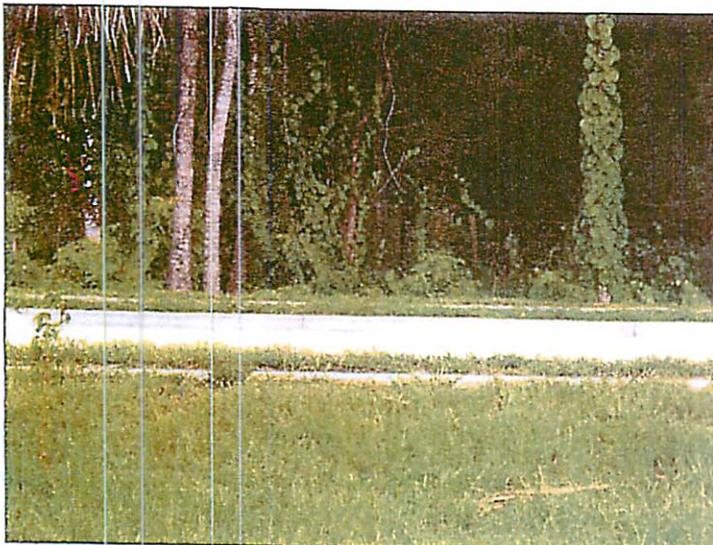
Borrower/Client	Gary Frierson				
Property Address	1270 N. DeSoto Avenue				
City	Arcadia	County	DeSoto	State	FL
Lender	City of Arcadia			Zip Code	34266



Subject

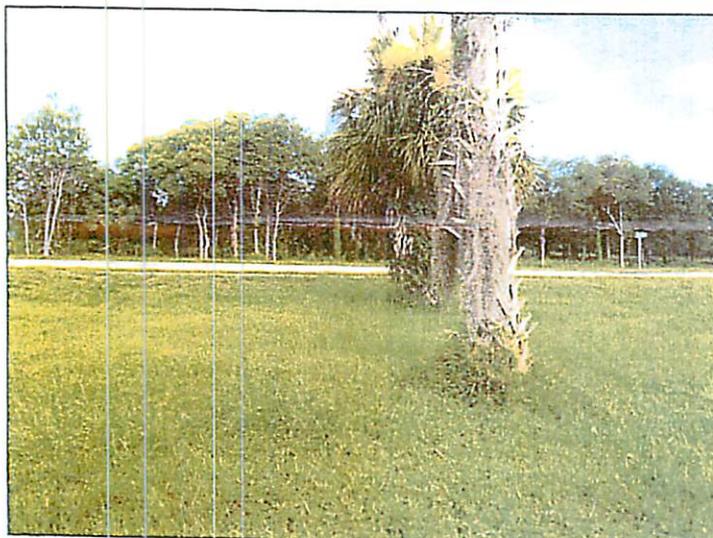
1270 N. DeSoto Avenue
 Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

facing towards east side
 of subject area from SE
 across US 17 South



Subject

NE corner of subject site
 area from across US 17

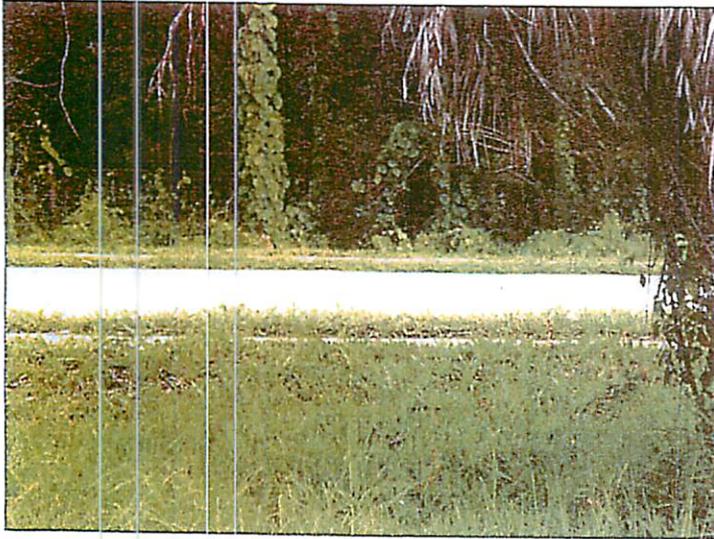


Subject

facing subject area from
 across US 17 towards
 east side

Subject Photo Page

Borrower/Client	Gary Frierson				
Property Address	1270 N. DeSoto Avenue				
City	Arcadia	County	DeSoto	State	FL Zip Code 34266
Lender	City of Arcadia				



Subject

1270 N. DeSoto Avenue
 Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

facing NE corner of
 subject area from across
 US 17 South



Subject

facing NE corner of
 subject area from across
 US 17 South



Subject

facing west from east
 end of Frankfort Street &
 north end of subject site

Subject Photo Page

Borrower/Client	Gary Frierson				
Property Address	1270 N. DeSoto Avenue				
City	Arcadia	County	DeSoto	State	FL
Lender	City of Arcadia	Zip Code	34266		



Subject

1270 N. DeSoto Avenue
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

east end of Frankfort Street facing SW along length of subject site



Subject

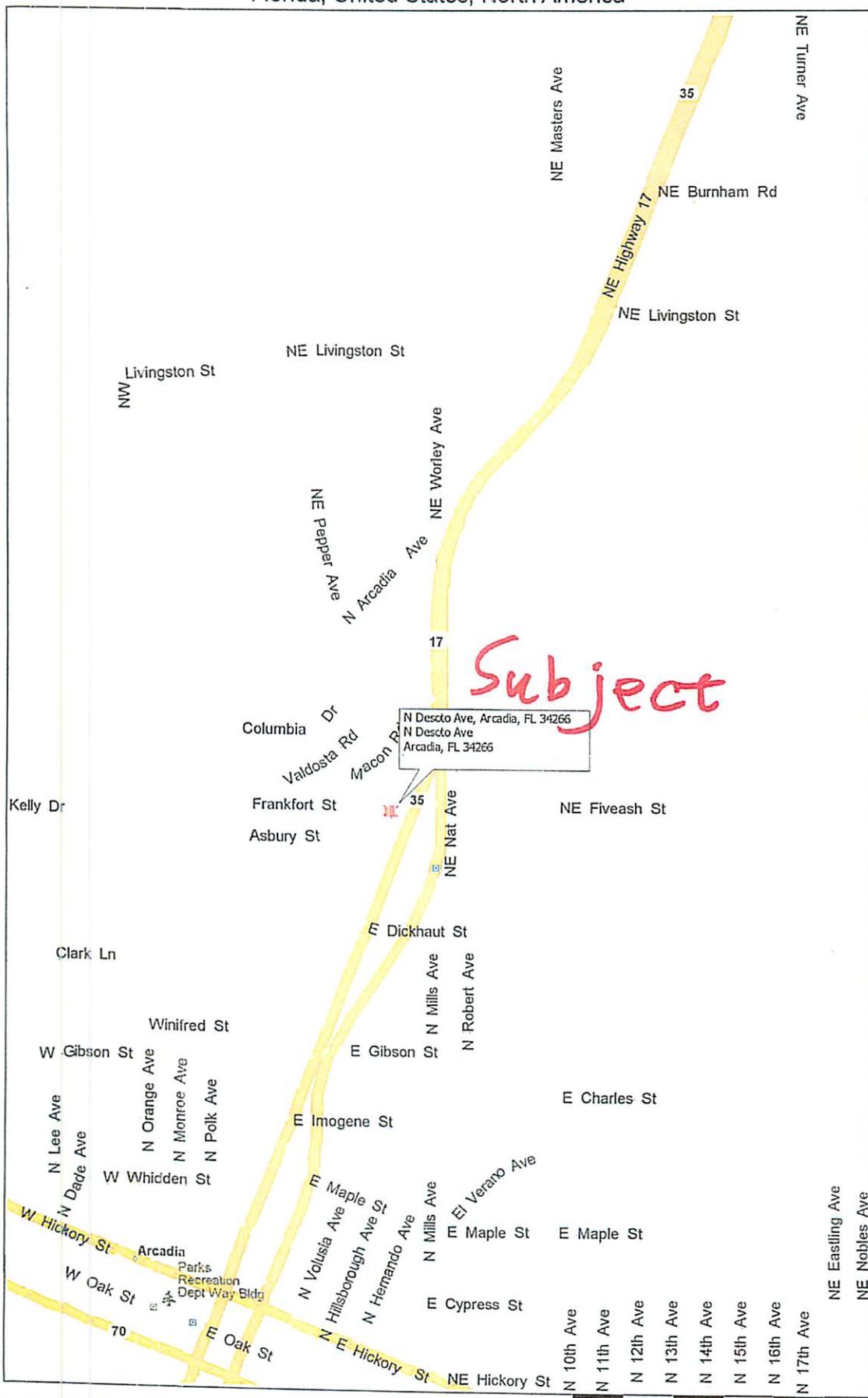
facing west from east end of Frankfort Street at north end of subject site



Subject

facing west from east end of Frankfort Street and north end of subject site

Florida, United States, North America



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DEPARTMENT REPORTS

CITY OF ARCADIA
SUMMARY OF ALL FUNDS
AS OF APRIL 7, 2016

REVENUES:

FUND:	AMENDED BUDGET	ACTUAL REVENUE	REMAINING	% REC'D
<i>GENERAL FUND:</i>	4,836,924	2,564,476	2,272,448	53.0%
<i>SM. CTY SURTAX/ CAP IMP.:</i>	428,136	243,844	184,292	57.0%
<i>ROAD / STREET PROJECTS</i>	1,144,764	1,144,764	-	100.0%
<i>MCSWAIN RESTORATION</i>	544,726	544,726	-	100.0%
<u>ENTERPRISE FUNDS:</u>				
<i>WATER/SEWER FUND:</i>	5,326,915	2,944,956	2,381,959	55.3%
<i>SOLID WASTE FUND:</i>	793,799	408,262	385,537	51.4%
<i>AIRPORT FUND:</i>	283,452	180,041	103,411	63.5%
TOTAL ALL FUNDS:	13,358,716	8,031,069	5,327,647	60.1%

EXPENSES

FUND:	BUDGETED EXPENSES	ACTUAL EXPENSES	REMAINING	% USED
<i>GENERAL FUND:</i>	4,836,924	2,389,820	2,447,104	49.4%
<i>SM. CTY SURTAX/ CAP IMP.:</i>	428,136	6,600	421,536	1.5%
<i>ROAD / STREET PROJECTS</i>	1,144,764	257,602	887,162	22.5%
<i>MCSWAIN RESTORATION</i>	544,726	376,192	168,534	69.1%
<u>ENTERPRISE FUNDS:</u>				
<i>WATER/SEWER FUND:</i>	5,326,915	1,715,764	3,611,151	32.2%
<i>SOLID WASTE FUND:</i>	793,799	347,973	445,826	43.8%
<i>AIRPORT FUND:</i>	283,452	61,698	221,754	21.8%
TOTAL ALL FUNDS:	13,358,716	5,155,649	8,203,067	38.6%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF APRIL 7, 2016

GENERAL FUND REVENUES		AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
AD VALORUM TAXES					
Ad Valorem Taxes - Current		1,473,256	961,369	511,887	65.3%
Ad Valorem Taxes - Delinquent		-		-	0.0%
Interest on AD Valorem Tax		-		-	100.0%
Tax Certificate Sales		-	60	(60)	0.0%
Total AD Valorem Taxes		1,473,256	961,430	511,826	65.3%
SALES & USE TAX					
State Local Option Fuel Tax New (1-5 Cent Tax)		88,274	44,429	43,845	50.3%
Gas Tax 5 & 6 Cents (1-6 Cent Tax)		181,642	88,125	93,517	48.5%
Total Sales & Use Tax		269,916	132,554	137,362	49.1%
FRANCHISE FEES					
Electricity Franchise		400,000	231,856	168,144	58.0%
Total Franchise Fees		400,000	231,856	168,144	58.0%
UTILITY SERVICE TAX (PST)					
Electricity Utility Tax		300,000	192,503	107,497	64.2%
Water Utility Tax		107,000	70,653	36,347	66.0%
Gas Utility Tax		20,000	8,606	11,394	43.0%
Communications Service Tax		227,125	99,463	127,662	43.8%
Total Utility Service Tax		654,125	371,226	282,899	56.8%
OTHER GENERAL TAXES					
Local Business Tax Receipts		40,000	14,366	25,634	35.9%
Total Other General Taxes		40,000	14,366	25,634	35.9%
OTHER REVENUES					
Cemetary Lots		9,000	5,097	3,903	56.6%
Total Other Revenues		9,000	5,097	3,903	56.6%
BUILDING PERMITS					
Building Permits		5,000	8,700	(3,700)	174.0%
Total Building Permits		5,000	8,700	(3,700)	174.0%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF APRIL 7, 2016

GENERAL FUND REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
OTHER LICENSES & PERMITS				
Zoning Fees	2,750	400	2,350	14.5%
Maps	-	-	-	0.0%
Other Licenses & Permits	6,000	715	5,285	11.9%
Total Other Licenses & Permits	8,750	1,115	7,635	12.7%
FEDERAL GRANTS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204	19,930	9,274	68.2%
Rural Investigation Grant	-	-	-	0.0%
JAGC 2016-DESO-2 R3-097 GRANT	8,437	-	8,437	0.0%
JAGC 2015 1 R1 003 BODY CAMERA GRANT	-	1,696	(1,696)	0.0%
Total Federal Grants	37,641	21,626	16,015	57.5%
STATE GRANTS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Dept. of Transportation US 17 Widening	-	-	-	0.0%
Dept. of Economic OPP Planning Grant	-	-	-	0.0%
Hurricane Grant	-	-	-	0.0%
Total State Grants	-	-	-	0.0%
STATE SHARED REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
State Half Cents Sales Tax	268,692	132,896	135,796	49.5%
State Shared Motor Fuel	66,176	32,158	34,018	48.6%
State Shared Sales Tax	213,048	103,473	109,575	82.5%
Mobile Home License	2,500	2,063	437	82.5%
Alcoholic Beverage Licenses	3,300	1,340	1,960	40.6%
State of FL Lighting Maintenance Agreement	44,498	-	44,498	0.0%
State of FL Traffic Light Maintenance Agreement	43,168	-	43,168	0.0%
State of FL Pension Contribution	-	-	-	0.0%
Total State Shared Revenues	641,382	271,930	369,452	42.4%
SHARED REVENUES FROM LOCAL UNITS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
School Guard Crossing - School Board	18,000	7,810	10,190	43.4%
DeSoto County Business Tax	1,500	1,896	(396)	100.0%
Total Shared Revenue from Local Units	19,500	9,706	9,794	49.8%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF APRIL 7, 2016**

GENERAL FUND REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
PUBLIC SERVICE REVENUE				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	239,980	-	239,980	0.00%
Accident Reports	900	1,093	(193)	121.46%
Code Enforcement Fees	1,000		1,000	0.00%
Total Public Safety Revenue	241,880	1,093	240,787	0.45%
CULTURE/RECREATION	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
GOLF COURSE & PRO SHOP				
Golf Course Green Fees	75,000	61,859	13,141	82.5%
Cart Rentals	100,000	75,077	24,923	75.1%
Golf Course Membership Fees	100,000	67,079	32,921	67.1%
Pro Shop & Food and Beverage	60,000	23,066	36,934	38.4%
Total Golf Course & Pro Shop	335,000	227,080	107,920	67.8%
Other Culture / Recreation				
Rent Fees for Speer Center	1,000	-	1,000	0.0%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
Total Other Culture / Recreation	1,000	-	1,000	0.0%
Total Culture / Recreation	336,000	227,080	108,920	67.6%
FINES & FORFEITURES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Court Fines	23,000	17,664	5,336	76.8%
Police Education	-	-	-	0.0%
Misc Charges for Services	8,000	5,580	2,420	69.7%
Taxi Application Fees	4,000	2,050	1,950	51.3%
Parking Violations	500	386	115	0.0%
Towing Fees	-	-	-	0.0%
Impound	8,500	1,375	7,125	16.2%
Confiscated and Restitution (from Law Enforcement Trust)	-	-	-	0.0%
Total Fines and Forfeitures	44,000	27,054	16,946	61.5%
INTEREST EARNINGS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Law Enforcement Trust Income	-	-	-	0.0%
Other Interest	250	-	250	0.0%
Unrealized Gain	-	-	-	0.0%
Bond Interest	-	-	-	0.0%
Total Interest Earnings	250	-	250	0.0%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF APRIL 7, 2016

GENERAL FUND REVENUES	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
RENTS & ROYALTIES				
Mobile Home Park Rent	194,000	110,766	83,234	57.1%
Mobile Home Park Laundry	1,000	442	559	44.2%
Total Rents & Royalties	195,000	111,207	83,793	57.0%
SALES/COMP FOR LOSS OF FIXED ASSET	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Sale of Fixed Asset	-	-	-	-
SALE OF SURPLUS MATERIALS/SCRAP	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Sale of Surplus Materials	5,000	272	4,728	5.4%
Total Sale of Surplus Materials	5,000	272	4,728	5.4%
CONTRIBUTIONS/DONATIONS FROM PRIVATE	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Miscellaneous Donations -Police	-	-	-	0.0%
Jim Space Foundation Donation	-	-	-	0.0%
Total Contributions/ Donations from Private	-	-	-	0.0%
OTHER MISC REVENUE	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Copies - City Hall	200	85	115	42.5%
Copies - Police Station	-	-	-	0.0%
Miscellaneous	500	100	400	20.0%
Miscellaneous Refunds	-	320	(320)	0.0%
Special Detail APD	4,000	5,373	(1,373)	0.0%
Shop With A Cop	-	12,376	(12,376)	0.0%
Housing Authority Prior Payment	-	-	-	0.0%
Total Other Misc Revenue	4,700	18,253	(13,553)	1.81%
CONTRIBUTION FROM OTHER FUNDS	AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Transfer from Water (Loan)	53,000	-	53,000	0.0%
Transfer from Surtax to Streets for Street Sweeper (BA#2016-03)	19,171	19,171	-	100.0%
Transfer from Surtax to Fire Control for Fire Truck (BA#2016-03)	22,900	22,900	-	100.0%
Transfer from Surtax to Fire Control for Roof Rpr (BA#2016-03)	7,840	7,840	-	100.0%
Transfer from Street Project to Street Dept. (BAX#2016-03)	100,000	100,000	-	100.0%
Total Contribution from Other Funds	202,911	149,911	53,000	73.9%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF APRIL 7, 2016

CHARGE BACKS FROM ENTERPRISE FUNDS		AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Transfers In		248,613	-	248,613	0.0%
FUND BALANCE		AMENDED BUDGET	ACTUAL	REMAINING	% REC'D
Fund Balance			-	-	0.0%
TOTAL GENERAL FUND REVENUES		4,836,924	2,564,476	2,272,448	53.0%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF APRIL 7, 2016**

LEGISLATIVE/COUNCIL EXPENSES				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	22,932	13,387	9,545	58.4%
Operating Expenses	57,514	16,893	40,621	29.4%
TOTAL LEGISLATIVE/COUNCIL	80,446	30,281	50,165	37.6%

RETIREE & COUNCIL RETIREES				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	88,022	59,258	28,764	67.3%

EXECUTIVES				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	326,339	172,173	154,166	52.8%
Operating Expenses	31,711	9,231	22,480	29.1%
TOTAL EXECUTIVE	358,050	181,404	176,646	50.7%

FINANCIAL & ADMINISTRATIVE				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	168,284	93,393	74,891	55.5%
Operating Expenses	87,523	68,088	19,435	77.8%
TOTAL FINANCE & ADMINISTRATIVE	255,807	161,481	94,326	63.1%

LEGAL COUNCIL				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Professional Services	70,100	23,407	46,693	33.4%
Other Legal Services	10,000	120	9,880	1.2%
TOTAL LEGAL COUNCIL	80,100	23,527	56,573	29.4%

COMPREHENSIVE (COMMUNITY DEVELOPMENT)				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	71,060	35,037	36,023	49.3%
Operating Expenses	64,884	20,992	43,892	32.4%
TOTAL COMPREHENSIVE	135,944	56,029	79,915	41.2%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF APRIL 7, 2016**

OTHER GOVERNMENT SERVICES				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	15,000	5,849	9,151	39.0%
Operating Expenses	157,816	104,282	53,534	66.1%
Contingency	116,638	-	116,638	0.0%
TOTAL OTHER GOVERNMENTAL SERVICES	289,454	110,131	179,323	38.0%

LAW ENFORCEMENT				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	1,154,897	612,889	542,008	53.1%
Operating Expenses	220,862	108,774	112,088	49.2%
Capital Outlay	27,000	25,849	1,151	95.7%
TOTAL LAW ENFORCEMENT	1,402,759	747,512	655,247	53.3%

*NOTE: The Police & Fire Pension is split 50.5% for Police and 49.5% for Fire Control. The amount allocated to Police year to date is \$82,767.08. The amount for Fire is \$81,128.13 and is expended under Fire Control.

VICTIMS OF CRIMES GRANT				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	40,479	23,049	17,430	56.9%
TOTAL VICTIMS OF CRIMES GRANT	40,479	23,049	17,430	56.9%

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

SCHOOL CROSSING GUARD				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	18,447	9,710	8,737	52.6%
Operating Expenses	375	365	10	100.0%
TOTAL SCHOOL CROSSING GUARD	18,822	10,075	8,747	53.5%

SHOP WITH A COP EXPENSES				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Operating Expenses	-	10,335	(10,335)	0.0%
TOTAL SCHOOL CROSSING GUARD	-	10,335	(10,335)	0.0%

SPECIAL DETAIL				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Operating Expenses	-	733	(733)	0.0%
TOTAL SCHOOL CROSSING GUARD	-	733	(733)	0.0%

TOTAL ALL LAW ENFORCEMENT	1,470,497	800,066	670,431	54.4%
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**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF APRIL 7, 2016**

<i>FIRE CONTROL</i>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Operating Expenses	438,222	227,790	210,432	52.0%
TOTAL FIRE CONTROL	438,222	227,790	210,432	52.0%

<i>CEMETERY</i>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	37,478	20,692	16,786	55.2%
Operating Expenses	21,591	4,841	16,750	22.4%
TOTAL CEMETERY	59,069	25,533	33,536	43.2%

<i>STREET DEPARTMENT</i>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	209,419	71,302	138,117	34.0%
Operating Expenses	220,254	122,682	97,572	55.7%
Capital Outlay	75,000	-	75,000	0.0%
TOTAL STREET DEPARTMENT	504,673	193,984	310,689	38.4%

<i>OTHER TRANSPORTATION</i>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	9,390	6,395	2,995	68.1%
Operating Expenses	78,460	10,222	68,238	13.0%
TOTAL OTHER TRANSPORTATION	87,850	16,617	71,233	18.9%

<i>VEHICLE AND FACILITY MAINTENANCE</i>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	105,506	54,337	51,169	51.5%
Operating Expenses	20,063	9,445	10,618	47.1%
Capital Outlay	3,500	2,556	944	73.0%
TOTAL VEHICLE AND FACILITY MAINTENANCE	129,069	66,338	62,731	51.4%

<i>PARKS DEPARTMENT</i>				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	170,001	76,268	93,733	44.9%
Operating Expenses	73,373	36,490	36,883	49.7%
Capital Outlay	-	-	-	0.0%
TOTAL PARKS DEPARTMENT	243,374	112,758	130,616	46.3%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF APRIL 7, 2016**

MOBILE HOME PARK				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	48,314	25,130	23,184	52.0%
Operating Expenses	117,453	61,252	56,201	52.2%
Capital Outlay	5,000	-	5,000	0.0%
TOTAL MOBILE HOME PARK	170,767	86,383	84,384	50.6%

GOLF COURSE				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	194,883	96,886	97,997	49.7%
Operating Expenses	215,831	118,785	97,046	55.0%
Capital Outlay				0.0%
TOTAL GOLF COURSE	410,714	215,671	195,043	52.5%

WAY BUILDING				
ACCOUNTS	AMENDED BUDGET	ACTUAL	REMAINING	% USED
Personnel Expenses	5,366	6,289	(923)	117.2%
Operating Expenses	29,500	16,280	13,220	55.2%
TOTAL WAY BUILDING	34,866	22,568	12,298	64.7%

TOTAL GENERAL FUND EXPENSES	4,836,924	2,389,819	2,447,105	49.4%
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**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
BUDGETED REVENUE
AS OF APRIL 7, 2016**

	Amended Budget	Actual	Remaining	% Used
Small Cty. Surtax	428,136	243,844	184,292	57.0%
Interest SBA	-			
Other Interest Earnings	-			
Interest on Investment Acct	-			
Unrealized Gain	-			
Other Miscellaneous	-			
Fund Balance Reserves	-			
Total Surtax/Capital	428,136	243,844	184,292	57.0%

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

	Budgeted	Actual	Remaining	% Used
Way Building				
Council Chambers	-			
Improvements (Computer Upgrade)	10,000.00	-	10,000	0.0%
Total Way Building	10,000.00		10,000	
Streets				
Street, Sidewalks & Curbs	-	-	-	0.0%
Stormwater Projects	-	-	-	-
Machinery & Equipment	-	-	-	-
Principal Bond Payments	-	-	-	-
ADM Fees - Bond 2003	-	-	-	-
Interest Bond Payments	-	-	-	-
Bond Administration Expense	-	-	-	-
Improvements (Computer Upgrades)	-	-	-	-
Total Streets	-	-	-	0.0%
Debt Service				
Principal	-	-	-	-
Interest	-	-	-	-
Total Debt Service	-	-	-	-
Police				
Improvements	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Police	-	-	-	-
Parks and Recreation				
Improvements Golf Course	60,000	6,600	53,400	0.0%
Land	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Parks	60,000	6,600	53,400	0.0%
Contingency				
	358,136	-	358,136	0.0%
Total Transfers	-			
Total Capital Improvement/ Surtax	428,136	6,600	421,536	1.5%

CITY OF ARCADIA
ROAD / STREET PROJECTS
REVENUES / EXPENSES
AS OF APRIL 7, 2016

ROAD / STREET PROJECTS - REVENUES

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

ROAD / STREET PROJECTS - EXPENSES

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
Street, Sidewalks & Curbs	683,746	166,669	517,077	24.4%
Stormwater Projects	461,018	90,933	370,085	19.7%
TOTAL ROAD / STREET PROJECTS - EXPENSE	1,144,764	257,602	887,162	22.5%

CITY OF ARCADIA
MCSWAIN RESTORATION
REVENUES / EXPENSES
AS OF APRIL 7, 2016

MCSWAIN RESTORATION - REVENUES

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

MCSWAIN RESTORATION - EXPENSES

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
Contractual	544,726	376,192	168,534	69.1%
TOTAL MCSWAIN EXPENSES	544,726	376,192	168,534	69.1%

CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
REVENUE
AS OF APRIL 7, 2016

WATER/SEWER ENTERPRISE FUND REVENUES:

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
Water Revenue	2,294,541	1,204,354	1,090,187	52.5%
Water Tap Fees	15,000	69,430	(54,430)	462.9%
Water Reconnect Fees	25,000	10,900	14,100	43.6%
Late Fees	100,000	76,875	23,125	76.9%
Sewer Revenue	1,637,374	860,510	776,864	52.6%
Sewer Tap Fees	5,000	159,408	(154,408)	3188.2%
Water Meter Deposit interest	-	-	-	0.0%
Lee Avenue Water & Sewer Impr. Grand - DEP	250,000	-	250,000	0.0%
Water Pollution SRF/GRANT - DEP	1,000,000	-	1,000,000	0.0%
Miscellaneous	-	483	(483)	0.0%
Leachate Payments	-	-	-	0.0%
Fund Balance	-	-	-	0.0%
Total Current Revenues	5,326,915	2,381,959	2,944,956	44.7%

CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
EXPENSES
AS OF APRIL 7, 2016

WATER/SEWER ENTERPRISE FUND EXPENSES:

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
Water Treatment Plant				
Personnel Services	150,361	69,700	80,661	46.4%
Operating Expenses	347,425	146,149	201,275	42.1%
Capital Outlay	-	-	-	0.0%
Debt Service Principal	358,696	152,848	205,848	0.0%
Total WTP Expenses	856,482	368,698	487,784	43.0%
Waste Water Plant				
Personnel Services	280,720	135,802	144,918	48.4%
Operating Expenses	594,756	268,602	326,154	45.2%
Capital Outlay	1,025,000	-	1,025,000	0.0%
Total WWP Expenses	1,900,476	404,404	1,496,072	21.3%
Utility Collections & Billing				
Personnel Services	176,473	95,400	81,073	54.1%
Operating Expenses	122,637	42,352	80,285	34.5%
Total UB Expenses:	299,110	137,751	161,359	46.1%
Water Systems				
Personnel Services	177,113	78,561	98,552	44.4%
Operating Expenses	137,545	43,315	94,230	31.5%
Capital Outlay	280,000	-	280,000	0.0%
Total Debt Service	625,558	508,152	117,406	81.2%
Total Water Systems Expenses	1,220,216	630,029	590,187	51.6%
Waste Water Systems				
Personnel Services	148,057	80,380	67,677	54.3%
Operating Expenses	98,392	30,477	67,915	31.0%
Capital Outlay	-	-	-	0.0%
Total Waste Water Systems Expenses	246,449	110,856	135,593	45.0%
City-County Interconnect	-			
US #17 Widening	-	18,374	(18,374)	
Subtotal:	4,522,733	1,670,111	2,852,622	36.9%
RENEW AND REPLACE	450,000	45,652	404,348	10.1%
CONTINGENCY	354,182	-	354,182	0.0%
TOTAL WATER/SEWER ENTERPRISE FUND EXPENSES:	5,326,915	1,715,764	3,611,152	32.2%

CITY OF ARCADIA
SOLID WASTE ENTERPRISE FUND
REVENUES / EXPENSES
AS OF APRIL 7, 2016

SOLID WASTE ENTERPRISE FUND REVENUES:

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
Garbage Revenue	773,799	403,075	370,724	52.1%
Extra Trash Pick-Up	20,000	5,186	14,814	25.9%
Other Income	-	-	-	0.0%
Miscellaneous		-	-	0.0%
TOTAL SOLID WASTE REVENUES	793,799	408,262	385,537	51.4%

SOLID WASTE ENTERPRISE FUND EXPENSES:

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	284,378	136,513	147,865	48.0%
OPERATING EXPENSES	236,421	105,519	130,902	44.6%
LANDFILL CHARGES	273,000	105,941	167,059	38.8%
CAPITAL OUTLAY	-	-	-	0.0%
TOTAL SOLID WASTE EXPENSES	793,799	347,973	445,826	43.8%

CITY OF ARCADIA
 AIRPORT ENTERPRISE FUND
 REVENUES / EXPENSES
 AS OF APRIL 7, 2016

AIRPORT ENTERPRISE FUND REVENUES:

REVENUE SOURCE	AMENDED BUDGET	YTD ACTUAL	REMAINING	% REC'D
Federal Grants - F.A.A. - Taxiway B	162,900	-	162,900	0.0%
State Grants -F.D.O.T. - Taxiway B	18,100	-	18,100	0.0%
FAA-Master Plan		131,225		
Rent	89,084	48,816	40,268	54.8%
Insurance Reimbursements	-	-	-	0.0%
Transfer from Fund Balance	13,368	-	13,368	0.0%
TOTAL AIRPORT REVENUES	283,452	180,041	234,636	54.8%

AIRPORT ENTERPRISE FUND EXPENSES:

EXPENSES	AMENDED BUDGET	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	11,914	434	11,480	3.6%
OPERATING EXPENSES	90,538	54,104	36,434	59.8%
CAPITAL OUTLAY	181,000		181,000	0.0%
MASTER PLAN		7,160		
TOTAL AIRPORT EXPENSES	283,452	61,698	228,914	21.8%