

**AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 N. POLK AVE., ARCADIA, FL
TUESDAY, JUNE 5, 2012
6:00 PM**

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & ROLL CALL

PRESENTATIONS

- Employee of the Month for May
- Proclamation and Key to the City – Attorney Bill Galvano
- United Way 2-1-1 Services in Arcadia

CONSENT AGENDA

1. Minutes of May 15, 2012 Regular Meeting.
2. Minutes of May 22 2012 Budget Workshop Meeting.
3. Air-Cadia Flowage and Hanger Report for April.
4. Check warrants from 05/07/12, 05/11/12, 05/18/12.
5. Special Event Permit – Candidate Meet and Greet on July 13, 2012 sponsored by DeSoto County Democratic Committee at the Tree of Knowledge.

DISCUSSION ITEMS

6. Potential date(s) for Visioning Session (Mayor Keene)
7. Renewal of City Administrator Contract (18 month contract from renewal date)
8. Special Event Permit and waiver of fees – Youth Fun Day at Smith Brown Gym on June 7, 2012 sponsored by Save Our Community's Kids (Darby Ellis and Richard Koonce).
9. Special Event Permit, Street Closure and waiver of fees – Monthly Car Show sponsored by Team Arcadia for July 13, 2012, August 10, 2012 and September 14, 2012 at the request of Mr. John C. Super.
10. CHNEP Policy Board (Councilman Fink)
11. Re-appointing Mr. George Chase and Mr. Ernie Hewett to the Arcadia Airport Advisory Committee
12. FPL Easement Request for new underground line and transformer to serve the new section of the City of Arcadia Water Plant (Hazen and Sawyer)
13. Fire Services Contract – County's financial obligation to construct new building (Councilman Fink)

If a person decides to appeal any decision made by the board, agency, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Please TURN OFF or SILENCE all cell phones

14. Code Enforcement - Chapter 34 - Vendors (Councilman Fink)

COMMENTS FROM DEPARTMENTS

15. City Marshal – May report included in packet.

16. Attorney

- a. Sunshine and Public Records Law – Part 1
- b. Charter Referendums Update

17. Administrator

- a. US Air Force Jet and Water Fountain at Lake Katherine
- b. Out of Title Work Policy Procedure
- c. Public Works – Addressing Drainage Issues Across the City & General Services- Police Dept. Bldg.
- d. Beautification Projects – State Road 70 East and West, next Highway 17 North and South
- e. CDBG Grant – Future Application Neighborhood Improvement (Infrastructure)
- f. Request for Health Ins. Premium Payment Plan for Former Employee, Karl Lewis
- g. Street & Sidewalk Repair (Repair and Replace Fund Re-Allocation)

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

MAYOR AND COUNCIL MATTERS

ADJOURN

If a person decides to appeal any decision made by the board, agency, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Please **TURN OFF** or **SILENCE** all cell phones

**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, MAY 15, 2012
6:00 PM**

CALL TO ORDER, INVOCATION PLEDGE OF ALLEGIANCE & ROLL CALL

The meeting was called to order at approximately 6:00 p.m.

Mr. Ryan Burns gave the invocation followed by the Pledge of Allegiance.

Arcadia City Council

Mayor Keith Keene
Councilman Robert Heine
Councilman Robert R. Allen

Deputy Mayor Alice Frierson
Councilman Joseph E. Fink

Arcadia City Staff

City Administrator Lawrence Miller
City Attorney Leslie Gladfelter
City Attorney Thomas J. Wohl

City Recorder Virginia S. Haas
Marshal Charles Lee
Finance Director Jorge Santana

PRESENTATIONS

- Aviation Day 2012 Certificates of Appreciation

Mayor Keene presented certificates of appreciation to: George Chase, Gary Frierson, Greg Smith, Al Pandl, Bob Fink and Claude Rathgaber for volunteering at Aviation Day 2012.

- Civility Proclamation for the month of May

Mayor Keene read the Civility Proclamation for the month of May and encouraged all citizens to exercise civility toward one another.

- McSwain Park

Mary Kay Burns, Coordinator Leadership DeSoto, presented the concept plan and phases for improvements to McSwain Park. She noted that there is a coordinated effort between Hand of Angels, Leadership DeSoto and DeSoto Chamber of Commerce to raise funds for improvements at the park. She asked that Council consider a groundbreaking date in June. She indicated that phase one may be completed by November 2012. Mayor Keene thanked all groups involved in the project and noted this was a tremendous demonstration of collaborating efforts.

CONSENT AGENDA

1. Minutes of April 24, 2012 Special Meeting.
2. Minutes of May 1, 2012 Workshop Meeting.
3. Minutes of May 1, 2012 Regular Meeting.
4. Check warrants from 04/25/12, 04/27/12, 05/01/12 and 05/02/12.

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to approve consent agenda items 1 through 4. The motion carried 5-0.

DISCUSSION ITEMS

5. Swaine & Harris, P.A. Agreement for Representation and Fees. (Attorney Gladfelter)

Attorney Gladfelter reported that the Swaine & Harris agreement presented was essentially the same as the contract with Attorney Galvano. She noted the term was left blank however she thought Council may want to insert a term of one year annual contract and the start date would be today May 15, 2012.

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to approve the agreement with Swaine and Harris as presented with contract term beginning May 15, 2012 and renewal on an annual basis. The motion carried 5-0.

6. Acting City Administrator out of title pay. (Councilman Fink)

Councilman Fink stated that the personnel manual does not currently address out of title pay and any person performing out of title duties should be entitled. Councilman Heine and Councilman Allen agreed.

A motion was made by Councilman Fink and seconded by Deputy Mayor Frierson to direct staff to write a policy which would be incorporated in the current personnel policy and inclusive of retroactive pay. The motion carried 5-0.

7. Special Approval for DeSoto Plaza, 1307 E. Oak Street, Internet Café, applicant Mr. Dwayne Waltrip. (Acting City Administrator Judi Jankosky)

Dr. Miller reported that this was a special approval request for an Internet Café. The Planning and Zoning Board forwarded this request to the City Council for approval with a 3-1 passing vote, Mrs. Shirley Brown dissenting. Deputy Mayor Frierson reported that she visited the Internet Café on Monroe which this request was modeled after. Marshal Lee responded to Deputy Mayor that a similar business was shut down in the past however these type businesses are able to operate in a grey area. He reported that the issue would be addressed at the legislative level again however it is currently up to the Cities to pass local ordinances. Councilman Fink asked if the Council could direct the City Attorney to draft an Ordinance that could limit the number of these type establishments. Attorney Wohl replied that the City could enact an ordinance to limit number of establishments or only allow those types of establishments in industrial zoning. Councilman Allen stated that the City should not restrict the number of establishments if they are operating legally under the code. Councilman Heine noted that he was against another Internet Café in the City. Mayor Keene stated that he has not

visited the current Internet Café however he concurred with Councilman Allen that limiting the number may cause issues later.

A motion was made by Councilman Heine to table request to June 5, 2012 meeting. Councilman Heine's motion failed for a lack of a second.

Councilman Allen stated that the Council should approve this request now.

A motion was made by Councilman Allen and seconded by Councilman Fink to grant special approval for DeSoto Plaza, 1307 E. Oak Street, Internet Café, applicant Mr. Dwayne Waltrip. The motion carried 4-1 with Councilman Heine dissenting.

Councilman Fink requested and Council concurred to direct Attorney Wohl to review the City's code and draft proposals/options to legislate future request for Internet Café type businesses. Deputy Mayor Frierson also requested a list of problems or impacts on communities who currently have Internet Cafés.

8. Special Approval for DeSoto Plaza, Automotive Preventative Maintenance Facility, applicant Mr. William Harvey. (Acting City Administrator Judi Jankosky)

Mayor Keene responded to Councilman Heine that this business is similar to the franchise "Grease Monkey" or "Quick Lube".

A motion was made by Councilman Allen and seconded by Councilman Fink to grant Special Approval for DeSoto Plaza, Automotive Preventative Maintenance Facility, applicant Mr. William Harvey. The motion carried 5-0.

9. City Recorder Position. (City Recorder)

Ms. Haas explained that she spoke with the Wage and Hour Division as to whether the City Recorder position was considered exempt or non-exempt. Following several pointed questions the Wage and Hour division slated the City Recorder position as non-exempt. Mrs. Haas stated that she is asking for some relief either in compensatory time, flex time or for the position to be deemed non-exempt. Ms. Haas responded to Deputy Mayor Frierson that she currently is recorder for the following meetings: City Council regular meetings, workshop meetings, special meetings, budget meetings, Planning and Zoning Board, Board of Adjustment and Historic Preservation Commission meetings. Dr. Miller reminded Council that the request, if approved, would have a fiscal impact on the budget and also other Department Heads may come forward seeking the same and this would be setting a precedent. Councilman Fink stated that there has to be some sort of compensation and concurred with Dr. Miller that it would affect the budget. Ms. Haas stated that she was the only Department Head that does not supervisor anyone and the City Recorder position does not meet any of the criteria for an exempt position. Dr. Miller reiterated that in the past the City paid overtime and comp time when employees left so there are ramifications to this request.

A motion was made by Councilman Heine and seconded by Councilman Allen to deem the City Recorder Position non-exempt. The motion carried 5-0.

There was some discussion regarding the City Recorder position being appointed by the City Council.

10. Code Enforcement at 143 South Orange Avenue and other areas. (Councilman Fink)

Councilman Fink reported there was a complaint regarding 143 S. Orange in the past and the Marshal said that the Council at that time was told not to respond. Marshal Lee presented several pending violations and noted the property in question is 342 S. Orange. He stated that several violations and warnings were issued however the owner argued historic value and the building still stands however dilapidated.

A motion was made by Councilman Fink and seconded by Councilman Heine to direct Marshal Lee to enforce codes in relation to 342 S. Orange. The motion carried 5-0.

RESOLUTION

11. **RESOLUTION NO. 2012-03; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, GRANTING A VARIANCE TO REDUCE THE FRONT YARD BUILDING SETBACK FROM 25 FEET TO 20 FEET AND THE REAR YARD BUILDING SETBACK FROM 20 FEET TO 6 FEET TO FACILITATE THE CONSTRUCTION OF A SINGLE FAMILY DWELLING ON PROPERTY LOCATED AT 514 BOND STREET, ARCADIA, FLORIDA. (Jeff Schmucker, CFRPC)**

Mayor Keene explained that variances were typically handled through resolution in the past and he thought this might be the CDBG property Council recently donated land for a single family home. Mr. Earl Hill confirmed and said initially this was a 5,000 square foot lot that was split into two parcels. Attorney Wohl recommended changes as to form including the reduction in lot size from 5,000 to 2,500.

A motion was made by Councilman Heine and seconded by Councilman Fink to approve Resolution No. 2012-03 with noted changes by the City Attorney. The motion carried 5-0.

COMMENTS FROM DEPARTMENTS

12. City Marshal – No report

13. Attorney – No Report

14. Administrator

- a. Update on request for Barbara Petersen to speak

Dr. Miller summarized the costs for Barbara Petersen, First Amendment Foundation, to speak to the Council and staff regarding Sunshine Law and Public Records. It was noted that the new City Attorney would be available to advise Council regarding Sunshine Law and Public Records.

A motion was made by Councilman Heine and seconded by Councilman Allen not to request Mrs. Peterson to speak to staff and Council. The motion carried 5-0.

b. Upcoming Budget Workshops

Dr. Miller reported that the upcoming budget workshops were included in the Council's packets and noted that the first workshop would include review of the general government budget items.

c. Safety Inspections Update

Dr. Miller reported that recently safety site inspections were conducted by Pam Stone at some of the departments. He introduced Mr. Lew Ambler, DeSoto Insurance, to give an update. Mr. Ambler reported that he and Mrs. Stone were conversing following the inspections and he explained that most of the issues were housekeeping and the departments are diligently working to correct the noted safety issues. Dr. Miller stated that he sent a memorandum to all department heads noting the safety issues as outline by Mrs. Stone. He stated safety issues are priority issues and will be re-inspected in June. Mr. Ambler thanked Dr. Miller, Council and Ms. Haas for making the workplace safe for employees and citizens.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Mrs. Penny Kurtz updated the Council on the status of the new Health Department and stated she would send her contact information to Attorney Wohl.

Mr. Rasheed Jahaludin questioned why it took four months after the accident for employees to be drug tested. He responded to Dr. Miller how the accident occurred. Dr. Miller stated that names should be kept confidential and that he had not yet spoken to Mr. Lewis. Mr. Jahaludin stated that in his opinion ten to fifteen gallons of fuel is being stolen per week. Dr. Miller explained that there is a proper procedure and forum for reporting charges such as these and encouraged Mr. Jahaludin to speak with City Administration and the charges would be investigated.

Mr. Robert Allen, 331 Valdosta, reported on drainage problems at his location. He explained that he did speak with Mr. Cordes in February and March however no culverts were cleaned. Dr. Miller assured Mr. Allen that the culverts are being cleaned because he personally has witnessed cleaning of the ditches and culverts. Mr. Jahaludin confirmed cleaning of the culverts when staff is not maintaining city lines.

Mr. Darby Ellis gave a short presentation regarding Save Our Community's Kids (SOCK). He asked for Council support in this endeavor and encouraged City Council to attend the next event at Smith Brown Gym so they could see the program in action. Mr. Ellis stated they are attempting to raise \$5,000 for a Youth Fun Day.

Councilman Heine stated he was glad to see Dr. Miller back at work.

Deputy Mayor Frierson reported that she visited Wauchula Airport and spoke with the Airport Manager. She reported that Wauchula Airport is self supporting at best and there is no money that contributes to the City. She stated that the terminal is similar to an outdoor utility shed.

She asked that blaming the Fixed Based Operators cease and attempt to work with Air-Cadia as a good partner.

Deputy Mayor Frierson stated that Dr. Miller received a bonus recently. Dr. Miller responded that every City employee is entitled to a bonus based on their performance evaluation just as he and the bonuses were included and approved in the budget. He stated that once Council evaluated him he received the bonus as per his contract. Deputy Mayor Frierson stated that she took issue with Dr. Miller signing his own bonus unless she pointed out that Dr. Miller had spoken with the Mayor. Dr. Miller responded that he spoke particularly about this issue with Attorney Galvano who gave direction on this matter. Councilman Allen asked if the bonus was supposed to be issued on an annual basis. Dr. Miller responded that his evaluations are supposed to be conducted yearly and the Council was evaluating him every six months. Dr. Miller noted his exception to Deputy Mayor Frierson's evaluation and stated that he was previously deemed qualified for this position.

Councilman Fink welcomed Attorney Wohl. He asked about the status of the Charter referendums and encouraged the Attorney to work toward getting the referendums on the ballot for the general election if time permits. The City Recorder will send the Charter recommendations to Attorney Wohl for review.

Councilman Fink thanked Deputy Mayor Frierson for speaking at the Habitat for Humanity Grand Opening. He questioned if the new Restore was ADA compliant because he noted there was no visible handicap parking.

Councilman Fink stated that he was told by staff about the Wauchula Airport and its contribution to the City of Wauchula. He continued that he respects the Deputy Mayor's opinion and his opinion is valid as well. Councilman Fink stated that the Airport is an important issue of the City as is the other "diamonds" in the City that need review to address the deficit. Deputy Mayor Frierson responded that the Council should consider facts and history not blame the Minnear's. Councilman Fink replied that he wants to see the Airport profitable and asked about conducting an audit. Dr. Miller concurred and stated that he hopes the Fire and Emergency Services Contract is reviewed also because it affects the budget as well.

Mayor Keene thanked Councilman Fink for attending the meeting with the County. He thanked Deputy Mayor Frierson for attending the grand opening for Habitat for Humanity. Mayor Keene stated that he did not speak with Dr. Miller regarding his bonus. He recalled a similar issue in the past regarding Mrs. Baumann's bonus.

Mayor Keene stated that the Council should not get bogged down with the past regarding the Airport. He noted that there are items being completed like the fence and runway improvements forthcoming. Councilman Heine stated that the Air-Cadia contract expires and reverts back to the City in three years. Dr. Miller stated that if there is an updated Airport Master Plan then the City will receive FAA grant money.

Mayor Keene reported that the Central Florida Regional Planning Council (CFRPC) recently approved a phosphorus mining industry in Hardee County. He explained that he was looking forward to reviewing the Fire Services agreement which may assist in alleviating the budget deficit. Mayor Keene reported he received a list of vendors that need to acquire permits from the City. He will meet with Marshal Lee to review action.

Councilman Heine reported on the new sign on the East side of the City. Mayor Keene stated there are issues with large trucks parking near Habitat for Humanity. Marshal Lee responded that issue was addressed however he will follow up again.

MAYOR AND COUNCIL MATTERS

ADJOURN

A motion was made by Councilman Heine and seconded by Councilman Allen to adjourn the meeting at 8:15 p.m. The motion carried 5-0.

APPROVED THIS ____ DAY OF _____, 2012.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder

**MINUTES
CITY COUNCIL WORKSHOP
CITY OF ARCADIA
TUESDAY, MAY 22, 2012
5:30 PM**

CALL TO ORDER, ROLL CALL

The workshop session was called to order at approximately 5:30 PM.

Arcadia City Council

Mayor Keith Keene
Deputy Mayor Alice Frierson
Councilman Robert Heine

Councilman Joseph E. Fink
Councilman Robert Allen

Arcadia City Staff

City Administrator Lawrence Miller
Assistant City Administrator Judi Jankosky
City Recorder Virginia S. Haas
Finance Director Jorge Santana

DISCUSSION:

Mr. Santana reviewed the dates and times of the upcoming budget workshops. Mr. Santana reviewed revenues and reminded that the County's taxable values will not come in until July 1, 2012. He stated that revenues were adjusted according to the first six months and different taxes have decreased. The ½ cent sales tax is fluctuating. He also adjusted charges for services in garbage services and the golf course. The mobile home park revenue decreased by 20% and cemetery lot availability is low. He stated that the Finance Department is mailing monthly notices attempting to collect over \$40,000 in unpaid cemetery lots. Mr. Santana will present the findings in another month after the accounts are analyzed.

1. General Government Budget

a. Legislative

Mr. Santana reviewed the legislative budget. He added \$1,000 for tolls and travel reimbursement. Telephones and associated costs were reduced as some Council turned in phones and laptops. Printing and binding costs decreased because there will be limited purchasing of Council business cards. Councilman Fink stated the City purchased his first set however the second set he purchased himself using a different vendor. \$1,500 was maintained for costs associated with memberships. \$4,900 was requested to codify ordinances from 2008 to 2011. The total requested legislative budget is \$51,301.

b. Retirement Council

Mr. Santana stated retirement budget remains the same with two retired Council in the amount of \$4,800.

additional insurance coverage. Mr. Santana responded to Mr. Frierson that the maintenance contract is paid once per year for the Munis software program.

h. Elections

Mr. Santana reported that according to 2012 election costs he placed \$7,271 in the elections budget. He stated that he spoke to the Supervisor of Elections and should the city change election dates to coincide with Federal and State elections the city could see a significant decrease in associated election costs.

Mayor Keene reported the next budget meeting is scheduled for May 29, 2012 at 5:30 p.m. to review Public Safety Budget.

PUBLIC COMMENTS

Mr. Frierson asked if the City would shop the health insurance this year as they did in the past. Mayor Keene responded that the City request quotes for health insurance each year.

COUNCIL MEMBER COMMENTS - NONE

ADJOURN

Having no further business, the workshop was adjourned at 6:40 PM.

APPROVED THIS ___ DAY OF ____, 2012

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, CMC
City Recorder

Air-Cadia

2268 SE AC Polk Jr Dr
Arcadia, Fl 34266
863-990-9314
863-993-2114

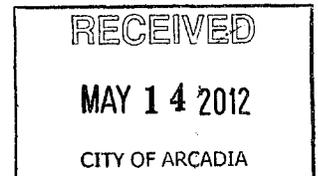
FLOWAGE AND HANGER RENT REPORT APRIL 2012

<i>Aviation Fuel</i>	<i>504.7 GALLONS @ \$0.01/ga</i>	<i>\$</i>	<i>5.05</i>
<i>Lubrication oil.....</i>	<i>0.25Gallons.04/gal</i>	<i>\$</i>	<i>.01</i>
<i>Tiedown Fee.....</i>	<i>45.00/50%</i>	<i>\$</i>	<i>22.50</i>
<i>BLDG F.....</i>	<i>900.00/90%</i>	<i>\$</i>	<i>810.00</i>
<i>T-hangers.....</i>	<i>3800.00/90%</i>	<i>\$</i>	<i>3,420.00</i>
<i>Late Fee.....</i>	<i>50.00/90%</i>		<i>45.00</i>

*This month 19 of the 20 hangers rented-Building A and B
3 of the 3 hangers rented-Building F*

Total due City for APRIL 2012 *\$4,302.56*

Paid Check # *2486*





05/07/2012 09:59
aahorkey

City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

PG 5
apwarrnt

WARRANT: 20120503 05/07/2012

DUE DATE: 05/07/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87043	286	CITY OF ARCADIA	MAY 2012	100	INV	05/07/2012	200.00	MAY 2012 BUDGETED ALLO
87044	40060	DESOTO CNTY BOARD OF	MAY 2012_FIRE DEPT	100	INV	05/07/2012	37,333.56	MAY 2012 - FIRE DEPART
87045	1629	EUGENE HICKSON	MAY 2012	100	INV	05/07/2012	150.00	MAY 2012 RETIREMENT
87046	909155	ROOSEVELT JOHNSON	MAY 2012	100	INV	05/07/2012	250.00	MAY 2012 RETIREMENT
87047	314	ACTION MOWER SALES & SERVIC	MAY 2012_PO24028	100	INV	05/07/2012	7,059.78	LAWN MOWER
87048	1893	ARCADIA DO-IT-BEST HARDWARE	A302131	100	INV	05/07/2012	3.11	GLAV PLUG
87049	2455	CENTURYLINK	MAY '12_312284684	100	INV	05/07/2012	260.00	ACCT NO. 312284684
87050	2455	CENTURYLINK	MAY '12_312119325	100	INV	05/07/2012	275.83	ACCT NO. 312119325
87051	2455	CENTURYLINK	MAY '12_312243494	100	INV	05/07/2012	260.00	ACCT NO. 312243494
87052	2455	CENTURYLINK	MAY '12_312161469	100	INV	05/07/2012	107.77	ACCT NO. 312161469
87053	2455	CENTURYLINK	MAY '12_311452041	100	INV	05/07/2012	60.18	ACCT NO. 311452041
87054	2455	CENTURYLINK	MAY '12_311032795	100	INV	05/07/2012	149.48	ACCT NO. 311032795
87055	2455	CENTURYLINK	MAY '12_311367811	100	INV	05/07/2012	256.83	ACCT NO. 311367811
87056	2455	CENTURYLINK	MAY '12_311825967	100	INV	05/07/2012	84.01	ACCT NO. 311825967
87057	10030	W & S ENTERPRISE ACCOUNT	67890	100	INV	05/07/2012	135.10	ACCT NO. 1010000100
87058	2141	DISH NETWORK	MAY 2012	100	INV	05/07/2012	72.00	ACCT NO. 8255 7070 805
87059	2678	LEAH WELLES-LIEDKE	LW1660	100	INV	05/07/2012	130.00	APPEARANCE FEE/0&1 OF
87060	1535	NAPA AUTO PARTS	186786	100	INV	05/07/2012	373.43	STRUT TOOL
87061	1535	NAPA AUTO PARTS	186824	100	INV	05/07/2012	1.99	SPARK PLUG
87062	10025	CID UNIT OF	MAY 2012	100	INV	05/07/2012	600.00	MAY 2012 BUDGETED ALLO
WARRANT TOTAL							47,763.07	

** END OF REPORT - Generated by Amanda Albritton-Horkey **



05/11/2012 16:17
aahorkey

City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

PG 13
apwarrnt

WARRANT: 20120504 05/11/2012

DUE DATE: 05/11/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87063	1893	ARCADIA DO-IT-BEST HARDWARE	A302240	100	INV	05/11/2012	2.61	SCREWS
87064	10175	ARCADIA ELECTRIC CO	16015	100	INV	05/11/2012	425.33	SERVICE
87065	10175	ARCADIA ELECTRIC CO	16028	100	INV	05/11/2012	1,964.00	REPLACED COMPRESSOR
87066	2658	CINTAS DOCUMENT MANAGEMENT	DD69052589	100	INV	05/11/2012	35.00	SHREDDING
87067	10030	W & S ENTERPRISE ACCOUNT	68612	100	INV	05/11/2012	113.40	ACCT NO. 1070554000
87068	10030	W & S ENTERPRISE ACCOUNT	68613	100	INV	05/11/2012	157.50	ACCT NO. 1070554200
87069	60090	FLORIDA POWER & LIGHT	APR/MAY '12 TURNER	100	INV	05/11/2012	10.49	51929-54195: 185 NE TU
87070	60090	FLORIDA POWER & LIGHT	APR/MAY '12 10TH AVE	100	INV	05/11/2012	27.75	36020-30979: 320 N 10T
87071	60090	FLORIDA POWER & LIGHT	APR/MAY '12 OK SHPPG	100	INV	05/11/2012	86.10	77069-38912: 1301 E OA
87072	60090	FLORIDA POWER & LIGHT	APR/MAY '12 CYPRESS	100	INV	05/11/2012	94.07	26050-36983: 1312 E CY
87073	60090	FLORIDA POWER & LIGHT	APR/MAY '12 CYP WELL	100	INV	05/11/2012	655.45	06970-39949: 1612 E CY
87074	60090	FLORIDA POWER & LIGHT	APR/MAY '12 OK WELL4	100	INV	05/11/2012	495.01	97419-38964: 1422 NE O
87075	60090	FLORIDA POWER & LIGHT	APR/MAY '12 OK WELL5	100	INV	05/11/2012	715.69	97449-30943: 1704 NE O
87076	2128	ODYSSEY MANUFACTURING CO.	163414	100	INV	05/11/2012	799.50	HYPOCHLORITE SOLUTIONS
87077	2657	ELLISON SYSTEMS INC	1335277863	100	INV	05/11/2012	50.43	PAPER PRODUCTS
87078	190070	SHORT ENVIRONMENTAL	12-1225	100	INV	05/11/2012	208.00	4/17-25/12 SAMPLES
87079	190070	SHORT ENVIRONMENTAL	12-1235	100	INV	05/11/2012	20.00	4/16/12 FLUORIDE
87080	2121	FIRST STATE BANK OF ARCADIA	05082012_HAAS	100	INV	05/11/2012	742.80	DEBIT CARD REIMB FOR V
87081	2121	FIRST STATE BANK OF ARCADIA	05082012_MILLER	100	INV	05/11/2012	483.75	DEBIT REIMB FOR DR. MI
87082	1993	BUREAU OF ELEVATOR SAFETY	85975_2012	100	INV	05/11/2012	75.00	LICENSE 85975 RENEWAL
87083	10030	W & S ENTERPRISE ACCOUNT	68699	100	INV	05/11/2012	46.10	ACCT NO. 1070631500
87084	10030	W & S ENTERPRISE ACCOUNT	68693	100	INV	05/11/2012	616.92	ACCT NO. 1070622600
87085	10030	W & S ENTERPRISE ACCOUNT	68692	100	INV	05/11/2012	50.28	ACCT NO. 1070622400
87086	60090	FLORIDA POWER & LIGHT	APR/MAY '12 OK SCL X	100	INV	05/11/2012	8.14	40006-94473: 607 E OAK
87087	2128	ODYSSEY MANUFACTURING CO.	163415	100	INV	05/11/2012	422.25	HYPOCHLORITE SOLUTIONS



05/11/2012 16:17
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City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

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apwarnt

WARRANT: 20120504 05/11/2012

DUE DATE: 05/11/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87088	190207	SUNCOAST FORMS & SYS INC	329943	100	INV	05/11/2012	403.41	SUPPLIES FOR UTILITY C
87089	10030	W & S ENTERPRISE ACCOUNT	68461	100	INV	05/11/2012	25.20	ACCT NO. 1050582900
87090	10030	W & S ENTERPRISE ACCOUNT	68482	100	INV	05/11/2012	133.88	ACCT NO. 1050589700
87091	10030	W & S ENTERPRISE ACCOUNT	68462	100	INV	05/11/2012	25.20	ACCT NO. 1050583500
87092	10030	W & S ENTERPRISE ACCOUNT	68694	100	INV	05/11/2012	50.70	ACCT NO. 1070625900
87093	2650	COMMERCIAL MAINTENANCE CHEM	65809	100	INV	05/11/2012	572.89	WEED KILLER
87094	1451	DESOTO AUTO MALL	13272	100	INV	05/11/2012	21.48	BRAKE CLEANER
87095	60090	FLORIDA POWER & LIGHT	APR/MAY '12 PROVIDEN	100	INV	05/11/2012	82.71	16944-36948: 231 PROVI
87096	60090	FLORIDA POWER & LIGHT	APR/MAY '12 VIR W FI	100	INV	05/11/2012	7.42	79406-02274: 400 VIRGI
87097	60090	FLORIDA POWER & LIGHT	APR/MAY '12 ARC LL	100	INV	05/11/2012	30.72	59153-15104: 948 N ARC
87098	60090	FLORIDA POWER & LIGHT	APR/MAY '12 EAST FIE	100	INV	05/11/2012	7.42	13266-99236: 400 VIRGI
87099	60090	FLORIDA POWER & LIGHT	APR/MAY '12 VIR STOR	100	INV	05/11/2012	10.08	11873-76494: 400 VIRGI
87100	60090	FLORIDA POWER & LIGHT	APR/MAY '12 SPEER CT	100	INV	05/11/2012	13.64	86753-33960: 400 VIRGI
87101	60090	FLORIDA POWER & LIGHT	APR/MAY '12 TENNIS C	100	INV	05/11/2012	57.90	86833-32970: 400 VIRGI
87102	60090	FLORIDA POWER & LIGHT	APR/MAY '12 ARC LTS	100	INV	05/11/2012	17.70	98315-85519
87103	60090	FLORIDA POWER & LIGHT	APR/MAY '12 ARC NE F	100	INV	05/11/2012	460.12	86893-35928: 948 N ARC
87104	60090	FLORIDA POWER & LIGHT	APR/MAY '12 ARC SOFT	100	INV	05/11/2012	17.70	79812-41180: 948 N ARC
87105	60090	FLORIDA POWER & LIGHT	APR/MAY '12 VIR CONC	100	INV	05/11/2012	37.26	86763-31997: 400 VIRGI
87106	60090	FLORIDA POWER & LIGHT	APR/MAY '12 ARC CONC	100	INV	05/11/2012	35.22	86913-31980: 948 N ARC
87107	60090	FLORIDA POWER & LIGHT	APR/MAY '12 ARC PKG	100	INV	05/11/2012	21.86	86903-33953: 948 N ARC
87108	2052	HD SUPPLY WATERWORKS,LTD	4738182	100	INV	05/11/2012	93.11	FLANGES
87109	80075	HOME OWNERS SUPPLY	220620	100	INV	05/11/2012	8.98	CORNER BRACE
87110	80075	HOME OWNERS SUPPLY	220828	100	INV	05/11/2012	2.50	FASTENERS
87111	80075	HOME OWNERS SUPPLY	220824	100	INV	05/11/2012	56.44	CHISEL/BOLT/HINGE/SCRE
87112	80075	HOME OWNERS SUPPLY	220929	100	INV	05/11/2012	197.70	PRESSURE TREATED WOOD



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City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

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WARRANT: 20120504 05/11/2012

DUE DATE: 05/11/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87113	80075	HOME OWNERS SUPPLY	221381	100	INV	05/11/2012	13.99	DEADBOLT
87114	80075	HOME OWNERS SUPPLY	221418	100	INV	05/11/2012	119.98	SIGN EXIT
87115	2624	INTERSTATE BATTERIES OF FOR	30094452	100	INV	05/11/2012	120.88	BATTERIES
87116	120120	LOU'S PAINT SPOT	137051	100	INV	05/11/2012	11.67	MINERAL SPIRITS
87117	172	MCGEE TIRE STORES	L-150993	100	INV	05/11/2012	604.05	TIRES
87118	1535	NAPA AUTO PARTS	186681	100	INV	05/11/2012	91.26	ACCUMULATOR/HOSE ASSEM
87119	1535	NAPA AUTO PARTS	186692	100	INV	05/11/2012	4.92	TUBE
87120	1535	NAPA AUTO PARTS	187007	100	INV	05/11/2012	90.54	OIL, FUEL & HYDRAULIC
87121	2151	PEACE RIVER SHOPPER	12663	100	INV	05/11/2012	50.00	AD
87122	190070	SHORT ENVIRONMENTAL	12-1245	100	INV	05/11/2012	300.00	4/27-28/12 SAMPLE - TO
87123	190090	SMITH'S RANCH & GARDEN, INC	102041655	100	INV	05/11/2012	3.16	HARDWARE
87124	190090	SMITH'S RANCH & GARDEN, INC	101032220	100	INV	05/11/2012	10.75	WHOLE CORN
87125	190090	SMITH'S RANCH & GARDEN, INC	102041754	100	INV	05/11/2012	288.94	STOCK PANEL/KEY SINGLE
87126	190090	SMITH'S RANCH & GARDEN, INC	101032277	100	INV	05/11/2012	20.45	NAILS BRIGHT/BARB STAP
87127	190090	SMITH'S RANCH & GARDEN, INC	101032275	100	INV	05/11/2012	27.72	OIL
87128	190090	SMITH'S RANCH & GARDEN, INC	101032511	100	INV	05/11/2012	4.47	KEY SINGLE CUT
87129	190090	SMITH'S RANCH & GARDEN, INC	101032648	100	CRM	05/11/2012	-23.99	DEADLOCK
87130	190090	SMITH'S RANCH & GARDEN, INC	101032646	100	INV	05/11/2012	86.40	OIL
87131	190090	SMITH'S RANCH & GARDEN, INC	101032647	100	INV	05/11/2012	720.00	WEED & GRASS KILLER
87132	2638	TOSHIBA	2074504	100	INV	05/11/2012	242.13	COPIER
87133	1535	NAPA AUTO PARTS	185693	100	INV	05/11/2012	41.90	SERPENTINE BELT
87134	1535	NAPA AUTO PARTS	185743	100	CRM	05/11/2012	-41.90	BELT RETURNED
87135	1535	NAPA AUTO PARTS	185744	100	INV	05/11/2012	39.16	FLEETRANNER BELT
87136	1535	NAPA AUTO PARTS	186934	100	INV	05/11/2012	14.39	AIR FILTER
87137	1535	NAPA AUTO PARTS	186910	100	INV	05/11/2012	94.02	OIL/FUEL FILTER



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City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

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WARRANT: 20120504 05/11/2012

DUE DATE: 05/11/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87138	1535	NAPA AUTO PARTS	187022	100	CRM	05/11/2012	-19.26	CORE DEPOSIT
87139	1535	NAPA AUTO PARTS	186261	100	CRM	05/11/2012	-77.78	CORE DEPOSIT
87140	2353	RED E SERVICES INC	3036	100	INV	05/11/2012	640.04	SERVICE TO 580 BACKHOE
87141	10140	ALERT PLUMBING SERVICE, INC	055491	100	INV	05/11/2012	106.00	SERVICE
87143	1893	ARCADIA DO-IT-BEST HARDWARE	A302784	100	INV	05/11/2012	55.55	WET FLOOR SIGN/COIL/TA
87144	10030	W & S ENTERPRISE ACCOUNT	68773	100	INV	05/11/2012	59.14	ACCT NO. 2090697500
87145	50035	ENFORCEMENT ELECTRONICS	43949	100	INV	05/11/2012	58.27	RECERTIFY RADAR
87146	431	FLORIDA DEPARTMENT OF LAW E	329568	100	INV	05/11/2012	48.00	CUST NO. 31164
87147	2237	G&K SERVICES	APRIL 2012_1897810	100	INV	05/11/2012	279.79	ACCT NO. 1897810-APRIL
87148	2237	G&K SERVICES	APRIL 2012_1898091	100	INV	05/11/2012	38.60	ACCT NO. 1898091-APRIL
87149	2237	G&K SERVICES	APRIL 2012_1898090	100	INV	05/11/2012	109.50	ACCT NO. 1898090-APRIL
87150	2237	G&K SERVICES	APRIL 2012_1898096	100	INV	05/11/2012	175.15	ACCT NO. 1898096-APRIL
87151	2237	G&K SERVICES	APRIL 2012_1898097	100	INV	05/11/2012	175.05	ACCT NO. 1898097-APRIL
87152	2237	G&K SERVICES	APRIL 2012_1898099	100	INV	05/11/2012	220.17	ACCT NO. 1898099-APRIL
87153	2237	G&K SERVICES	APRIL 2012_1898100	100	INV	05/11/2012	49.90	ACCT NO. 1898100-APRIL
87154	80075	HOME OWNERS SUPPLY	219969	100	INV	05/11/2012	2.64	SINGLE SIDE KEY
87155	120120	LOU'S PAINT SPOT	137146	100	INV	05/11/2012	106.15	PAINT/BRUSH
87156	10160	LUCKY MUSE	25942	100	INV	05/11/2012	7.00	LABOR
87157	10160	LUCKY MUSE	26193	100	INV	05/11/2012	7.00	PLUGGED TIRE - UNIT 7
87159	1535	NAPA AUTO PARTS	187189	100	INV	05/11/2012	12.28	STEER-X/PWR STEERTING
87160	2656	PHIL'S AUTOMOTIVE	20253	100	INV	05/11/2012	49.95	FOUR WHEEL STANDARD AL
87162	190070	SHORT ENVIRONMENTAL	12-1316	100	INV	05/11/2012	225.00	5/7,8/12 SAMPLES - TOT
87163	940	NEXTEL COMMUNICATIONS	273625411-122	100	INV	05/11/2012	289.61	ACCT NO. 273625411
87165	230045	WESTERN AUTO ASSOC STORE	10062669	100	INV	05/11/2012	11.29	UPS
87166	1535	NAPA AUTO PARTS	186889	100	INV	05/11/2012	81.38	VALVE/BRAKE ROTOR



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City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

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WARRANT: 20120504 05/11/2012

DUE DATE: 05/11/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87167	2239	ENVIRONMENTAL REAGENT SERVI	11282	100	INV	05/11/2012	128.66	DPD PHOSPHATE BUFFER
87168	2128	ODYSSEY MANUFACTURING CO.	163745	100	INV	05/11/2012	788.25	HYPOCHLORITE SOLUTIONS
87169	1405	THE SUN	433998	100	INV	05/11/2012	77.00	FREE CHLORINE DISINFEC
87170	940	NEXTEL COMMUNICATIONS	782695414-122	100	INV	05/11/2012	961.44	ACCT NO. 782695414
WARRANT TOTAL							18,297.47	

** END OF REPORT - Generated by Amanda Albritton-Horkey **



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City of Arcadia, FL - ** LIVE **
PREPAID INVOICE LIST

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WARRANT: 20120505 05/18/2012

VENDOR	VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	VOUCHER	CHECK	COMMENT
CASH ACCOUNT: 81000 10400 EQUITY IN POOLED CASH										
20021	BARNEY'S PUMPS I	00000	1033869		100	INV	05/18/2012	265.00	87173	52080 SUMP PUMP
106	BOWLING GREEN SM	00000	16949		100	INV	05/18/2012	41.51	87191	52081 WASHER/PAWL/CLIP/L
1866	BRENNTAG	00000	BMS209016		100	INV	05/18/2012	648.00	87192	52082 SOD HEXAMETAPHOSPH
196	BUFFALO	00000	411646		100	INV	05/18/2012	259.97	87240	52083 CAPS & VISORS
1963	BV OIL COMPANY	00000	03-526982		100	INV	05/18/2012	517.03	87174	52084 55 GALLONS OF AMAL
2674	CARDINAL CONTRAC	00000	31106-02		100	INV	05/18/2012	270,187.66	87172	52085 PROGRESS PAYMENT R
2455	CENTURYLINK	00000	MAY '12 312159680		100	INV	05/18/2012	223.40	87225	52086 ACCT NO. 312159680
30040	CHENANGO SUPPLY	00001	180710A		100	INV	05/18/2012	505.52	87221	52087 STIHL
10030	CITY ARCADIA W&S	00000	69154		100	INV	05/18/2012	25.20	87175	52088 ACCT NO. 211091560
10030	CITY ARCADIA W&S	00000	68791		100	INV	05/18/2012	25.20	87176	52088 ACCT NO. 209070820
10030	CITY ARCADIA W&S	00000	68790		100	INV	05/18/2012	25.20	87177	52088 ACCT NO. 209070800
780	CITY OF ARCADIA	00000	04/20/12 TO 05/09/12		100	INV	05/18/2012	247.11	87222	52089 REIMB. FOR SHOP OI
780	CITY OF ARCADIA	00000	03/19/12 TO 04/20/12		100	INV	05/18/2012	169.80	87227	52089 REIMB. FOR SHOP OI
1507	DM CENTER FOR FA	00000	DOT PHYSICAL 041112		100	INV	05/18/2012	65.00	87235	52090 DOT PHYSICAL FOR C
222	DUMONT COMPANY	00000	249196		100	INV	05/18/2012	462.00	87183	52091 AMMONIUM SULFATE
725	ELECTRO-MECHANIC	00000	133544		100	INV	05/18/2012	3,250.00	87238	52092 REBUILD 20 HP FLYG
1743	ENVIRONMENTAL PR	00000	V027589		100	INV	05/18/2012	134.75	87193	52093 FUEL/WATER SEP ASS
1743	ENVIRONMENTAL PR	00000	V027575		100	INV	05/18/2012	212.50	87194	52093 RADIATOR TANK
2464	EXPRESS MOWER	00000	0072736		100	INV	05/18/2012	168.75	87195	52094 LITE CHAIN/TRIMMER
60090	FLA POWER & LIGH	00001	APR/MAY '12 VOL PARK		100	INV	05/18/2012	11.32	87196	52095 86639-39968: 16 S
60090	FLA POWER & LIGH	00001	APR/MAY '12 SHFFLBRD		100	INV	05/18/2012	7.42	87197	52095 86589-32937: 12 S
60090	FLA POWER & LIGH	00001	APR/MAY '12 OK SCHL		100	INV	05/18/2012	7.92	87198	52095 86546-90547: 518 E
60090	FLA POWER & LIGH	00001	APR/MAY '12 GOLF PUM		100	INV	05/18/2012	17.81	87199	52095 16289-31998: 1769
60090	FLA POWER & LIGH	00001	APR/MAY '12 GOLF MTL		100	INV	05/18/2012	51.57	87200	52095 45975-18598: 1769
60090	FLA POWER & LIGH	00001	APR/MAY '12 GOLF CAR		100	INV	05/18/2012	937.25	87201	52095 26069-35985: 1769
60090	FLA POWER & LIGH	00001	APR/MAY '12 PRO SHOP		100	INV	05/18/2012	10.02	87202	52095 53062-54037: 1769
60090	FLA POWER & LIGH	00001	APR/MAY '12 GOLF RR		100	INV	05/18/2012	43.64	87203	52095 16279-33961: GOLF
60090	FLA POWER & LIGH	00001	APR/MAY '12 LIVING G		100	INV	05/18/2012	32.07	87204	52095 26059-37958: 1769
1017	FLORIDA DEPARTME	00000	APRIL 2012		100	INV	05/18/2012	1,768.27	87190	52096 APRIL 2012 - 24-80
2211	GRIMES GOBEL GRI	00000	46		100	INV	05/18/2012	3,016.50	87178	52097 APRIL - GENERAL RE
80075	HOME OWNERS SUPP	00001	221738		100	INV	05/18/2012	20.99	87187	52098 AUGER DRAIN
80125	LOU'S HYDRAULIC	00000	5035A		100	INV	05/18/2012	20.88	87205	52099 HOSE/FEMALE JIC SW
130020	MAASSEN OIL COMP	00000	172643		100	INV	05/18/2012	63.12	87206	52100 ROTELLA ELC 50/50
2596	MAULDIN & JENKIN	00000	525752		100	INV	05/18/2012	5,900.00	87184	52101 CLIENT NO. 0771087
130065	MEYER RADIATOR S	00000	100945		100	INV	05/18/2012	285.00	87209	52102 CLEAN & REPAIR RAD
1535	NAPA	00001	187037		100	INV	05/18/2012	24.77	87179	52103 INNER TIE ROD END
1535	NAPA	00001	187283		100	INV	05/18/2012	36.99	87210	52103 W W PUMP
1535	NAPA	00001	187383		100	INV	05/18/2012	7.99	87211	52103 FUEL FILTER
1535	NAPA	00001	187041		100	INV	05/18/2012	36.99	87212	52103 WINDSHIELD WASHER
1535	NAPA	00001	187200		100	CRM	05/18/2012	-36.99	87213	52103 W W PUMP
1535	NAPA	00001	187191		100	INV	05/18/2012	52.74	87214	52103 OIL
1535	NAPA	00001	187384		100	INV	05/18/2012	99.90	87215	52103 DIESEL EXST FLD
1535	NAPA	00001	187124		100	INV	05/18/2012	10.69	87216	52103 FUEL FILTER
1535	NAPA	00001	187398		100	INV	05/18/2012	34.90	87217	52103 EP GREASE CART
1535	NAPA	00001	186686		100	INV	05/18/2012	221.68	87228	52103 SENA TRAC-PASS
1535	NAPA	00001	186919		100	INV	05/18/2012	5.05	87229	52103 LMP BULB
1535	NAPA	00001	186683		100	INV	05/18/2012	19.98	87230	52103 RAVEN BLK NITRI/NE
1535	NAPA	00001	186904		100	INV	05/18/2012	36.78	87232	52103 UPPER ISOLATOR



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City of Arcadia, FL - ** LIVE **
PREPAID INVOICE LIST

PG 3
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WARRANT: 20120505 05/18/2012

VENDOR	VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	VOUCHER	CHECK	COMMENT
1535	NAPA	00001	186933		100	INV	05/18/2012	6.39	87233	52103 AIR FILTER
2128	BODYSEY	00000	163746		100	INV	05/18/2012	497.25	87180	52104 HYPOCHLORITE SOLUT
2128	BODYSEY	00000	164118		100	INV	05/18/2012	412.50	87239	52104 HYPOCHLORITE SOLUT
2587	PITNEY BOWES GLO	00000	8364259-MY12		100	INV	05/18/2012	60.94	87234	52105 LEASE NO. 8364259
190070	SHORT ENVIRONMEN	00000	12-1314		100	INV	05/18/2012	26.00	87181	52106 4/30/12 SAMPLE REU
190070	SHORT ENVIRONMEN	00000	12-1323		100	INV	05/18/2012	320.00	87188	52106 4/10/12 SAMPLE
1975	SIEMENS WATER	00000	AFT14801		100	INV	05/18/2012	109.00	87241	52107 MECHANICAL SEAL
190090	SMITHS RANCH & G	00000	102043204		100	INV	05/18/2012	2.03	87218	52108 CLAMP HOSE/COUPLE/
1424	SUNCOAST MEDIA	00000	2012-2013 SUBSCRIPTI		100	INV	05/18/2012	32.09	87219	52109 ACCT NO. 3024060
2439	TD EQUIPMENT FIN	00000	MAY 2012		100	INV	05/18/2012	11,772.65	87189	52110 MAY 2012 - LEASE N
200075	TOTAL PEST CONTR	00000	839081		100	INV	05/18/2012	30.00	87182	52111 PEST CONTROL
200075	TOTAL PEST CONTR	00000	839082		100	INV	05/18/2012	30.00	87185	52111 PEST CONTROL
200075	TOTAL PEST CONTR	00000	839083		100	INV	05/18/2012	45.00	87220	52111 PEST CONTROL
230045	WESTERN AUTO ASS	00000	10062830		100	INV	05/18/2012	59.99	87186	52112 UPS
CASH ACCOUNT 81000 10400							303,582.69			TOTAL



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City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

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WARRANT: 20120506 05/18/2012

DUE DATE: 05/18/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87236	780	CITY OF ARCADIA	3/19-4/20/12_OIL	100	INV	05/18/2012	2.35	REIMB. FOR SHOP OIL
87237	2612	HANSON PROFESSIONAL SERVICE	1034534	100	INV	05/18/2012	4,854.25	PROJECT NO. 11A0032
WARRANT TOTAL							4,856.60	

** END OF REPORT - Generated by Amanda Albritton-Horkey **

SPECIAL EVENTS

A special event is defined as any event held in the city that is open and advertised to the public or which could limit the normal use and access to an area by the general public, or which is deemed to have an impact on the city rights-of-way or could affect public safety, and which is less than two weeks in duration. These events could be, but are not limited to:

Festivals	Fairs	Carnivals
Flea Markets	Expo's	Tent Sales
Walk-a-thons	Parades	Road Races
Tournaments	Pony Rides	Petting Zoos
Concerts	Car Shows	Boat Shows
Battles of the Bands	Fireworks Displays	Public Gatherings

All special events require a **SPECIAL EVENT PERMIT**. Event organizers shall obtain a Special Event Permit application from the City Administrator's office, to be returned to that office at least thirty (30) days prior to the anticipated date of the event. Any required documentation or attachments should be included with the application. The completed application must include legible information detailing:

- a. A narrative describing the approximate number of people expected to attend,
- b. Whether signs will be placed in the city rights-of-way,
- c. Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, etc.)
- d. Indicate whether additional electric service will be required, and if so where.
- e. Whether streets will be closed, or barricades erected.
- f. Include details of traffic control, emergency access and parking arrangements.
- g. Describe the provisions made for collection of trash, garbage & recycling.
- h. If applicable, specify the location and indicate whether or not you have the owner's permission to hold the event at that location and provide owner's contact information.

The event sponsor will be responsible for any cost incurred by the City for set-up or clean-up of the event, and any security provided by on-duty law enforcement. The sponsor will have the option of providing its own security, at its own cost, through a private security company or off-duty officers.

All special events are subject to final approval by the City Administrator, Police Department and possibly the City Council.

INSURANCE - The event organizer shall provide proof of liability insurance coverage naming the City as an additional insured on the Comprehensive General Liability Policy. An Indemnification and Hold Harmless Agreement must be signed by an authorized representative of the organizing group and submitted along with the Certificate of Insurance and application packet.

FOOD - ALL food and beverage vendors shall provide copies of their State of Florida Health Department license. All food vendors whose cooking creates grease-laden vapors shall have a mounted certified fire extinguisher.

ALCOHOL - Will alcoholic beverages be sold or consumed on the premises? If yes, organizer or sponsor shall submit a copy of the Florida Alcoholic Beverages Permit 15 days prior to the event. You can download a One/Two/Three day alcohol sales permit from the State at http://www.myfloridalicense.com/dbpr/sto/file_download/file-download-abandt.shtml

USE OF CITY PERSONNEL - If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

By completing and submitting the attached application, I certify that:

- I have read and agree to abide by the terms and conditions set forth above,
- that I will be designated as the (sole) contact person for the event,
- that I will be responsible for applying for and attaching all required permits and documentation, and
- that I am responsible for any fees which may be incurred as a result of this event.



Signature of Applicant/Event Sponsor
JEFFERY R. GRIFFITHS

PRINTED Name of Above

05-29-12
Date
863-494-3479
Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 05-27-12
Event Name: Candidate Meet + Greet
Event Location: Tree of Knowledge
Date(s) of Event: 7/13/12 Hours of Event: 4 - 8 pm
Expected Attendance: 50+
Event Sponsor: DeSoto County D.E.C. Non-Profit? YES NO

Description of Event: To allow the public to meet + greet local candidates.

Contact Person: Jeff Griffis Telephone (863) 494-3479
Fax #: Email: Jeffrey.Griffis@yahoo.com
Insurance Carrier: Rupert Smith Insurance
Insurance Agent: Agent's Phone: 494-1613

- Alcoholic Beverages? YES NO
Tents? YES NO
Cooking? YES NO
Outdoor Music? YES NO
Additional Electric? YES NO
Carnival Rides? YES NO
Wildlife? YES NO
Fireworks? YES NO
Signs Displayed? YES NO
Set-up/Clean-up by City? YES NO
City Police required? YES NO
Road Closures? YES NO

If Yes, please specify locations:
Other Pertinent Information:

*****FOR CITY USE ONLY*****

Received by: V. How Date: 5/29/12 Pd. #2509
City Marshal Approved Disapproved
City Administrator Approved Disapproved
City Council Approved Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Jeffery R. Griffis, as Chairman of DeSoto County D.E.C., do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Meet & Greet to be held at Tree of Knowledge

(Printed Name) (Title or Office Held) (Club, organization, group, etc) (Name of Event) (Location) (Date)

By: Jeff R. Griffis (Signature)
Printed Name: Jeffery R. Griffis
Entity Name: DeSoto County D.E.C.
Its: _____
Date: 05-29-12

STATE OF FLORIDA
COUNTY OF DeSoto

Sworn to and subscribed before me this 29th day of May, 2012, by Jeffery Griffis, as _____ of _____ who [] is personally known to me or [] has produced FL Driver as identification.



[Signature]
NOTARY PUBLIC

ITEM # 6

Virginia Haas

From: k keene
Sent: Friday, May 18, 2012 12:31 PM
To: Virginia Haas
Subject: RE: Good Afternoon
Lets add to the next agenda. thanks!

From: Virginia Haas
Sent: Friday, May 18, 2012 8:28 AM
To: k keene
Subject: FW: Good Afternoon

Mayor,
Please let me know if you would like this on the next agenda for discussion,
Thanks,

Virginia S. Haas, CMC
City Recorder
City of Arcadia
23 N. Polk Ave.
Arcadia, FL 34266
Ph: 863-494-4114
Fx: 863-494-4712

From: Ted Land [mailto:tedland46@gmail.com]
Sent: Thursday, May 17, 2012 11:51 PM
To: Virginia Haas
Subject: RE: Good Afternoon



Virginia, let me know where and when! Thanks...Ted Land

From: Virginia Haas [mailto:vhaas@arcadia-fl.gov]
Sent: Monday, May 14, 2012 3:20 PM
To: Tedland46@gmail.com
Subject: Good Afternoon

Dear Reverend Land,
I heard you may be out of town but wanted to drop you a line to let you know that your name was mentioned at the last Council Meeting for possibly facilitating part two of our visioning workshop. Let me know when you get back in town and how you feel about helping us again. Thanks and hope all is going well.

Sincerely,

Virginia S. Haas, CMC
City Recorder
City of Arcadia
23 N. Polk Ave.
Arcadia, FL 34266
Ph: 863-494-4114
Fx: 863-494-4712

Virginia Haas

From: Joseph Fink
Sent: Thursday, May 17, 2012 12:54 PM
To: Lawrence Miller
Cc: Virginia Haas; tj@heartlandlaw.com
Subject: City Administrator's Contract

Dr. Miller --

Please place on the next agenda renewal of your contract as City Administrator of the City of Arcadia; duration of contract, 18 months from renewal date.

Many thanks,

Joseph E Fink, Councilman
City of Arcadia Florida
863.494.4114 City Hall
863.244.2740 Cell
863.494.4887 Home



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, Assistant City Administrator 

DATE: May 30, 2012

SUBJECT: Discussion of Event Permits

The City of Arcadia Code of Ordinances requires temporary vendors, mobile food and beverage vendors and events to obtain a permit from the City (Chs. 34, Article II, Divisions 3 & 4 and Ch. 74, Article 2, Division 2).

Currently, charitable organizations are exempt from permitting under Chs. 34, Article II, Divisions 3 & 4 (temporary and mobile food and beverage vendors) if the following occurs -- "This division shall not apply to recognized local charitable organizations, provided annual application for a courtesy permit is made through the city recorder and approved by the city council."

Ch. 74, Article 2, Division 2 (event permits) does not provide for an exemption for charitable organizations. The current fee for an event permit is \$25 with a \$200 deposit. Staff does not have the authority to waive fees and/or deposits and is looking for direction regarding the two attached event permits.

If Council wishes to not exempt charitable organizations from paying the event permit fee and/or deposit any further applications for event permits will be processed as any other event permit would and appear on the consent agenda.

If Council wishes to exempt charitable organizations from the fee and/or deposit then, until the code of ordinances are amended, Council will need to waive each application fee and/or deposit for every event permit a charitable organization submits.

Either way, the event permits come to Council, staff just needs to know to list the charitable organization applications for potential waiving of fees under discussion items or to collect the fees and send them through on the consent agenda like any other event permit.

S.O.C.K.

Save Our Community's Kids

Save Our Community's Kids is a program that attacks the community at the grass roots of the problem! We are targeting at risk adolescence all over the county. We are planning a fun day for all the kids of the community. The prospective date is June 7, 2012 (last day of school). We are trying to raise \$5000 to finance the project but we have little time to make this happen. We are asking for donations from all walks of life until we meet our goal. We are also asking for local leaders and defining people in our area to come and set up booths to advertise and give guidance to parents to help them help their kids. Through substance and aggressive tactics we can bring our great community back to the respectable place it used to be. These events are triggered by Coaches for the Community.

Please call (863) 263-0241 or (863) 473-1868 to make a donation or need further information.

Thank you in advance.

Sincerely yours,

Coaches for the Community

Darby Ellis & Richard Koonce

6/7/12
Smith Brown Gym

SPECIAL EVENTS

A special event is defined as any event held in the city that is open and advertised to the public or which could limit the normal use and access to an area by the general public, or which is deemed to have an impact on the city rights-of-way or could affect public safety, and which is less than two weeks in duration. These events could be, but are not limited to:

Festivals	Fairs	Carnivals
Flea Markets	Expo's	Tent Sales
Walk-a-thons	Parades	Road Races
Tournaments	Pony Rides	Petting Zoos
Concerts	Car Shows	Boat Shows
Battles of the Bands	Fireworks Displays	Public Gatherings

All special events require a **SPECIAL EVENT PERMIT**. Event organizers shall obtain a Special Event Permit application from the City Administrator's office, to be returned to that office at least thirty (30) days prior to the anticipated date of the event. Any required documentation or attachments should be included with the application. The completed application must include legible information detailing:

- a. A narrative describing the approximate number of people expected to attend,
- b. Whether signs will be placed in the city rights-of-way,
- c. Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, etc.)
- d. Indicate whether additional electric service will be required, and if so where.
- e. Whether streets will be closed, or barricades erected.
- f. Include details of traffic control, emergency access and parking arrangements.
- g. Describe the provisions made for collection of trash, garbage & recycling.
- h. If applicable, specify the location and indicate whether or not you have the owner's permission to hold the event at that location and provide owner's contact information.

The event sponsor will be responsible for any cost incurred by the City for set-up or clean-up of the event, and any security provided by on-duty law enforcement. The sponsor will have the option of providing its own security, at its own cost, through a private security company or off-duty officers.

All special events are subject to final approval by the City Administrator, Police Department and possibly the City Council.

INSURANCE - The event organizer shall provide proof of liability insurance coverage naming the City as an additional insured on the Comprehensive General Liability Policy. An Indemnification and Hold Harmless Agreement must be signed by an authorized representative of the organizing group and submitted along with the Certificate of Insurance and application packet.

FOOD - ALL food and beverage vendors shall provide copies of their State of Florida Health Department license. All food vendors whose cooking creates grease-laden vapors shall have a mounted certified fire extinguisher.

ALCOHOL - Will alcoholic beverages be sold or consumed on the premises? If yes, organizer or sponsor shall submit a copy of the Florida Alcoholic Beverages Permit 15 days prior to the event. You can download a One/Two/Three day alcohol sales permit from the State at http://www.myfloridalicense.com/dbpr/sto/file_download/file-download-abandt.shtml

USE OF CITY PERSONNEL - If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

By completing and submitting the attached application, I certify that:

- **I have read and agree to abide by the terms and conditions set forth above,**
- **that I will be designated as the (sole) contact person for the event,**
- **that I will be responsible for applying for and attaching all required permits and documentation, and**
- **that I am responsible for any fees which may be incurred as a result of this event .**

Signature of Applicant/Event Sponsor

Date

PRINTED Name of Above

Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 5/21/12
Event Name SOCK FUN DAY
Event Location Smith Brown Gym
Date(s) of Event 6/7/12 Hours of Event
Expected Attendance 50+
Event Sponsor Non-Profit? YES X NO
Description of Event FUN DAY FOR AT RISK YOUTH
Smith Brown Gym

Contact Person DARBY ELLIS DR RICHARD KOONCE Telephone 863 263-0241
Fax # Email 863-473-1868

Insurance Carrier
Insurance Agent Agent's Phone

- Alcoholic Beverages? YES NO X
Tents? YES NO X
Cooking? YES NO
Outdoor Music? YES NO X
Additional Electric? YES NO X
Carnival Rides? YES NO X
Wildlife? YES NO X
Fireworks? YES NO X
Signs Displayed? YES NO
Set-up/Clean-up by City? YES NO
City Police required? YES NO
Road Closures? YES NO X

If Yes, please specify locations:
Other Pertinent Information:

*****FOR CITY USE ONLY*****

Received by: V. Yan Date: 5/21/12
City Marshal Approved Disapproved
City Administrator Approved Disapproved
City Council Approved Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, _____, as _____ of
(Printed Name) (Title or Office Held)
_____, do hereby agree to hold the City of Arcadia,
(Club, organization, group, etc)
its agents and employees, harmless and indemnify same from any civil actions or claims of any
nature made in connection with the event known as the _____ to
(Name of Event)
be held at _____ on _____.
(Location) (Date)

By: _____
(Signature)

Printed Name: _____

Entity Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2010, by
_____, as _____ of _____,
who [] is personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC

(SEAL)

CERTIFICATE OF COVERAGE

ISSUED ON: 2/23/2012

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK FL4 0145014 10-08

COVERAGE PERIOD: 7/1/2011 TO 7/1/2012 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
City of Arcadia
P. O. Box 351
Arcadia, FL 34265-0351

Designated Member
The School District of DeSoto County, Florida
530 La Solana Avenue
Arcadia, FL 34266

LIABILITY COVERAGE

Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury

Limit \$1,000,000 / \$2,000,000 \$0 Deductible

Educators Legal Liability & EPLI

Limit \$1,000,000 \$2,500 Deductible

Employee Benefits Liability

Limit \$1,000,000 / \$2,000,000 \$0 Deductible

Law Enforcement Liability

Limit

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER: WC FL4 0145014 10-08

Self Insured Workers' Compensation

Statutory Workers' Compensation
N/A

Employers Liability
\$1,000,000 Each Accident
\$1,000,000 By Disease
\$1,000,000 Aggregate Disease

PROPERTY COVERAGE

Buildings & Personal Property

Per schedule on file with \$10,000 Deductible
Trust Limit

Note: See coverage agreement for details on wind, flood, and other deductibles.

Rented, Borrowed and Leased Equipment

Limit \$50,000 TIV See Schedule for Deductible

All other Inland Marine

Limit \$7,776,063 TIV See Schedule for Deductible

AUTOMOBILE COVERAGE

Automobile Liability

Limit \$1,000,000 \$0 Deductible

All Owned
Specifically Described Autos

Hired Autos
 Non-Owned Autos

Automobile Physical Damage

Comprehensive See Schedule for Deductible
 Collision See Schedule for Deductible
 Hired Auto with limit of \$35,000

Garage Keepers

Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

NOTE: The most we will pay is further limited by the limitations set forth in Section 788.26(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

Description of Operations/ Locations/ Vehicles/Special Items:

Performance at McSwain Park on March 31, 2012 by the DMS and DHS Band Students

This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P. O. Box 968455
Lake Mary, FL 32795-8455

CANCELLATION
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PREFERRED GOVERNMENTAL INSURANCE TRUST WILL endeavor to MAIL 10 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND ON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES

Producer
DeSoto Insurance Agency, Inc.
P. O. Box 880



Arcadia, FL 342660880

AUTHORIZED REPRESENTATIVE

PUBLIC ENTITY

AUTOMATIC ADDITIONAL COVERED PARTIES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT 300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT 200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT 104**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**
SECTION I - WHO IS A COVERED PARTY

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**
SECTION II - WHO IS A COVERED PARTY

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
 - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

X ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES
SECTION II - WHO IS A COVERED PARTY

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
 - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.

John C. Super
7692 SW Albritton Street
Arcadia, FL 34266
863-494-1627

May 30, 2012

City Council
City of Arcadia
23 North Polk Avenue
Arcadia, FL 34266

Re: Request for Street Closing

To Whom it May Concern,

On behalf of the Monthly Car Show, I am requesting closure of Oak Street between Polk and Monroe between 4:00 PM and 8:00 PM on the following dates:

Friday, July 13, 2012
Friday, August 10, 2012
Friday, September 14, 2012

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "John Super". The signature is written in a cursive style with a large, looped "J" and "S".

John Super

Virginia Haas

From: Joseph Fink
Sent: Tuesday, May 22, 2012 11:59 AM
To: Lawrence Miller
Cc: Virginia Haas; tj@heartlandlaw.com
Subject: CHNEP Policy Board

Attachments: CHNEP Priorities.pdf



CHNEP
Priorities.pdf (1 MB)

Dr. Miller --

Ask that the following be placed for advisement by the council at our next regular meeting --

Council, you asked me to serve as the city's representative to the Charlotte Harbor Nation Estuary Program Policy Board. At the last meeting, we passed the following (first letter to candidates) and tabled the 2nd. Frankly, I'm uncomfortable with the content of both letters and their passage without first discussing the issues with you.

I ask for your guidance in this,

Joseph E Fink, Councilman
City of Arcadia Florida
863.494.4114 City Hall
863.244.2740 Cell
863.494.4887 Home



CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM
 1926 Victoria Avenue, Fort Myers, Florida 33901
 239/338-2556, Fax 239/338-2560, www.chnep.org

<Date>
 <Name>
 <Address>

Subject: Charlotte Harbor National Estuary Program priorities

Dear <Candidate>:

The Charlotte Harbor National Estuary Program (CHNEP) is a partnership program created by Section 320 of the Clean Water Act. The CHNEP partnership includes citizens, elected officials, resource managers and commercial and recreational resource users who are working to improve the water quality and ecological integrity of Charlotte Harbor's estuaries and watersheds. Our watershed includes all or significant parts of Lee, Charlotte, Sarasota, Manatee, Polk, Hardee and DeSoto Counties. Our population totals more than a million people. We use our consensus-driven, science-based process to provide elected officials with a source of review and comment from an organization that represents the considered opinions of diverse interests.

As you begin your important work as a <state representative, state senator>, please consider these principles as you author, submit and vote on legislation.

- Support local government's ability to regulate water and habitat management. Often these measures are adopted as cost-effective solutions to problems. State preemption of local government leads to either higher taxes or lower services. We encourage local urban fertilizer ordinances, wetland regulatory ordinances and septic tank maintenance ordinances.
- Support Eastern Water Law, including the ability to set water reservations for the natural environment. Any efforts to undermine Eastern Water Law, such as establishing water markets, will put the public's use of one of our most valuable resources at risk.
- Support funding for land acquisition and restoration, including the Florida Forever program.
- Support environmental management of state parks, aquatic preserves and other conservation lands. These lands are critical for tourism and Florida's quality of life. We oppose activities that may undermine conservation objectives, including oil and gas drilling on state land.
- Support Florida's ability to adapt to the continuing effects of climate change, including sea level rise, droughts, floods and hurricanes. Such methods may include acknowledgement of long term and lifecycle costs of alternative infrastructure choices in light of changing conditions.
- Ensure nutrients in our waterways are at the right level and other forms of pollution are reduced. We support early, proactive implementation of projects to improve water quality.
- Support appropriate water flows in streams, including water management districts and their ability to set minimum flows and levels.

I will be contacting you in the coming weeks to discussed CHNEP priorities. Thank you for your time and consideration. If you have any questions, or need additional information, please contact me at (239) 338-2556 Ext 235 or lbeever@swfrpc.org. Learn more about us at www.chnep.org.

Sincerely,

Lisa B. Beever, PhD, AICP

Director

Charlotte Harbor National Estuary Program



CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM
 1926 Victoria Avenue, Fort Myers, Florida 33901
 239/338-2556, Fax 239/338-2560, www.chnep.org

<Date>

<Name>

<Address>

Re: Oppose Oil and Gas Drilling on State-owned Land

Dear <Name>:

The Charlotte Harbor National Estuary Program (CHNEP) supports competent stewardship of conservation lands. Oil and gas drilling on state land, held in trust by the Board of Trustees of the Internal Improvement Trust Fund), is contrary to stewardship and is inconsistent with the adopted Comprehensive Conservation and Management plan (CCMP).

The Charlotte Harbor National Estuary Program (CHNEP) is a partnership program created by Section 320 of the Clean Water Act. CHNEP was designated to protect and preserve the Charlotte Harbor estuary, recognized as an estuary of national significance and one of the most productive estuaries in Florida. Our watershed includes all or significant parts of Lee, Charlotte, Sarasota, Manatee, Polk, Hardee and DeSoto Counties. The CHNEP partnership includes citizens, elected officials, resource managers and commercial and recreational resource users who working cooperatively to improve the water quality and ecological integrity of Charlotte Harbor's estuaries and watersheds.

Drilling for oil and gas on public conservation lands is contrary to many of the CHNEP CCMP objectives and actions, including:

WQ-E: Implement projects to restore or protect water quality to offset anthropogenic impacts.

FW-D: Enhance fish and wildlife habitat along shorelines.

FW-F: Restore and protect a balance of native plant and animal communities.

FW-I: Advocate land acquisition and conservation easement programs.

FW-J: Provide information on the economic, social and environmental benefits of protected land.

SG-O: Create incentives to protect desired ecosystem resources.

Oil and gas drilling is an intense industrial use that uses drilling fluid and casts metal cuttings. Drilling on state conservation lands can contaminate habitats that are to be held in public trust. Environmental impacts of oil and gas drilling are not limited to the areas around drilling rigs but have area-wide consequences, including management of the product and transport. In addition, these facilities impact tourism, local property values and businesses previously dependant on these lands.

<Name>
Page 2 of 2
<Date>

Because of the inconsistencies between our CCMP objectives and potential adverse impacts on fish and wildlife and water quality, the CHNEP Management Conference opposes oil and gas drilling on state lands.

Thank you for your time and consideration. If you need additional information, or wish to discuss our concerns in more detail, please contact me at (239) 338-2556 Ext 235 or lbeever@swfrpc.org.

Sincerely,

Lisa B. Beever, PhD, AICP
Director



Florida Power & Light Company

April 12, 2012

City of Arcadia
PO Box 351
Arcadia, FL 34265

RE: Easement for new underground line and transformer to serve the new section of the City of Arcadia Water Plant

Dear:

Enclosed is the easement form required by FPL to provide electric service to the above referenced facility. Please complete the instrument according to the following instructions. DESCRIBE, EXECUTE and RECORD the easement and return a recorded copy to me. This easement needs to be returned to FPL prior to energizing your proposed facility. Failure to do so could delay the timely installation of your electric facilities.

Parcel I. D. #: Enter Parcel I. D. # in the upper left portion of the easement form.

Describe Easement:

Use the blank area in the middle of the form to describe the easement. If additional space is required, an Exhibit "A" attached as a 2nd sheet to the Instrument may be used. Metes & bounds may be used but a center line description is most common. A pictorial view of the easement may also be attached as an Exhibit "A". Easements are usually 10ft in width, 5ft on either side of FPL facilities to be installed.

Signing and Witnessing:

- A. **For Individuals:** All persons shown on the deed must sign the easement. Enter date in space provided. Sign on the indicated lines on the right side in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The notary public may be one of the witnesses and if so must sign at the left in the space provided.
- B. **For Corporations:** Enter date in space provided. The President, or Vice-President and the Secretary or an Assistant Secretary sign on lines indicated on the right, filling in their title below, in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The corporate seal must be affixed adjacent to the officer's signatures.

Acknowledgements:

The notary public should legibly fill in all blanks, including state and county of execution, names of individuals or officers signing and their titles, state or county where empowered to act, expiration date of commission, fill in date, sign on line provided and affix seal adjacent to the signature of the notary public.

Record the Easement:

If there are any questions with regards to the easement, please call me prior to recording the easement. Have the easement Recorded at the City of Arcadia, only the unaltered FPL standard easement form (form 3722) will be accepted by FPL.

If you have any questions, please call me at 941-423-4807.

Sincerely,

Candice D. Roll
Construction Services

Work Request No. 4516816

Sec.31, Twp 37 S, Rge 25 E

Parcel I.D. 313725001670100010
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 6/11

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Candice D. Roll

Co. Name: FPL

Address: 2246 Murphy Ct

North Port, FL 34289

pg 1 of 1.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for FPL's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

City of Arcadia

(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: _____

(Witness' Signature)

Print Address: _____

Print Name: _____
(Witness)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

Exhibit "C." The City agrees to provide a complete list, verified by the County, prior to the Effective Date.

7.1.2 All minor items generally not recorded on the property records of the City because of value, but used or useful on a daily or reoccurring basis by the City's current Fire Suppression Services, rescue services, EMS and any accessory services related thereto as described herein. This shall not include Fire Stations 1 or 2 or those fixtures affixed thereto that would normally be considered part of the real estate.

Section 7.2 - REAL PROPERTY ASSETS. For construction of a Fire Suppression Services and EMS station, the City hereby agrees to deliver to the County a deed, acceptable to the County, for all the property located on Highway 17, more particularly described in Exhibit "D" attached hereto and made a part hereof, more commonly known as the "old Coca-Cola bottling plant" property. Said deed may contain a reverter clause to the City if said property is not utilized for Fire/Rescue/EMS services within ten (10) years from the date of transfer. Any debt the City may have outstanding on the parcel described in Exhibit "D" shall be transferred to the County in a manner mutually acceptable to the City and the County. The County shall also reimburse the City for actual, verifiable, out-of-pocket costs that the City has expended for demolition and clean up expenses on the property described in Exhibit "D," up to a total of twenty-five thousand dollars (\$25,000). However, said reimbursement shall not include sums for City employees and equipment that may have been used in these activities.

Section 7.3 - USE OF FIRE STATION 1. The City hereby agrees to allow the County the use of Fire Station 1, without additional compensation, until such time as the County determines that Fire Station 1 is no longer needed or ten (10) years from the Effective Date, whichever occurs first, under the following conditions:

7.3.1 For so long as it occupies Fire Station 1, the County agrees to maintain Fire Station 1 in a clean condition, free from debris, normal wear and tear excepted. Maintenance services for the structural portion of the building shall be performed by the City, at its expense, including, but not limited to such items as roof repairs, doors, window, walls, plumbing. The County shall maintain, at its expense, all other portions of the building including daily cleaning, carpet, appliances, all furniture and fixtures (including interior and exterior lights) and other such building items.

7.3.2 Any proposed changes, modifications, or capital improvements to Fire Station 1 by the County shall first be submitted to the City for review and approval. All changes, modifications, or capital improvements shall be at the County's expense and must be permitted and constructed under all requirements of the Florida Building Code.

7.3.3 All utilities including, but not limited to electric, water, sewer, and solid waste removal shall be payable by the County if separately metered and by the City of not separately metered.

7.3.4 The County agrees to vacate Fire Station 1 upon determination by the County that

Desoto County Board of County Commissioners
Public Safety Fund 106
City of Arcadia Contract Analysis
FYE 09/30/11

PBC

This workpaper is used to calculate the true-up of amounts due BCCC from the City of Arcadia as a result of an interlocal agreement between the BCCC and the City that called for the merger of City and County fire and EMS services. The County is to provide the service. See interlocal agreement is at 106 U.2A./jek

CALCULATION PER CITY OF ARCADIA (copied from check from City)

	9/30/2006	9/30/2007	9/30/2008	9/30/2009	9/30/2010	9/30/2011	9/30/2012	9/30/2013	9/30/2014	9/30/2015	9/30/2016
Budget Figure per Agm	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00
Ambulance Runs	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)
Contribution Reduction		(50,000.00)	(100,000.00)	(150,000.00)	(200,000.00)	(250,000.00)	(300,000.00)	(350,000.00)	(400,000.00)	(450,000.00)	(500,000.00)
MSBU Collections		(193,460.00)	(193,460.00)	(193,460.00)	(193,460.00)	(193,460.00)	(221,997.26)				
Less Tax Collector's Fees											
MSTU Reduction per City		(22,889.00)	(28,288.00)	(27,503.00)	(27,503.00)	(27,503.00)					
Fire Dept Hrs Transferred to County for sick & vacation											
Yearly	970,000.00	703,651.00	648,252.00	599,037.00	549,037.00	497,037.00	448,002.74	620,000.00	570,000.00	520,000.00	470,000.00
Monthly		58,637.58	54,021.00	49,919.75	45,753.08	41,419.75	37,333.56				

= 5,625,017-
2,180,000-

RE CALCULATION PER DESOTO COUNTY

Agm Amount	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00	1,055,000.00				
Ambulance Runs	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)	(85,000.00)				
Contribution Reduction	(50,000.00)	(100,000.00)	(150,000.00)	(200,000.00)	(250,000.00)	(250,000.00)	(300,000.00)				
MSBU Collections @ 100% (Per Tax Collector Final Notice)	(188,043.00)	(187,975.00)	(224,860.00)	(230,712.00)	(228,863.15)	246,645.00	(Budget Amount)				
MSTU Reduction per Contract (DeSoto claims none)***	5,641.29	5,639.25	6,745.80	6,921.36	6,865.89	(7,399.35)					

Per interlocal agreement - see 106 U.2A
Updated as per actual
Calculated using standard 2% collection fee & updated as per act

225,704,481.00
0.45141 101,885.26
0.35000 78,996.57

County's MSTU millage for FY 05/06
(22,888.69) County's MSTU millage for FY 06/07 -- reduction in amount due from City - See 106 U.2A.1

MSTU Reduction per Contract (DeSoto claims none)

239,759,943.00
0.45141 108,230.04
0.33270 79,768.13

County's MSTU millage for FY 05/06
(28,461.90) County's MSTU millage for FY 07/08 -- reduction in amount due from City - See 106 U.2A.1

MSTU Reduction per Contract (DeSoto claims none)

231,682,132.00 Tax Yr 2008
0.45141 104,583.63
0.33270 77,080.65

County's MSTU millage for FY 05/06
(27,502.99) County's MSTU millage for FY 08/09 -- reduction in amount due from City - See 106 U.2A.1

MSTU Reduction per Contract (DeSoto claims none)

220,157,817.00 Tax Yr 2009
0.45141 99,381.44

0.00 No difference in MSTU in 09/10 because rate returned to rate used in Orig Signed Agreement

MSTU Reduction per Contract (DeSoto claims none)

197,267,555.00 Tax Yr 2010
0.45141 89,057.58

0.00 No difference in MSTU in 09/10 because rate returned to rate used in Orig Signed Agree

Fire Dept Hrs Transferred to County for sick & vacation

0.00 0.00 0.00 0.00 7,255.42 9,858.83

	714,709.60	659,202.35	574,382.81	546,209.36	505,258.16	440,613.18
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Difference (11,058.60) (10,950.35) 24,654.19 2,827.64 (8,221.16) 7,389.56 4,641.28 to true-up previous years.

✓ Amount confirmed by City Correspondence(See Debra W.)

Jorge Santana

From: Lawrence Miller
Sent: Wednesday, May 30, 2012 2:33 PM
To: Joseph Fink
Cc: Jorge Santana
Subject: RE: Fire Contract

Councilman Fink,

Please be advised of the following answers to your inquiry:

1. There are no specifications, they can build what they want on that site, as to whether we are involved in any structure I am assuming you are talking about having any input in the construction; the agreement does not speak to that issue. I have not been made aware of their plans, just like we were not contacted regarding the new fire station in the County and its impact on personnel at the City Hall location. There is no clear monetary penalty if they do not build the building in question, just that the land would revert back to the City on which the building would be built and a reimbursement of up to \$25,000 regarding out of pocket cost to the City on preparing the lot for the County and any debt the City may have on the property. They are not obligated to return any funds to the City regarding this matter as it pertains to the building of the fire station within the City.

2. Jorge will get back to you with those figures as soon as possible (what is the entire amount the city is required to pay the county over the life of the contract?).

3. The old City hall fire station is being used by the County they do not have the amount of firefighters as before the new fire station was built but it is being used to house County firefighters and volunteers. I did bring this issue to the attention of the City Council when we discussed the volunteers moving to the Tenth Avenue fire station, the initiative was turned down and the County firefighters and volunteers stayed where they are now at the old City Hall fire station. I have been told that they want to build the new fire station in the City because that would satisfy their obligations under the current agreement and that funds have been set aside to accomplish this objective. They are building a new administrative office to satisfy their staff which is part of the expansion they are talking about on Hillsborough Avenue. I was told by the Chief that they did not care for the Tenth Avenue station and that City Hall has its problems also, that they want a new facility and that the funds were there to make it happen.

4. I don't know what might happen if we stopped payment, they probably would sue for breach of contract, yes they would have an obligation to provide fire and emergency services, however they could if they win a legal settlement have the City pay the amount it is obligated to pay under the current contract, with punitive damages and court cost, and then you have to consider what the City would have to pay to defend itself.

I will have Jorge write up anticipated cost for the next four years and what it will cost us the next 4 years and the possible impact upon reserves for the City regarding this issue.

Dr. Miller

PS: Jorge please supply Councilman Fink with the information he has request and I have outlined in this e-mail message.

-----Original Message-----

From: Joseph Fink
Sent: Wednesday, May 30, 2012 10:45 AM

To: Lawrence Miller
Subject: Fire Contract

Dr. Miller --

Several question on the fire contract --

The county has to build a new station at the end of the contract; are there specifications of their obligation or can they build what they want to build; are we involved in any structure, will the building built for expansion? Is a monetary penalty involved if they don't build the station? Does the county return any or all monies collected to the city, or are we just supposed to believe that "good faith" was the intent of the county and they can't do it now?

Considering the amounts involved, over the term of the contract, what is the entire amount the city was required to pay the county?

Why isn't the station at the old city hall or the one at 10th sufficient for the needs of the city? The were used previously and if they built a station what guarantee is there that it would be occupied for it's purpose?

What would occur if we stopped payment right now? County would have to provide service at existing levels, if service levels were diminished couldn't case be made for forced resumption of service by the city thru civil action against the county?

Also, could Jorge write up the anticipated costs for the next 4 years and what it will cost us over the next 4 and what will reserves be at if all remains constant?

Many thanks,

Joseph E Fink, Councilman
City of Arcadia Florida
863.494.4114 City Hall
863.244.2740 Cell
863.494.4887 Home

7. City Marshal

Captain Anderson responded to Mayor Keene that there were no Halloween mischief reports.

8. Attorney – No Report**9. Administrator****a. Antique Association request regarding official sponsorship 4th Sat. event**

Dr. Miller explained that he received a request from Flo Rife, President of the Antiques Association of Arcadia to formally reconfirm and name their organization as the permitted sponsor of the monthly 4th Saturday event. Councilman Fink stated that he had issued each Councilmember the Attorney's legal opinion noting no voting conflict on this issue. He disclosed that he has a business in the area and is a member of the Antiques Association. Attorney Henbest replied that the minutes are sufficient in approving this matter. It was noted that the Association does carry \$2,000,000 in liability insurance, however Attorney Henbest reminded that the City would be liable at least to some extent.

A motion was made by Councilman Fink and seconded by Deputy Mayor Frierson to name the Antiques Association of Arcadia as the organization of record and permitted sponsor of the 4th Saturday Antique Fair. The motion carried 4-0.

b. Update Interlocal Agreement Fire & Emergency Services, Amendment 1

Dr. Miller explained that Amendment 1 to the Interlocal Fire Services Agreement would allow the volunteer firefighters to use the 10th and Cypress facility while keeping 2 firefighters and volunteers at the City Hall facility thereby reducing costs. He continued that the City Attorney reviewed and fine tuned the document and Councilman Fink provided comments regarding section 7.4. Dr. Miller responded to Deputy Mayor Frierson that the City provides utilities and maintenance as needed at both facilities. Mayor Keene indicated his favor in moving forward with Amendment 1.

Mayor Keene introduced and welcomed Ms. Judy Schaefer, County Commissioner.

There was some discussion regarding a possible Museum at City Hall and transfer of the antique fire truck to the City Hall station. Councilman Fink inputted that it would be an honor for the City Hall upstairs to be utilized for its intended use.

c. Peace River Campgrounds Issue resolved

Dr. Miller reported that A.J. Berndt has been working closely with the owner at Peace River Campgrounds and the issue was resolved regarding increased water flow. In addition the dumping of waste was brought to the owner's attention.

Arcadia, Florida, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 34 -
BUSINESSES >> ARTICLE II. - PEDDLERS, SOLICITORS AND VENDORS >> DIVISION 3. -
TEMPORARY VENDORS >>

DIVISION 3. - TEMPORARY VENDORS

Sec. 34-91. - Definitions.

Sec. 34-92. - Permit required.

Sec. 34-93. - Application for permit; issuance.

Sec. 34-94. - Term of permit; limitation on number of permits.

Sec. 34-95. - Location.

Sec. 34-96. - Exemption for charitable organizations.

Sec. 34-97. - Temporary sales of motor vehicles.

Secs. 34-98—34-110. - Reserved.

Sec. 34-91. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Temporary vendor means a local or itinerant person selling new or used goods or wares, furniture, bedding, musical instruments, tools, dishes, pots, pans, handmade items, hats, belts, T-shirts, boots, clothing, sunglasses, jewelry, balloons, watches, radios, flags, stickers, and other like items from a stand, parked van, truck, station wagon, car or trailer, or by walking along a parade route.

(Code 1986, § 21-47)

Cross reference— Definitions generally, § 1-2.

Sec. 34-92. - Permit required.

It shall be unlawful for any person to engage on behalf of himself or others in the business of selling or offering for sale merchandise as listed in section 34-91 without having first obtained a temporary vendor's permit from the city recorder.

(Code 1986, § 21-48)

Sec. 34-93. - Application for permit; issuance.

- (a) Application for a temporary vendor's permit shall be made in the recorder's office on a form which shall contain at least the following information:
- (1) Full name, mailing address, and home phone number of the applicant.
 - (2) Name, address and phone number of the owner or employer if not the applicant.
 - (3) Sex, date of birth, and driver's license number or other government-issued identification.
 - (4) Type, make, year, model and license tag of vehicle.

- (5) Type of business and location applied for.
 - (6) Bill of sale of items bought for resale.
 - (7) Written permission from the owner of the location applied for, including a statement that restroom facilities are available for customers.
 - (8) Written approval of the city marshal for the location applied for.
 - (9) Florida sales tax identification number.
- (b) Each such application shall be accompanied by a fee in the amount of \$35.00 to cover the cost of processing the application and for a police background investigation.
- (c) Upon receipt of the application there shall be a five-day waiting period, after which the city recorder shall issue a temporary vendor's permit.

(Code 1986, § 21-49)

Sec. 34-94. - Term of permit; limitation on number of permits.

A temporary vendor's permit shall not be issued for more than a three-day period and shall not be issued to any one applicant and/or owner or employer for more than four separate times in any 12-month period. A separate application must be filed and the \$35.00 fee paid for each permit.

(Code 1986, § 21-50)

Sec. 34-95. - Location.

No temporary vendor's permit shall be issued for any location for a stand, parked van, truck, station wagon, car, or trailer except in a business or commercially zoned district, and the location must be approved by the city marshal for traffic control purposes. The location shall not be on off-street parking required by the zoning code (chapter 110).

(Code 1986, § 21-51)

Sec. 34-96. - Exemption for charitable organizations.

This division shall not apply to recognized local charitable organizations, provided annual application for a courtesy permit is made through the city recorder and approved by the city council.

(Code 1986, § 21-52)

Sec. 34-97 - Temporary sales of motor vehicles.

- (a) The purpose of this section is to specify regulations applicable to temporary sales of motor vehicles because of their impact on surrounding land uses. Nothing herein shall relieve any person from complying with the requirements or provisions of any other applicable regulations of the city, the county, the state, or any other governmental entity exercising jurisdiction. However, where the provisions of this section conflict with the provisions of any other applicable city regulation, and where the two cannot be read to comply with each other, the provisions of this section shall control.
- (b) Definitions. For the purposes of this section the following terms shall have the meaning indicated:
- Motor vehicle* means any motorized vehicle including automobiles, trucks, motorcycles,

all terrain vehicles, recreational vehicles, and watercraft.

Temporary sale of motor vehicles means any temporary outdoor, parking lot, or tent sale of more than three motor vehicles at a location where motor vehicle sales are not regularly conducted by a resident merchant.

Itinerant merchant means any person, firm, corporation, organization, or other entity who engages in the business of selling, delivering, displaying, or promoting the sale of motor vehicles and who is not a resident merchant. Said persons, firms, corporations, organizations, or other entities shall not be relieved from complying with the provisions herein by reason of temporary association with, as a part of, or in the name of any resident merchant.

Resident merchant means any person, firm, corporation, organization, or other entity who regularly engages in the business of selling, delivering, displaying, or promoting the sale of motor vehicles at a business location in the city and who possesses a valid occupational license for such purpose issued by the city.

The terms *sales* and *selling* shall include lease and lease-purchase transactions.

- (c) **Applicability.** Any resident merchant or itinerant merchant that desires to conduct a temporary sale of motor vehicles shall be required to submit an application for and receive a temporary permit to do so in accordance with this section.
- (d) **Limitations and requirements for temporary sale of motor vehicles.**
 - (1) No applicant may receive a permit for the temporary sale of motor vehicles for longer than five consecutive days, including set up and take down, nor more than two permits in any calendar year.
 - (2) The city will issue no more than eight total permits for temporary sales of motor vehicles in any calendar year.
 - (3) The city will not issue more than one permit for a designated date and time.
 - (4) Hours of operation shall be limited to 8:00 a.m. to 9:00 p.m., Sunday through Thursday, and 8:00 a.m. to 11:00 p.m., Friday and Saturday.
 - (5) No temporary sale of motor vehicles shall be closer than 100 feet from any residentially zoned or used property. This restriction shall be in addition to any applicable zoning and land use regulations.
 - (6) No permanent or temporary lighting may be installed without applying for and receiving an electrical permit and passing any applicable inspections. Temporary lighting used to illuminate the sale after dusk shall be designed and arranged to reflect away from adjacent properties.
 - (7) Temporary structures, including a maximum of two temporary signs advertising the sale, may be permitted on the property where the event will be held subject to permit and inspection requirements of all applicable city, county, and/or state agencies. No temporary structure may be erected more than three days prior to the start of the event, and all temporary structures must be removed within 48 hours after the conclusion of the event. In no case shall a temporary structure be erected or allowed to remain outside of the effective period of the permit in accordance with paragraph (d)(1) above. In addition to complying with any other applicable regulations, any signs may be no larger than 32 square feet in sign area and no higher than ten feet above the ground at its highest point, and all signs shall carry at a minimum the name, business address, and business phone number of the permit holder in characters at least three inches high.

- marked received by the city.
- (3) The application shall be made on a form acceptable to the city administrator (or his or her designee) and approved by the city council and shall include the following:
- a. The name, address and telephone number of the person applying for the permit and the business or corporation he/she represents, if applicable, and the name, address and telephone number of all owner(s) of the property where the event is to be held. For purposes of this section, the person applying for the permit, the business or corporation he/she represents, and all property owner(s) shall be deemed applicants/permit holders;
 - b. The address and legal description of the property where the event is to be held;
 - c. The planned date(s) of the event;
 - d. The planned hours of operation;
 - e. The tax identification number of the applicant, if applicable.
 - f. A plan, drawn to scale, indicating the following:
 1. Vehicular access onto the property.
 2. Location and use of any permanent buildings and uses existing on the property, including but not limited to any impact on required parking for any businesses located on the property where the event is to be held and which will be affected by the temporary sale.
 3. Adequate sanitary facilities.
 4. Location and amount of parking areas designated for the temporary sales event.
 - g. All applicants, including the person applying for the permit, an authorized representative of any business or corporation to whom the permit is to be issued, and all property owners, shall sign the application, certifying that all information provided is true and accurate and that all applicable laws and regulations have been and will be followed (including but not limited to this section).
- (4) The city council hereby imposes a non-refundable application fee of \$500.00. The city council may at any time impose a permit fee and/or adjust the application fee by resolution.
- (5) Within ten days subsequent to filing the application, the city administrator shall review the application, inspect the property, and recommend to the city council either approval or denial of the permit. The city council may grant, deny, or grant subject to suitable conditions, safeguards, and stipulations any application for a temporary sale permit. Approval of the application by the city council shall result in the issuance of the temporary sale permit upon payment of any applicable permit fee. Reasons for rejection shall be in writing to the applicant.
- (6) The temporary sale permit shall be non-transferable.
- (g) Permit termination and/or revocation. Any issued permit shall be automatically revoked and rendered void upon the occurrence of any of the following:
- (1) If the city determines that the permit application contained any false or misleading information, failed to disclose any material information requested by the application, or was not properly executed by all applicants;

- (2) If the permit holder fails to maintain compliance with this section at any time prior to the permit's expiration.

(Ord. No. 943, § 1, 11-18-08)

Secs. 34-98—34-110. - Reserved.

Sec. 34-115. - Revocation of permit.

The city recorder or his designee may revoke any permit issued pursuant to this division for the failure of a vendor to adhere to any standard or requirement of this division upon investigation and recommendation of the city marshal. Prior to revoking a permit, the vendor shall be given written notice of the violation and action necessary to correct the violation. The notice shall be delivered by United States registered mail, return receipt requested, or by hand delivery. The notice shall provide that failure to correct the offending condition within five days shall result in the revocation of the permit.

(Code 1986, § 21-71)

Sec. 34-116. - Appeals.

A vendor may appeal to the city council any decision of the city recorder or his designee pertaining to the denial of a permit applied for, or the revocation of an issued permit pursuant to section 34-115. An appeal must be requested within ten days of the action, determination or notice from which the appeal is being taken. An appeal shall be deemed perfected when the vendor has submitted, in writing, a statement of the administrative action being appealed and the basis for such appeal and has delivered the statement to the city recorder. The city recorder shall schedule the appeal for consideration by the city council at its next regular meeting. At the hearing before the city council, the vendor shall be given a reasonable opportunity to be heard in order to show cause why the action, determination or notice appealed from should be reversed or modified. In all such cases, the burden of proof shall be upon the vendor to show that there was no substantial evidence to support the action, determination or notice. At the conclusion of the hearing, the decision of the city council shall be final, subject to remedies the aggrieved party may have at law or equity.

(Code 1986, § 21-72)

Sec. 34-117. - Exemption for charitable organizations.

This division shall not apply to recognized local charitable organizations, provided annual application for a courtesy permit is made through the city recorder and approved by the city council.

(Code 1986, § 21-73)

FOOTNOTE(S):

⁽²⁹⁾ **Cross reference**— *Streets, sidewalks and other public places, ch. 86.* [\(Back\)](#)

City Marshal
Charles J. Lee



State of Florida
City of Arcadia

ITEM # 15

**ARCADIA POLICE DEPARTMENT
COUNCIL REPORT**

TOTALS FOR THIS REPORT PERIOD: MAY 2012

ARREST ACTIVITIES

FELONY ARREST	22	MISDEMEANOR ARREST	18
JUVENILE ARREST	2	TRAFFIC ARREST	2
WARRANT ARREST	5		

TRAFFIC ACTIVITIES

ACCIDENT REPORTS	39	TRAFFIC CITATIONS	69
PARKING CITATIONS	3	WARNING CITATIONS	54

INVESTIGATIONS

COMPLAINTS	819
CITY ORDINANCE VIOLATIONS	68

Charles J. Lee

CITY MARSHAL

05/29/2012

CITY OF ARCADIA
POLICE DEPARTMENT
725 N. Brevard Ave.

CHARLES J. LEE
MARSHAL

P.O. BOX 1014
ARCADIA, FL. 34265

CITY CODE ACTIVITIES

MONTH OF

MAY

2012

CODE ENFORCEMENT OFFICER CARL MCQUAY

COURTESY NOTICES	44
NOTICE OF VIOLATIONS	0
CODE VIOLATIONS	
ABANDONED VEHICLES	1
COMMERCIAL VEHICLES	2
FENCES	0
HIGH GRASS/OVERGROWN LOTS	17
NUISANCE	0
OCCUPATIONAL LICENSES	2
PARKING VIOLATIONS	6
PERMIT VIOLATIONS	2
TRASH/JUNK/DEBRIS	0
UNSAFE STRUCTURES	1
WATER VIOLATIONS	0
YARD SALES	2
ZONING VIOLATIONS	1
TOTAL CODE VIOLATIONS	34
CODE COMPLAINTS	3
CONTACTS	3
FIELD WORK	35
FOLLOW UP	15
POSTING	0
INVESTIGATIONS	15
MAILING	21
RECORDS	1
CAB INSPECTIONS	2
CAB DRIVER'S PERMITS	3
TITLE COMPANY SEARCHES	7
HEARINGS	0
FINGERPRINTING	3
POSTAGE USED	\$66.35

**SUNSHINE LAW AND
PUBLIC RECORDS LAW**

I. Basics.

A. Florida Sunshine Law.

(Florida Constitution Article 1, Section 24 and Florida Statutes 286.011-012)

Three basic requirements:

1. Meetings of public bodies must be open to the public;
2. Reasonable public notice of those meetings must be given;
3. Minutes must be taken and kept.

B. Florida Public Records Act.

(Florida Constitution Article 1, Section 24 and Florida Statute 119)

Basic requirement: All public records, with certain limited exceptions, are open for personal inspection and copying by any person.

II. Sunshine Law -- Part One.

A. Sunshine Law applies to:

1. City Council;
2. Planning and Zoning board;
3. Code Enforcement board;
4. Any other body created to advise City Council, even though their recommendations are not binding;
5. Advisory committees to a single public officer (i.e. to advise the city administrator, police chief, mayor, etc.);
6. One person, if Council has delegated authority to act to that person;
7. Any two or more City Council persons (including the Mayor) who are discussing City business or any matter that may come before City Council,

whether in person, by telephone, texting or email and whether directly or through a “conduit” or liaison. This also applies to any two or more zoning board or other board members.

B. Sunshine Law does not apply to:

1. Fact finding committees who have no decision making authority;
2. Private entities such as a private local group established to promote the City;
3. Organizations who are receiving public funds for providing services to the City;
4. Meetings of City staff or private citizens with individual Council persons or the Mayor or other staff members so long as that staff member is not being used as a “conduit” to pass along other council persons ideas and opinions on a matter that may come before Council;
5. A Council person sending a one-way communication to another Council person, without any response.

C. Limited Exceptions:

1. Attorney-client sessions (“shade meeting”) regarding pending litigation per F.S. 286.011(8) as follows:
 - a. At a public meeting of Council the City Attorney requests an attorney-client session to get the advice of Council regarding pending litigation. He states the date and time of the meeting and who will be attending, which can only include the Mayor, the other Council persons, the City Administrator (or in his absence, the Assistant City Administrator), the attorney or attorneys and a court reporter.
 - b. The meeting must be confined to litigation or settlement strategy.
 - c. Notice of the attorney-client session must be published.

- d. The session starts as an open meeting, the Mayor announces the commencement of the attorney-client session and the estimated length of the meeting and the names of the persons attending. All others are exited from the Council chambers.
 - e. At the conclusion of the attorney-client session, the meeting will be reopened and any remaining public are allowed back in and the public meeting then continues, if needed, and then adjourned.
 - f. The court reporter records the attorney-client session, transcribes the notes and files the transcription with the City Recorder;
 - g. No final settlement can be approved at an attorney-client session, but must be done in a public meeting.
 - h. An attorney-client session cannot be used where litigation is just threatened.
 - i. The transcript of the shade meeting is made part of the official record and is open for inspection upon conclusion of the litigation, *i.e.* when a judgment is entered, the suit is dismissed with prejudice or is dismissed without prejudice and the statute of limitations has run.
2. Risk management meetings under F.S. 768.28(16)(c) when Council is evaluating a claim against the City for injuries under its risk management program. No specification of personnel who can attend.
 3. Collective bargaining between the City Administrator and Council (including the Mayor) regarding labor negotiations with employees under F.S. 447.605(1). Meetings between the City Administrator and the labor union negotiator are not exempt.

D. Not exceptions to the Sunshine Law, although some seem like they should be:

1. Disciplinary proceedings of employees by Council and the Mayor;
2. Job evaluations by Council and the Mayor;

3. Interviews of job applicants by Council and the Mayor;
4. Purchasing or bid evaluations;
5. Committee meetings; and
6. Negotiations for the purchase or sale of real property.

H:\TJ\Arcadia, City of\Sunshine Law\Part One.docx



MEMO

To: Honorable Mayor and City Council Members

From: Chair Vince Sica, Charter Review Advisory Committee

Date: March 14, 2012

Subject: City Charter Review Recommendations

Per Resolution Number 2011-20 the Charter Advisory Review Committee submits the following recommended amendments to the City Charter. The minutes are also attached for your review.

1. Amend title of City Recorder to City Clerk with list of general duties. (Article II, Section 8 references Ordinance No. 817)
2. Amend City Election dates to even years to coincide with National, State and County Election dates. (Article II, Section 11)
3. City Council term limits – 4 year term with 2 consecutive terms maximum. (Article II, Section 11)
4. Amend Elected Marshal to Appointed Police Chief by City Council and require qualifications include experience as qualified Police Officer. (Article V, Section 28)
5. Add Section to Article IX specifying Code Enforcement powers, duties and policies of the City Council or its appointees.
6. Add new Article or Section to Charter which defines form of government as Council-Manager with rotational ceremonial Mayor.
7. Add new Section to Charter defining the duties of the City Manager and Finance Director.
8. Clarify precinct locations – see Section 46-4 Voting Precincts.

If you have any questions, please do not hesitate to contact me at your earliest convenience.

CHAPTER 4 - TYPES OF POSITIONS

4.10 PROBATIONARY:

All new employees are appointed on a probationary basis and may be separated from service without cause at any time during the probationary period.

4.15 BUDGETED:

Employees who have satisfactorily completed the probation period shall accrue leave benefits from the original employment date.

4.20 TEMPORARY-SEASONAL:

Employees may be hired to meet a temporary need with approval of the City Administrator. City Council approval shall be necessary if funding amendments are required. Temporary/seasonal employees shall be for a maximum of six (6) calendar months. Temporary/seasonal employees shall not accrue paid leave benefits, paid holidays, rights of reemployment or any other protections. They are eligible to compete for vacant, budgeted positions in the City service, and if hired into a budgeted position will accrue benefits from the date of hire into that budgeted position. The Probationary period shall start from the date transferred to the budgeted position.

4.25 EMERGENCY:

Department Heads, with the approval of the City Administrator, may recruit and employ personnel to meet immediate needs involving public safety or welfare, such as disasters. Such appointments are temporary in nature and will be utilized until such time as normal operations are resumed. No benefits of any sort are attached to the positions. The City Council will be informed for the need and the appointments at the earliest opportunity and approve the actions taken. Routine employment procedures shall be waived for emergencies.

4.30 VOLUNTEERS:

Voluntary personnel are directly appointed and serve at the direction of the Department Head. No career protection or benefits are attached to these positions, however; the volunteers are expected to observe the conduct and ethics requirements of these Personnel Policies, and to comply with departmental rules, procedures and policies.

4.35 FEDERAL-FUNDED POSITIONS:

Federal funded positions are not designated as having budgeted status. These positions are subject to the Probationary Period as described above. These employees may compete for budgeted positions in the City service.

4.40 EXCLUSIONS:

Elected officials, members of appointive boards, professional consultants and contractors are not classified as employees of the City of Arcadia. Federal and State

statutes and regulations mandate certain restrictions of conduct, ethics, political activity and financial disclosure.

4.45 EXEMPT EMPLOYEES

Exempt employees are those executive, professional, managerial, or administrative employees within the organization who are exempt from wage and hour law requirements and are not paid overtime or compensatory time for hours worked over forty (40) hours in a seven (7) day period.

4.50 NON-EXEMPT EMPLOYEES

Non-exempt employees are support personnel who are eligible for overtime and compensatory time payment at the rate of one and one-half times the regular hourly rate for actual work required beyond forty (40) hours in a seven (7) day work week.

4.55 OUT-OF-TITLE

It shall be the policy of the City of Arcadia to compensate employees who take on the majority of the responsibilities of a higher level position for an interim or temporary period in a full or part-time capacity.

1. When an employee is required to assume the majority of the responsibilities for a higher classification or pay grade for more than five (5) days, the employee shall receive a 5% pay increase or the comparable pay grade for the job classification they are performing, whichever is higher.
2. The Department Director shall notify Human Resources when an employee has assumed the additional responsibilities for more than five (5) days and the additional compensation shall be determined by the Director of Human Resources/designee.
3. All interim or temporary assignments of this nature shall not last more than six (6) months. Interim or temporary assignments extending beyond the six (6) months must be approved by City Council.
4. The supplemental salary increase will be retroactive to when the employee assumed the additional duties and shall cease when the employee no longer provides the majority of the responsibilities of the higher level position in a full or part-time capacity.
5. When an employee is required to perform work in a lower classification or pay grade for a period of time, he/she shall receive his/her regular rate of pay for all such lower rated work performed.



FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT
REGULAR CATEGORY
(HOUSING REHABILITATION, NEIGHBORHOOD REVITALIZATION
OR COMMERCIAL REVITALIZATION)

PRELIMINARY SCORING COMPARISON – CITY OF ARCADIA

The City is eligible to receive one Regular Category CDBG 2012 application for \$700,000: **Either Neighborhood Revitalization or Housing Rehabilitation or Commercial Revitalization** may be funded at one time. The City may have one of these open at a time. With the current grant closing by August 15, 2012 this opens the door for the City to apply September 30, 2012 for a new grant.

- a. **Neighborhood Revitalization (NR)** - (water, sewer, roads, storm, paving, etc. in low-to-moderate income neighborhoods/LMI). Assuming the maximum points for LMI benefit and using water main repairs, the City can achieve a score of 630-670. This has funded in the past and is worth considering. However, this option requires some expenditure and extra work. The plans and specs for permit must be engineering and submitted with the application September 30, 2012. Also, income surveys of the houses in the area of the work are required. Some coordination is required and working with the citizens. About 80-100 LMI homes are needed to make a grant that is competitive in terms of benefit. 'Readiness' (as it is called) is 100 points. If plans and specs cannot be completed by September 30, 2012, the application needs to be planned for a future cycle while engineering is completed. Also, easements and right away need to be verified for any water main work in such an example. Those can also cause delays since we must certify we have all easements or right away for the work in the application.
- b. **Housing Rehabilitation (HR)** - (housing rehabilitation for code, safety, wind load with priority to veterans, VLI, elderly, disability, green improvements, etc). HR CDBG does not require surveys. HR does not require plans and specs. A new Housing Assistance Plan will be required, but Guardian can provide that. Scores between 690 and 720 depending upon; the number of minority City employees, adopting an updated HAP, etc. This is a strong application based on last year's scores and does not require engineer plans to fund. Might be good to consider while design is under way on a neighborhood project for the next cycle.
- c. **Commercial Revitalization (CR)** - (downtown sidewalks, lighting, parking, and related activities). Without a Community Redevelopment Agency (CRA) and TIF established, a commercial/downtown application will not be competitive. It cost well over 100 points without these in place. A CRA, TIF and downtown architectural standards should be planned for the future if CR grants are to be considered. Census is used, not surveys. Readiness points apply as well.



CITY OF ARCADIA
CDBG REGULAR CATEGORY (HR/NR/CR)

PRELIMINARY MILESTONES:

1. JUNE 5TH - MOTION TO APPROVE PURSUING 2012 CDBG APPLICATION AND GRANT SERVICES
2. JUNE 19TH - PUBLIC HEARING – LET PUBLIC HEAR THE OPTIONS
3. JUNE 2012 - MEET W/ ENGINEERS TO REVIEW NEIGHBORHOOD PROJECTS
4. JUNE/JULY 2012 - SURVEYS DOOR TO DOOR FOR NEIGHBORHOOD OPTION IF FEASIBLE
5. JULY/AUGUST 2012 - ENGINEER TO DEVELOP MAPS, PLANS, SPECS IF FEASIBLE
6. JULY/AUGUST 2012- DRAFT APPLICATION FOR NEIGHBORHOOD AND/OR HOUSING REHAB
OPTIONS
7. JULY 10, 2012 - CITIZENS ADVISORY TASK FORCE MEETING (RECOMMEND BEST OPTION)
8. AUGUST 7TH - 2ND PUBLIC HEARING AND AUTHORIZE THE CITY MANAGER TO SIGN THE
APPLICATION AND ALL REQUIRED FORMS
9. SEPTEMBER 30, 2012 - SUBMIT FINAL CDBG HR OR NR APPLICATION TO STATE WHICH
INCLUDES PLANS AND SPECS AND SURVEYS IF NR

Guardian Community Resource Management, Inc., 930 Marcum Rd, Suite 3 Lakeland, FL 33809

Phone (863) 937-9035 Toll Free (888) GUARD93 Fax (863) 583-0357

www.guardiancrm.com

*City of
Arcadia*



ITEM # 17 - F

P. O. Drawer 351 • Arcadia, Florida 34265

To: Former City of Arcadia Employee, Karl Lewis

From: Lawrence A. Miller, Ph.D., City Administrator

Re: Health Insurance Premium Payment Eligibility

Date: 05/22/12

A handwritten signature in black ink, appearing to read 'Lawrence A. Miller'.

Please be advised that the City of Arcadia as per the attached policy will enforce the eligibility requirements for current and former employees as per the guidelines set forth in the memorandum on this subject by former City Administrator Edward Strube. The guidelines stipulate that eligibility for that program requires that a past or current employee must have been participating in the City's health insurance program as of the effective date. The effective date of that policy was September 11, 2006.

I should also point out that the policy specifies that the City Council retains the right to consider each request for continued or additional benefits on a case by case basis. Therefore, all possible eligible former or current employees will have their request for continued or additional benefits considered by the City Council of the City of Arcadia. The City Administrator's Office will provide all information in its possession to the City Council based upon the request you have put forth for benefits pertaining to this policy. It is the City Council that will determine the request for continued or additional benefits on a case by case basis as stipulated in the enactment of the policy. I will include your request on the agenda of the next City Council meeting, which will take place on June 5, 2012 at 6:00 PM in the City Council Chambers of the Way Building.

The policy specifies that eligibility starts upon 20 years of service. Therefore you must have your 20 years of service by the effective date based upon the policy's requirement that past and current employees must be participating in the City's health insurance program as of the effective date (9/11/2006). It is important to note that 20 years of service must be as a full time budgeted employee, volunteer service is not calculated as part of the service requirements for eligibility regarding this policy. It is also worth noting that to date the City Council has not granted as part of the equation of eligibility time served with the DeSoto County Fire Department.

The policy in question "Health Insurance Premium Payment Continuation" is outlined in the City of Arcadia, Personnel Policy Manual, Chapter 15 – Group Insurance, Section 15.20. It articulates many of the points I am bringing to your attention, please familiarize yourself with its components. I would also request that if you have any additional information that can assist the City in determining your eligibility, that you forward that information to my office as soon as possible.

I would like to thank you in advance for your anticipated cooperation in this matter and please do not hesitate to contact me at your earliest convenience if you have any questions regarding this issue.

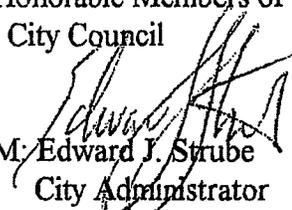
Arcadia . . . A Good Town Year Round

CITY OF ARCADIA
INTER-OFFICE MEMORANDUM

TO: Honorable Members of the
City Council

DATE: August 30, 2006

FILE: CA06M-43

FROM:  Edward J. Strube
City Administrator

SUBJECT: Post Retirement Health Insurance

REFERENCES:

The City currently offers participation to its retired employees in the City's health insurance plan for single, family, spouse, or children's coverage at the retiree's expense.

As part of the City's efforts to enhance its employee benefit package it is proposed that the City implement a health insurance premium payment continuation plan whereby City employees who leave the City's employment in good standing and who have 20 years of service are provided single health insurance coverage by the City as follows:

1. Premium paid at the rate of 50% for an employee less than 62 years of age.
2. Premium paid at the rate of 100% for an employee 62 years of age.
3. Premium paid at the rate of 100% regardless of age after 25 years of service.

Using the above criteria, the City has seven retired employees that carry the City's health insurance. Of the seven, three would not be eligible for the City to pay any of their premiums, two would be eligible for 50 % due to their age and two would be eligible for 100% because they are over 62 years of age.

This year that would mean a premium cost in the amount of \$13,590. We have eleven current employees who have reached twenty years of service. Only one of those is over the age of 62 and would be eligible for 100% at this time.

The cost could vary year to year depending on the employees that retire, their age at retirement, and of course the fact that as the covered employees reach age 65 and become eligible for Medicare, they will probably drop this coverage, unless it can be used as a supplement.

RECOMMENDATION:

It is recommended that the City adopt the attached policy as Section 14.25 to the City's personnel manual.

14.25 HEALTH INSURANCE PREMIUM PAYMENT CONTINUATION.

City employees who leave the City's employment in good standing and who have 20 years of service are provided single health insurance coverage by the City as follows:

1. Premium paid by the City at the rate of:
 - a. 50% for an employee less than 62 years of age.
 - b. 100% for an employee 62 years of age.
 - c. 100% regardless of age after 25 years of service.
2. The City Council retains the right to consider each request for continued or additional benefits on a case by case basis.
3. Eligibility starts upon 20 years of service.
4. A participating widow(er) and/or minor age survivors of eligible sponsors may continue to participate upon the death of the eligible sponsor. Children can no longer participate upon reaching age eighteen.
5. Employees who have retired or left service with the City and do not maintain continuous major medical health insurance coverage providing a minimum of an 80/20 benefit schedule will lose their eligibility to participate.
6. This policy only pertains to past and current employees participating in the City's health insurance program as of the effective date, and those employees who have retired or left service with the City and maintained continuous major medical health insurance coverage providing a minimum of an 80/20 benefit schedule.
7. Employees who have retired or left service with the City and do not meet these requirements shall not be eligible to participate in the health insurance premium payment continuation plan beyond what is required by law.
8. The effective date of this policy is September 11, 2006.

May 1st, 2012

Dr. Lawrence Miller
City Administrator
City of Arcadia Florida
23 North Polk Avenue
Arcadia, FL 34266

Dr. Miller,

I am writing you this letter requesting that you to clarify the City's position on my eligibility for **future Health Insurance benefits** with the City of Arcadia. At the time of the City-County Fire merger current City Firefighters were advised that they were and would be eligible to fall under the City's Health Insurance at retirement if certain time of service requirements were met. This was offered as a result of Desoto County refusing to recognize our time of service with the City for their **retiree Health Insurance plan**. Desoto County time of service post merge was to be credited by the City as well. I feel that I have met those time requirements and therefore I would like to request a formal response in writing from the City of Arcadia. I am currently in my final stages of my career at the De Soto County Fire Department, at this time I have approximately 7 years before retirement.

My time of service to the city is as follows:

City of Arcadia Volunteer Fire Department- January 1st, 1983
City of Arcadia Fire Department- full time- October 2, 1984
Desoto County Fire Rescue- merged- June 1, 2006: **for 21 years 8 months, paid with city.**
Currently at Desoto County Fire Rescue- May 1st, 2012: **for 27 years 7 months with both merged.**

This time frame had no breaks in service. I hope that my 27 plus years of service to the Citizens of Arcadia and Desoto County will be as important to the City as it is to me. I look forward to working with you on this matter.

Sincerely,

Karl J Lewis - Firefighter / EMT
863-990-6794 mobile
863-494 6794 work
863-993 4818 Fire Dept