



AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 NORTH POLK AVENUE, ARCADIA FL
TUESDAY, JUNE 7, 2016
6:00 P.M.

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

PRESENTATION

1. Arcadia Housing Authority (Becky Sue Mercer)

CONSENT AGENDA

2. City Council Minutes for May 17, 2016 (Penny Delaney – City Clerk)
3. Special Event Permit –Team Arcadia Meet and Greet (Terry Stewart – City Administrator)
4. Special Event Permit – St. John’s Baptist Church Community Unity March (Terry Stewart – City Administrator)
5. Special Event Permit – Arcadia Plein Air Paint-Out – DeSoto Arts and Humanities Council, Inc. (Terry Stewart – City Administrator)
6. Special Event Permit – Annual Independence Day Parade – The Veterans Council (Terry Stewart - City Administrator)
7. Special Event Permit – Annual Veterans Day Parade – The Veterans Council (Terry Stewart – City Administrator)
8. Special Event Permit – Special Olympics of DeSoto County Games and Golf Event (Terry Stewart – City Administrator)

ACTION ITEMS

9. Fence ROW Encroachment at 1408 East Cypress – Robert Evans (Terry Stewart – City Administrator)
10. Resolution No. 2016-08 - Request for Special Approval (Jeff Schmucker – Central Florida Regional Planning Council)
11. Ordinance No. 1015 - Proposed Text Amendment to the City’s Unified Land Development Code and Code of Ordinances – First Reading (Jeff Schmucker – Central Florida Regional Planning Council)
12. Contract Between The Florida Department of Corrections and City of Arcadia - Contract W1077 (Steve Underwood – Public Works Director)
13. FDOT Turf Runway Drainage Project - Joint Participation Agreement FPN 439454-1-94-01 Contract No. GOA78 (Terry Stewart – City Administrator)
14. Ordinance No. 1014 amending Sections 11.14.00 and 13.06.00 of the Land Development Code to include the necessary processes and procedures to obtain Certified Local Government status from the Florida Department of State, Division of Historical Resources (T.J. Wohl – City Attorney)
15. Selection of the City Voting Delegate for the Annual Florida League of Cities Conference in August 2016 (Mayor Susan Coker)

COMMENTS FROM DEPARTMENTS

16. City Marshal
17. City Attorney
18. City Administrator

PUBLIC (Please limit presentation to three minutes)

MAYOR AND COUNCIL REPORTS

ADJOURN

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

PLEASE TURN OFF OR SILENCE ALL CELL PHONES

AGENDA No. 1

AGENDA No. 2



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Administration

SUBJECT: Minutes from Regular Meeting on May 17, 2016

RECOMMENDED MOTION: Approval of May 17, 2016 Meeting Minutes as presented.

SUMMARY:

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

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

Department Head: Penny Delaney *PD* Date: 05/25/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *[Signature]* Date: *5-26-16*

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, MAY 17, 2016
6:00 P.M.**

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

INVOCATION, PLEDGE CALL TO ORDER AND ROLL CALL

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

Arcadia City Council

Mayor Susan Coker

Deputy Mayor Frierson

Councilmember S. Delshay Turner

Councilmember Judy Wertz-Strickland

Councilmember Joseph E. Fink

Arcadia City Staff

City Administrator Terry Stewart

City Clerk Penny Delaney

City Attorney T.J. Wohl

Finance Director Beth Carsten

Marshal Matt Anderson

Jennifer Codo-Salisbury, CFRPC

PRESENTATION

Agenda Item 1 – Recognition of Donny Stiner as the Recipient of the Ridge League of Cities Scholarship

Prior to the presentation, Mr. Stiner advised that he was currently enrolled at the University of South Florida in Tampa and his main life ambition was to get into some sort of space oriented organization. Councilmember Wertz-Strickland then presented Donny Stiner with a certificate acknowledging his receipt of the Ridge League of Cities Scholarship.

CONSENT AGENDA

Agenda Item 2 – City Council Minutes for Meeting on May 3, 2016

Agenda Item 3 – City of Arcadia Municipal Airport March Report

Agenda Item 4 - Special Event Permit – Flying Club Seminar – Friends of Arcadia Airport

Councilmember Fink made a motion to approve the Consent Agenda Items 2, 3 and 4 as presented and Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

ACTION ITEMS

Agenda Item 5 – Fence on City Right-of-Way Located at 1408 E. Cypress Street – Robert Evans

City Administrator Stewart explained that Cyndy's Place, which is an organization that is building a number of homes on N. 15th Avenue, is doing some road and sidewalk improvements that were necessary as part of the development project. He advised that at the last City Council meeting, Councilmember Fink referred to Resolution 2015-03 which outlines some of the road requirements and said resolution was included in the packet for this meeting. Mr. Stewart advised that Mr. Evans' property is located at 15th Avenue and Cypress and the developer's survey indicates that Mr. Evans' fence is significantly within the right-of-way that is necessary to accomplish the sidewalk. He reminded Council that at the last meeting, Mr. Evans had asked to allow him to keep the fence where it is and find another alternative for the sidewalk. City Administrator Stewart advised that Mr. Evans asserts that the fence was installed twenty (20) years ago and he had obtained a permit and survey, but was not able to provide such and the City does not have a record of such. At this time, Mayor Coker advised that Councilmember Turner had signed and turned in a voting conflict paper.

Connie Collins, attorney for the developer, Cyndy's Place, LLC, confirmed that the information Mr. Stewart had provided was correct and that her client had obtained a survey and the issue not only pertains to the location of the fence and the placement of the sidewalk, but it also affects drainage. She advised that under the requirements of the Southwest Florida Water Management District (SWFWMD) for the water drainage off the roadway, and under the City's Code of Ordinances and land development regulations, any new roads have to have a sidewalk on both sides. She stated that if Council should decide that the sidewalk does not need to be placed on that side of the roadway or should stop because of this property owner who has placed a fence within the City's right-of-way by six and one-half feet (6½'). She advised that the fence is exactly in line with the required placement of the agricultural drainage sockets which are to go under the roadway to provide for the drainage that goes from north to south. Mrs. Collins stated that the developer had followed all of the recommendations of the planning department and SWFWMD and they are asking City Council to have the property owner remove and relocate his fence to within his property line.

Councilmember Wertz-Strickland suggested that the City assist the Evans with moving the fence to where it should be so that the project can continue. She advised that if they did not do so and if they were to try to get grant money for the area, they would not be ADA compliant. Attorney Collins stated that if the Council determines that the fence can remain, there will be the drainage issue which will be problematic because her client would not be able to obtain the financing they need because they had SWFWMD approval and the approval for the renters will be contingent upon SWFWMD approval and that approval is based on the parallel sidewalks

alongside the roadway. She re-emphasized that it was not only the drainage issue, but the sidewalk issue which is the City of Arcadia's requirement under its land development regulations and comprehensive plan.

Mr. Evans' son, Gary Evans, advised Council that according to the plan, the sidewalk will be placed two (2) feet from his parents' carport. He expressed concern that people would be walking right on their carport. Mr. Evans stated that he felt the sidewalk should stop right there and while it is the City's right of way, his parents would still have to take care of the right-of-way. Councilmember Wertz-Strickland asked what would happen if this does not get done and City Administrator Stewart replied that if SWFWMD had granted approval and then something is changed within the approval, it could jeopardize approval for the entire project and at the very least it could put the project in limbo for possibly sixty (6) days to six (6) months depending on the complexity of the situation.

Councilmember Fink asked City Attorney Wohl about ramifications of not following the code and City Attorney Wohl stated the issue of ADA compliance is an issue in itself, but the potential receipt of federal funds requires ADA compliance. He stated that from a legal standpoint, there was not much ground that the landowner has because he is encroaching on the City's right-of-way, that there was no adverse possession or easement claimed and while he had seen discrepancies with surveys, he would have a hard time believing the survey is off by six and a half feet (6½'). He stated he did not really see any ramifications other than the City spending money if an agreement cannot be reached with the landowner. He advised Council against not doing anything in this instance. City Administrator Stewart advised Council had a similar situation with the Bridle Path Project and in that instance, the property owners were required to remove whatever was encroaching or the City removed it with no obligation to replace it.

After much further discussion, City Administrator Stewart suggested possibly getting a separate survey to validate the right-of-way at the expense of the property owner. Councilmember Wertz-Strickland made a motion to give the Evans seven (7) working days to get a survey and produce it to the City so Mr. Stewart will have it so they can compare to see what they have here and in the event they cannot produce the survey in seven (7) days, that they call a special meeting and go on with the decision and Deputy Mayor Frierson seconded the motion. Councilmember Fink questioned the special meeting and City Attorney Wohl suggested structuring the motion to not require a special meeting. Councilmember Wertz-Strickland made a motion for staff to review the survey and if the survey reveals the identical location to the Cyndy's Place survey, the decision of Council would be the fence be moved to that location and Deputy Mayor Frierson seconded the motion. City Administrator Stewart stated that if the second survey shows the fence is where it should be, then Council will have a broader problem because there will be an issue with Cyndy's Place. City Attorney Wohl stated that would create a bigger issue for Cyndy's Place and an emergency for completing the construction would create a bigger issue. Councilmember Wertz-Strickland withdrew her motion and Deputy Mayor Frierson withdrew her second. Councilmember Wertz-Strickland then made a motion to give the Evans until May 27, 2016, to produce a survey and in the event the survey does not show that the fence is on their property, then the City will proceed with them having to take the fence down and move it so the City can proceed with the construction project and Councilmember Fink

seconded the motion. Councilmember Fink asked Attorney Collins if such was agreeable with her. She stated that while they did not like it, if it was the will of the Council to give the property owner until next week, she felt it was a reasonable period of time, provided if their survey indicates a similar encroachment, they needed an immediate remedy. City Attorney Wohl stated that the City could take immediate action, but whether relief is immediate, there were due processes involved and this technically would not satisfy that. No discussion followed and it was unanimously, 4/0, approved, with Councilmember Turner abstaining from voting on the agenda item.

Agenda Item 6 – Improper Zoning at 1001 E. Oak Street

Jennifer Codo-Salisbury of the Central Florida Regional Planning Council advised that the property located at 1001 E. Oak Street currently has a major automotive repair business operating on the site. She stated that the future land use and zoning is P-3 and back in 2012, a business tax license was issued on the property for major automotive repair. She explained that back in 2012, the City was operating under the former land development code which allowed for major automobile repair through special approval. She advised that upon review of the City's records, there was no special approval on file for this property specifically. Ms. Codo-Salisbury stated that to remedy the situation, they would like to rezone the property to a planned unit development – commercial (PUD-C) which would allow them to recognize the major automotive use, but also place conditions on it to mitigate for any off-site impact. She explained it would also allow that if the use discontinued for a certain amount of time for the property to go back to P-3 zoning. Councilmember Fink asked Ms. Codo-Salisbury if the cost would be borne by the person involved. Ms. Codo-Salisbury stated that the reason it was being brought before Council was to determine if Council wanted it to be applicant-initiated or City-initiated. Councilmember Fink made a motion for it to be City initiated and Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 7 – 4th Saturday Antique Show – 2 Separate Applicants

City Administrator Stewart advised there were two (2) different applications for the 4th Saturday Antique Fair. He stated one (1) application was from Tater Hill and there was also an application from the Antique Association from Mrs. Flo Rife and Council would need to decide if they were going to issue a permit at all, and if so, to which one. Mr. Robert DeFino, a County resident and shop owner on Oak Street, advised Council that he and another person have Tater Hill Antiques and they run a Fifth Saturday Show. He stated a turn-around was needed and things needed to be better for the shop owners. When asked, Mr. DeFino explained his plans for advertising and his plans to improve the Fourth Saturday Show. City Administrator Stewart stated that should Council grant Tater Hill's permit, it would begin at the expiration of the current applicant. When asked why he would not choose another Saturday, Mr. DeFino advised that it conflicted with other shows. Mayor Coker informed Council that Councilmember Fink had signed a Memorandum of Voting Conflict regarding this matter. Deputy Mayor Frierson made a motion to leave it to the Antique Association for the 4th Saturday and Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 4/0, approved.

Agenda Item 8 – Amendment 7 to Loan Agreement DW140100

Finance Director Carsten advised this item was Amendment 7 for the Water Treatment Plant State Revolving Fund Loan and it would amend number six (6) because the initial amortization did not allow for the capital interest. She stated it would change the semi-annual payment from \$152,848.00 to \$156,910.00 which is over the twenty (20) years of the loan. Ms. Carsten advised the total loan amount of the building is \$9,152,704.00 and of that amount \$4,870,000.00 is forgiven through the state revolving fund (SRF) and the amount that we will be paid back is \$4,650,000.00. Councilmember Wertz-Strickland made a motion to adopt Amendment 7 to Loan Agreement DW14100 (actual loan agreement number is DW140100) for the Drinking Water State Revolving Fund and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 9 – Amendment to the Tyler Technologies, Inc. Application Service Provider Agreement

Finance Director Carsten advised that Tyler Technologies is the City's software provider for the Munis Financial System that is used in finance and throughout the City. She further advised they are currently in a three (3) year agreement and that agreement ran April 30th and they had been provided an extension. She stated it was going up approximately Eleven Thousand and 00/100 Dollars (\$11,000.00) due to the different modules that had been added for purchasing. Ms. Carsten advised that originally they had five (5) continual users and it had been changed to twenty (20). She informed Council that purchase orders will soon be done through the computer system instead of paper which will allow it to be implemented throughout the City. She stated they did not charge for the change in users and it could have been almost Fifteen Thousand and 00/100 Dollars (\$15,000.00) more annually for that amount. Ms. Carsten asked for the agreement to be approved for a total of One Hundred Seven Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$107,337.00) over a three (3) year period of time and each year would be Thirty-Five Thousand Seven Hundred Seventy-Nine and 00/100 Dollars (\$35,779.00). She also informed Council that the amount was budgeted for in this year's budget for the old contract and if it is approved, it would be put in next year's budget. Councilmember Wertz-Strickland made a motion to allow staff to execute Amendment to Application Service Provider Agreement with Tyler Technologies, with the annual amount of Thirty-Five Thousand Seven Hundred Seventy-Nine and 00/100 Dollars (\$35,779.00) and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 10 – Resolution No. 2016-07 – Authorizing Amendment and Restatement of VALIC Profit Sharing Plan Document (GA#61141 Plan #002)

City Administrator Stewart asked Council to allow staff to withdraw this item. He stated there was an item of wording and upon Finance Director Carsten inquiring into it; it raised an issue that the company has things that will have to straighten around as well. He stated in order to fix it, he asked that they allow staff to withdraw it and bring it back to them at a later date. Councilmember Fink made a motion to allow the withdrawal and Councilmember Wertz-Strickland seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 11 – Discussion of Utility and Solid Waste Rates

Councilmember Fink stated that in October of 2012, Council passed two (2) resolutions, numbers fourteen (14) and fifteen (15) which increased sewer, water and garbage rates. He pointed out that it they were not just raised for that particular year, but in perpetuity until Council should decide to undo the action. He stated that over a course of time, the increase for water has been thirty-one percent (31%), sewer has been thirty-one percent (31%) and garbage pick-up to residents has been seventeen percent (17%). Councilmember Fink advised the increase cost of garbage has never been qualified through a study or methodology. He suggested voting on it annually to determine if it is actually needed. He asked that either the resolution be changed to put in an actual vote that they take annually or that they rescind it and have staff come back with suggestions during the budget year.

Councilmember Wertz-Strickland stated that she had raised the issue of garbage collection and City Administrator Stewart commented that he was going over some things to present to Council at a workshop for budget. She further stated that, when they look at it, maybe they could get a study done of the garbage collection, but she was not sure that cutting things is the correct way to do when they already have a study in place on water. Deputy Mayor Frierson pointed out that it was the third water study before any increases were given and there had been no increases probably since the last 90s. She stated she was not against sun-setting it, but at the same time, they were coming up on budget period and at this time, she felt they needed to hear from staff. City Administrator Stewart stated it had been pointed out that there was no professional scientific methodology employed in determining what the solid waste rates would be. He stated he had observed certain things about the operation of the utility end of the system, both in water and wastewater, that indicates the full costs were not factored in and stated the repair and maintenance of the dumpsters was an example. He stated he would continue to review and would be bringing it to Council attention when they get to the budget cycle.

City Administrator Stewart stated that the horizon for that study ends in the 2016-17 fiscal year which tells us that the accuracy in the modeling is good through that time and Council should be considering doing another study at that time. He advised that in the coming year, they should be doing a study for both water and sewer and he recommended that it would be appropriate to do one for solid waste because one had never been done and it would be in the budget for the upcoming year. Councilmember Wertz-Strickland pointed out that they needed to meet the bond covenants.

COMMENTS FROM DEPARTMENTS

Marshal Anderson asked if Council or the general public had any questions or concerns and there were none. He then advised of a fundraiser that had taken place for two (2) families with children suffering from leukemia. He advised that just under Nineteen Thousand and 00/100 Dollars (\$19,000.00) had been raised and they had set a goal of Ten Thousand and 00/100 Dollars (\$10,000.00).

City Attorney Wohl advised he had nothing to report.

Finance Director Carsten presented the financial update and advised that the revenues were at sixty-two point seven percent (62.7%) and the expenditures were at forty-three point three percent (43.3%). She stated the City's end of the audit should be completed on Thursday and they should have a draft of the financial statements at the beginning of June. She further stated that they should be able to file on the 30th.

City Administrator Stewart advised he had visited with the Arcadia Association of Black Pastors/Churches. He stated that he and the Code Enforcement Officer want to reach out to people in the community and let them know of their increased level of code enforcement. Mr. Stewart said he wanted everyone to understand it wasn't focused on a particular neighborhood, but will hold sway throughout the City. He stated they would also be reaching out to the NAACP and other groups to let them know as well. He said it was their effort to be inclusive to all aspects of our community and it was a pleasure to meet with the group.

City Administrator Stewart they had a number of things they are working on and trying to set up meetings with Council regarding the fire assessment work done with the County as one example. He also pointed out that he was coming up on one (1) year of being employed by the City on June 15, 2016 and as a part of negotiating his contract, an annual evaluation was to be provided and he was looking forward to hearing what Council has to say. Councilmember Fink asked if Mrs. Lowe could provide some sort of generic evaluation form to use to do the evaluation. Mr. Stewart replied that he would ask Mrs. Lowe to do that for Council.

PUBLIC

William Bailey, a City resident, referenced an issue he had with Councilmember Fink and the reporting of his semi-trailer being illegally parked to Code Enforcement. After going into detail, he stated that he felt Councilmember Fink was guilty of misconduct and expressed his desire to call for a recall. City Attorney Wohl advised that such an action had to be initiated by the electors of the local government (the citizens) and such is not anything that would involve the actual City Council, City staff or City Counsel. Mr. Bailey asked for the Council Members to please review the information he had provided to them and contact him if they should have any questions.

Jackie Scogin, a City resident, referenced the water rate study being done until 2017 and asked if the rate increases could be sunset at that time and re-evaluated. She stated citizens would just like Council to start discussing it. Councilmember Wertz-Strickland stated increasing or decreasing the income has a big bearing on the City's budget and they need to make sure that when they start decreasing things, it will not place a big burden on the budget to operate the City. She stated staff would be providing information for Council workshops.

Montreal Pearson asked what needed to be done to get the Smith Brown Gym opened. City Administrator Stewart informed Mr. Pearson that the City Council had entered into an agreement with the Smith Brown Community Foundation to raise funds for the gym and he

invited Mr. Pearson to contact his office and he would provide him with Ashley Coone's contact information.

MAYOR AND COUNCIL REPORTS

Councilmember Wertz-Strickland stated she felt the City needed to have a social media policy. After much discussion, Councilmember Wertz-Strickland made a motion to direct staff to develop a social media policy to come back to the Council by the next meeting. She then provided the City Attorney with the County's policy for such. City Attorney Wohl advised that social media policies were fairly new and the goal is to control how such is conducted by the City and how records being posted on social media are being retained to comply with the public record requirement of Florida. He further advised that a policy that was put into place last year may not be up to date because it is an ever changing issue. City Attorney Wohl stated these do not control an individual's right to post on social media, but felt it was time to have a social media policy in place. He then requested leeway on the three (3) week period. Councilmember Wertz-Strickland made a motion that Council ask the City Attorney and City Administrator and City representative to develop a social media policy and Councilmember Fink seconded the motion for discussion. He stated he had never posted anything on the City's site or the Police Department's site and asked if there had been abuse. Councilmember Wertz-Strickland stated she did not know.

Preacher Wills, a County resident, advised that WFLN had inquired as to recording the City Council meetings for the benefit of the radio station and felt that exposure would do a lot of good.

No discussion followed and it was unanimously, 5/0, approved.

Mayor Coker then asked the City Clerk to provide the slide show presentation regarding the grand opening of the splash pad at McSwain Park. She stated that

ADJOURN

Councilmember Wertz-Strickland made a motion to adjourn and Councilmember Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Having no further business at this time, the meeting was adjourned at approximately 8:26 P.M.

ADOPTED THIS ___ DAY OF _____, 2016.

A TEST:

By:

Susan Coker, Mayor

Penny Delaney, City Clerk

AGENDA No. 3



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Code Enforcement

SUBJECT: Team Arcadia Meet and Greet

RECOMMENDED MOTION: **Motion to approve Team Arcadia Meet and Greet**

SUMMARY: Team Arcadia is requesting to hold a meeting for Non Profit organizations on June 16, 2016 in the City Council Chambers from 5:00 p.m. to 7:00 p.m.

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

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

Department Head: Carl A. McQuay *CAW* Date: 06/07/16

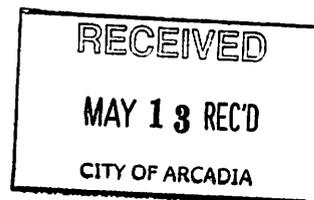
Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Terry Stewart *[Signature]* Date: *5-26-16*

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

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 right-of-ways 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	Expos	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 EVENTS 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 right-of-ways;
- c) Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, ect.);
- d) Indicate whether additional electrical services 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, and recycling; and
- 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 costs 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 <https://www.myfloridalicense.com/intentions2.asp?chBoard=true&SID=&boardid=400&professionid=4002>

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.

Bruce B. Neveau
Signature of Applicant/Event Sponsor

13 May 2016
Date

Bruce Neveau / Pres. Team
PRINTED Name of Above
Arcadia

863 558 6126
Contact Phone #

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED



City of Arcadia

SPECIAL EVENTS PERMIT APPLICATION

Date Submitted: 13 May 2016
Event Name: Team Arcadia Meet and Greet
Date(s) of Event: 16 June 2016 Hours of Event: 5pm to 7pm
Expected Attendance: 50 to 75
Event Sponsor: Team Arcadia Non Profit? X Yes ___ No
Description of Event: Meeting of Non Profit Organizations

Contact Person: Bruce Nereau Telephone 863 5586224
Fax #: Email: hbruden@msn.com
Insurance Carrier: Desoto Insurance
Insurance Agent: Phil Agent's Phone:

- Alcoholic Beverage? YES ___ NO X
Tents? YES ___ NO X
Cooking? YES ___ NO X
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 X
Set-up/Clean-up by City? YES ___ NO X
City Police Required? YES ___ NO X
Road Closures? YES ___ NO X

If yes, please specify locations:

Other pertinent information:

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

Received by: Date: / /
City Marshal [Signature] Approved ___ Disapproved ___
City Administrator ___ Approved ___ Disapproved ___
City Council ___ Approved ___ Disapproved ___

INDEMNIFICATION & HOLD HARMLESS

I, Bruce Neveau, as President of
(Printed Name) (Title or Office Held)

Team Arcadia, 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 Team Arcadia Meet & Greet to
(Name of Event)

be held at Way Building on 16 June 2016.
(Location) (Date)

By: Bruce R. Neveau
(Signature)

Printed Name: Bruce Neveau

Entity Name: Team Arcadia

Its: President

Date: 13 May 2016

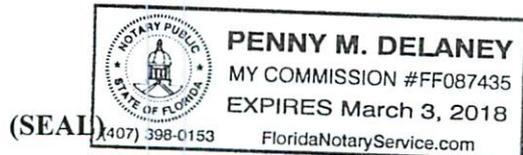
STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 13th day of May, 2016, by

Bruce Neveau, as President of Team Arcadia

who is personally known to me or [] has produced nila as identification.



Penny M. Delaney
NOTARY PUBLIC
Printed Name: Penny M. Delaney
Commission No. FF 087435
Commission Expires: 3-3-18

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 29 1998

MESOTA COUNTY ECONOMIC DEVELOPMENT
COUNCIL INC
C/O JAY MARLLES
201 EAST DAK ST. SUITE 201
ARCADIA, FL 34266

Employer Identification Number:
59-3385767

DLN:
318268158

Contact Person:
D. A. DOWNING

Contact Telephone Number:
(513) 241-5199

Accounting Period Ending:

May 31
Form 990 Required:

yes
Addendum Applies:
yes

6-1 To 5/31

Doc 10/15

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition or exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that

Letter 947 (DO/CG)

AGENDA No. 4



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Code Enforcement

SUBJECT: St. John Baptist Church Community Unity March

RECOMMENDED MOTION: **Motion to approve commemorative walk celebrating St. John Baptist Church 100 years of existence.**

SUMMARY: The St. John Baptist Church will be celebrating its 100 years of existence from June 20 thru June 26, 2016. A commemorative walk will be done by church members on June 25, 2016 starting at 10:00 a.m. to 1:00 p.m. The walk will canvas the S.W. area neighborhood, with invitations to attend church activities. The march will begin at 208 Gordon Street and proceed to South Alabama Ave. to West Harris Road to South Booker T. Washington Street to East Martin Luther King Ave. to Orange Ave. to Harris Road to Watson Ave. and culminating at 208 Gordon St.

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

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

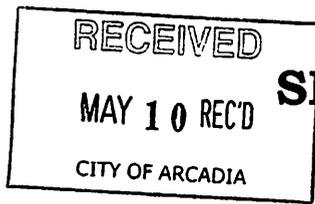
Department Head: Carl A. McQuay *CAW* Date: 06/07/16

Finance Director (As to Budget Requirements) Date:

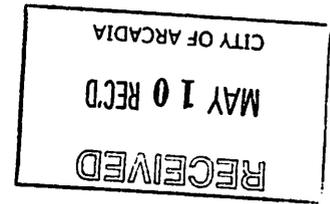
City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *TS* Date: *5-26-16*

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



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 right-of-ways 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	Expos	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 EVENTS 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 right-of-ways;
- c) Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, ect.);
- d) Indicate whether additional electrical services 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, and recycling; and
- 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 costs 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.



City of Arcadia

SPECIAL EVENTS PERMIT APPLICATION

Date Submitted: May 10, 2016
Event Name: St. John Baptist Church Community Unity March

Date(s) of Event: June 25, 2016 Hours of Event: 10:00 - 1:00 pm

Expected Attendance: 150

Event Sponsor: St. John Church Non Profit? Yes No

Description of Event: The Church will be celebrating its 100 year of existence June 20-26, 2016.

The walk is commemorative and church members will canvas the SW area neighborhood with invitations to attend church activities.

Contact Person: Brenda Johnson Telephone: 863-494-0043 h. 239-220-8037 cell

Fax #: _____ Email: _____

Insurance Carrier: Liberty Mutual

Insurance Agent: Fairchild, Addison + McKone Agent's Phone: (813) 681-4893

- Alcoholic Beverage? 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: Closure of Gordon Street to Alabama Ave, for Church picnic After the March

Other pertinent information: _____

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

Received by: _____ Date: / /

City Marshal m Approved _____ Disapproved _____

City Administrator _____ Approved _____ Disapproved _____

City Council _____ Approved _____ Disapproved _____

The March will begin at
208 Gordon Street, proceed to South
Alabama Ave, to W. Harris Road, to S. BTW
to East MLK, to Orange Ave., to
Harris Road, to Watson Ave,
Culminating at 208 Gordon St.

INDEMNIFICATION & HOLD HARMLESS

I, REV. DR. MICHAEL A. RUE, as SR. PASTOR of

(Printed Name)

(Title or Office Held)

St. JOHN M.B.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 St. John Community Unity March to

(Name of Event)

be held at 208 Gordon Street, Arcadia on June 25, 2016.

(Location)

(Date)

By: [Signature]

(Signature)

Printed Name: Michael A. Rue

Entity Name: St. John Baptist Church

Its: Pastor

Date: 5/10/2016

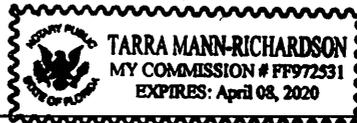
STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 10th day of May, 2016, by

_____, as _____,

who [] is personally known to me or [] has produced _____ as identification.



[Signature]

NOTARY PUBLIC

Printed Name: Tarra Mann-Richardson

Commission No. FF972531

Commission Expires: 4/8/2020

(SEAL)

AGENDA No. 5



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Code Enforcement
SUBJECT: DeSoto Arts and Humanities Council Inc. Annual Arcadia Plein Air Paint-Out

RECOMMENDED MOTION:
Motion to approve the special event permit for the Annual Arcadia Plein Air Paint-Out

SUMMARY: The DeSoto Arts and Humanities Council Inc. will have artists set up their chairs and easels at various places in the downtown area on November 12, 2016. They will be creating paintings of Arcadia landmarks. Paintings will be framed and displayed at McSwain Park and prizes will be awarded. A current insurance policy will be required prior to date of event. Approval of the permit is contingent on submittal of an up to date policy prior to the event.

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

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

Department Head: Carl A. McQuay *CALL* Date: 06/07/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *TS* Date: *5-26-16*

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

To: The City of Arcadia
From: DeSoto Arts and Humanities Council Inc.
Date: May 18, 2016
Re: Fourth Annual Arcadia Plein Air Paint-out

DAHC is planning its Fourth Annual Plein Air Paintout, when artists come to paint scenes in and around downtown Arcadia.

We are planning a few changes in our event this year, based on participant feedback. We also want to make the exhibit of the day's paintings easier for the public to see. Hence, we would like to have the painters bring their paintings to McSwain Park, where they can be set up on easels. The judge will then decide the winners, and awards will be given out that afternoon. The public can stroll among the easels and even buy wet paintings directly from the artists that day. Unsold paintings can then be framed and brought to the Martin Gallery at Martin Realty to be put on exhibit for the following month or so.

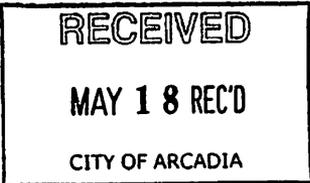
In order to draw more people, we have discussed having some sort of food sales, possibly along with a BBQ cookoff, and maybe some vendors of food, crafts etc. at McSwain Park to run concurrently with the Paint-out. DAHC would not be handling any of that aspect of the event, and we expect DeSoto Productions to manage that aspect. Therefore, our submittal covers only DAHC's part of the event, but we ask the City to keep in mind that DeSoto Productions will probably be submitting its own event application for the same time.

Our plan is to have artists check in 8 a.m.-9 a.m. at the Last Chapter Coffee Shop, have their canvases stamped, and go out and paint whatever scenes they want. They would bring their paintings to McSwain Park around 1 p.m., display them, and the judge would review them. Awards would then be given out around 2 p.m.

Our main interest in filing this so early in advance of the event is to assure we may have the use of McSwain Park on that date. We want to have good visibility for the public to be able to see the paintings.

Please call Susan E. Hoffman at 863-703-0373 or 941-815-4899, or email susan.hoffman@gmail.com if you have any questions or need additional information.





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 .

Susan E Hoffman
Signature of Applicant/Event Sponsor

SUSAN E. HOFFMAN
PRINTED Name of Above

5/18/16
Date

863-703-0373 or
Contact Phone #

941-815-4899



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 5/18/2016

Event Name ARCADIA PLEIN AIR PAINT-OUT

Event Location DOWNTOWN ARCADIA - McSWAIN PARK

Date(s) of Event NOV. 12, 2016 Hours of Event 8 AM - 4 PM

Expected Attendance 30+ painters

Event Sponsor DeSoto Arts + Humanities Council Non-Profit? YES NO

Description of Event Artists paint pictures of scenes in + around Arcadia. Their paintings will be displayed in the park, judged + awards given that day.

Contact Person SUSAN E. HOFFMAN Telephone (903) 703-0373

Fax # _____ Email desotoartsCounciling@gmail.com

Insurance Carrier Auto Owners

Insurance Agent DeSoto Insurance Agent's Phone 863-494-2242

- | | | |
|--------------------------|---|--|
| Alcoholic Beverages? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Tents? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Cooking? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Outdoor Music? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| Additional Electric? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Carnival Rides? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Wildlife? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Fireworks? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Signs Displayed? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Set-up/Clean-up by City? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| City Police required? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Road Closures? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |

If Yes, please specify locations: _____

Other Pertinent Information: _____

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

Received by: _____	Date: ___ / ___ / ___
City Marshal _____	Approved _____ Disapproved _____
City Administrator _____	Approved _____ Disapproved _____
City Council _____	Approved _____ Disapproved _____

INDEMNIFICATION & HOLD HARMLESS

I, SUSAN E. HOFFMAN, as VICE-PRESIDENT of DeSoto Arts & Humanities Council Inc. 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 4th Annual Arcadia to Plain Art Paint-out be held at McSwain Park on Nov. 12, 2016.

By: Susan E Hoffman
(Signature)

Printed Name: _____

Entity Name: _____

Its: _____

Date: _____

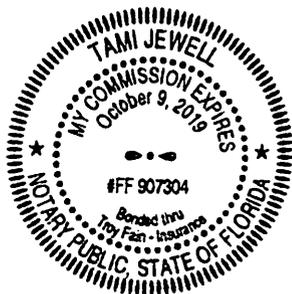
STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 18 day of May, 2016 by Susan E Hoffman, as VICE PRES. of DeSoto Arts & Hum. Council who [] is personally known to me or [] has produced _____ as identification.

Tami Jewell
NOTARY PUBLIC

(SEAL)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DeSoto Insurance Agency 243 N. Brevard Ave. P. O. Box 880 Arcadia, Florida 34265-0880	Phone: (863)494-2242 Fax: (863)494-1991	CONTACT NAME: Marsha McMillan PHONE (A/C, No. Ext): (863)494-2242 E-MAIL ADDRESS: msm@desotoinsurance.com	FAX (A/C, No): (863)494-1991																				
	INSURED DeSoto Arts and Humanities Council PO Box 2451 Arcadia, FL 34265		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Southern-Owners Insurance Company</td> <td>10190</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Southern-Owners Insurance Company	10190	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 1197

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	✓		20945894	9/8/2015	9/8/2016	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 50,000	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
	GENERAL AGGREGATE						\$ 2,000,000	
	PRODUCTS - COMP/OP AGG						\$ 2,000,000	
							\$	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Holder's Nature of Interest : Additional Insured

City of Arcadia
 PO Box 351
 Arcadia, FL 34265

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA No. 6



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Code Enforcement
SUBJECT: Annual Independence Day Parade

RECOMMENDED MOTION:

Motion to approve the special event permit for the Annual independence Day Parade.

SUMMARY: The Veterans Council is requesting to hold the Annual Independence Day Parade scheduled for July 4, 2016 from 9:00 am. to 11:00 am. The parade route will begin at the intersection of Oak Street and Orange Avenue. It will proceed east on Oak Street to Volusia Avenue and end at the intersection of Oak Street and Volusia Avenue.

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

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

Department Head: Carl A. McQuay *cam* Date: 06/7/16

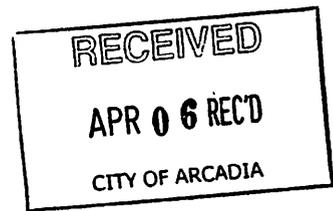
Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *[Signature]* Date: *5-22-16*

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

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 right-of-ways 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	Expos	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 EVENTS 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:

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- b) Whether signs will be placed in the City right-of-ways;
- c) Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, ect.);
- d) Indicate whether additional electrical services 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, and recycling; and
- 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 costs 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.



City of Arcadia

SPECIAL EVENTS PERMIT APPLICATION

Date Submitted: April 5, 2016
 Event Name: Independence Day Parade
 Date(s) of Event: Mon, July 4, 2016 Hours of Event: 9a.m to 11a.m.
 Expected Attendance: 200 people participating
 Event Sponsor: Veterans Council Non Profit? Yes No
 Description of Event: Celebration of Independence Day arranged to Volusia Ave

Contact Person: Jackie Tucker Telephone 863 993-0083
 Fax #: 863-993-9740 Email: t2000@dosoto.net
 Insurance Carrier: _____

Insurance Agent: _____ Agent's Phone: _____

- | | | |
|--------------------------|---|--|
| Alcoholic Beverage? | ___ YES | <input checked="" type="checkbox"/> NO |
| Tents? | ___ YES | <input checked="" type="checkbox"/> NO |
| Cooking? | ___ YES | <input checked="" type="checkbox"/> NO |
| Outdoor Music? | ___ YES | <input checked="" type="checkbox"/> NO |
| Additional Electric? | ___ YES | <input checked="" type="checkbox"/> NO |
| Carnival Rides? | ___ YES | <input checked="" type="checkbox"/> NO |
| Wildlife? | ___ YES | <input checked="" type="checkbox"/> NO |
| Fireworks? | ___ YES | <input checked="" type="checkbox"/> NO |
| Signs Displayed? | ___ YES | <input checked="" type="checkbox"/> NO |
| Set-up/Clean-up by City? | <input checked="" type="checkbox"/> YES | ___ NO |
| City Police Required? | <input checked="" type="checkbox"/> YES | ___ NO |
| Road Closures? | <input checked="" type="checkbox"/> YES | ___ NO |

If yes, please specify locations: _____

Other pertinent information: _____

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

Received by: C. M. [Signature] Date: 7/10/16
 City Marshal [Signature] Approved _____ Disapproved _____
 City Administrator _____ Approved _____ Disapproved _____
 City Council _____ Approved _____ Disapproved _____

INDEMNIFICATION & HOLD HARMLESS

I, Jaqueline W. Tucker, as Chairman of
(Printed Name) (Title or Office Held)

The Independence Parade, do hereby agree to hold the City of Arcadia,
Sponsored by the Moose Lodge
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 Independence Day Parade
(Name of Event)

be held at Arcadia (across Oak St.) on July 4, 2016.
(Location) (Date)

By: Jaqueline W. Tucker
(Signature)

Printed Name: Jaqueline W. Tucker

Entity Name: Moose Lodge

Its: _____

Date: 4/5/2016

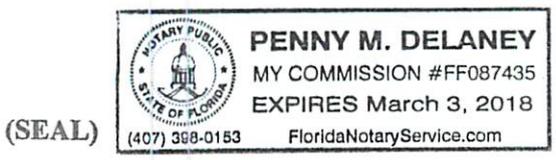
STATE OF FLORIDA

COUNTY OF De Soto

Sworn to and subscribed before me this 5th day of April, 2016, by

Jackie Tucker, as Chairman of Independence Parade

who is personally known to me or [] has produced nil as identification.



Penny M. Delaney
NOTARY PUBLIC
Printed Name: Penny M. Delaney
Commission No. FF087435
Commission Expires: 3-3-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES CENTRAL, INC. CHICAGO IL OFFICE 200 EAST RANDOLPH ST. CHICAGO, IL 60601	CONTACT NAME: ANN PRICE		
	PHONE (A/C No. Ext): 630-859-8615	FAX (A/C No.): 630-859-6624	
E-MAIL ADDRESS: APRICE@MOOSEINTL.ORG			
INSURED 1327 LOYAL ORDER OF MOOSE LODGE NO. 1327 1121 W. OAK STREET ARCADIA, FL 34266-3216	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ENDURANCE AMERICAN SPECIALTY INS.		41718
	INSURER B: FRATERNAL INSURANCE COMPANY		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBRINSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ELD10006802101 GENERAL LIABILITY/LIQUOR SIR APPLIES PER POLICY TERMS & CONDITIONS	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 500,000 SIR/DEDUCTIBLE \$ 1,500,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELD10006799101 EXCESS LIQUOR	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	DIRECTORS & OFFICERS CLAIMS MADE			FIC16DO0010	05/01/2016	05/01/2017	EACH OCCURRENCE \$1,000,000 GENERAL AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER **CANCELLATION**

ARCADIA MOOSE LODGE NO. 1327 1121 W. OAK STREET ARCADIA, FL 34266-3216	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

AGENDA No. 7



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Planning and Zoning
SUBJECT: Annual Veterans Day Parade

RECOMMENDED MOTION:

Motion to approve the special event permit for the Annual Veterans Day Parade

SUMMARY: The Veterans Council is requesting to hold the Annual Veterans Day Parade scheduled for November 11, 2016 at 9:00 am. to 11:00 am. The parade route will begin at the intersection of Oak Street and Orange Avenue. It will proceed east on Oak Street to Volusia Avenue and end at the intersection of Oak Street and Volusia Avenue

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay *CAAM* Date: 06/7/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *[Signature]* Date: *5-26-16*

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

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 right-of-ways 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	Expos	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 EVENTS 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 right-of-ways;
- c) Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, ect.);
- d) Indicate whether additional electrical services 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, and recycling; and
- 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 costs 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 <https://www.myfloridalicense.com/intentions2.asp?chBoard=true&SID=&boardid=400&professionid=4002>

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 #

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED



City of Arcadia

SPECIAL EVENTS PERMIT APPLICATION

Date Submitted: 4/5/16
 Event Name: Veterans Day Parade
 Date(s) of Event: Fri, Nov. 11, 2016 Hours of Event: 9:00 a.m. to 11 a.m.
 Expected Attendance: 1,000
 Event Sponsor: Veterans Council Non Profit? Yes No
+ 5 Star youth of America
 Description of Event: Honoring our Veterans

Contact Person: Jackie Tucker Telephone () _____
 Fax #: 863-993-9740 Email: jt2000@desoto.net
 Insurance Carrier: _____

Insurance Agent: _____ Agent's Phone: _____

- Alcoholic Beverage? 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: _____ Date: / /
 City Marshal Approved Disapproved
 City Administrator Approved Disapproved
 City Council Approved Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Jaqueline W. Tucker, as Chairman of
(Printed Name) (Title or Office Held)

Veterans Day Parade, 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 Veterans Day Parade to
(Name of Event)

be held at Arcadia, FL across Oak St. on November 11, 2016
(Location) (Date)

By: Jaqueline W. Tucker
(Signature)

Printed Name: Jaqueline W. Tucker

Entity Name: _____

Its: _____

Date: 4/5/16

STATE OF FLORIDA

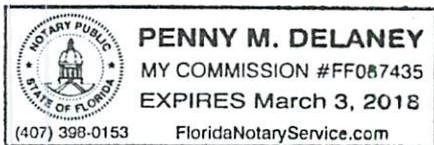
COUNTY OF Alachua

Sworn to and subscribed before me this 5th day of April, 2016, by

Jackie Tucker, as Chairman of Veterans Day Parade

who is personally known to me or [] has produced n/a as identification.

(SEAL)



Penny M. Delaney
NOTARY PUBLIC
Printed Name: Penny M. Delaney
Commission No. FF 087435
Commission Expires: 3-3-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2016

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PRODUCER AON RISK SERVICES CENTRAL, INC. CHICAGO, IL OFFICE 200 EAST RANDOLPH ST. CHICAGO, IL 60601	CONTACT NAME: ANN PRICE PHONE (A/C, No. Ext): 630-859-6815 E-MAIL ADDRESS: APRICE@MOOSEINTL.ORG	FAX (A/C, No.): 630-859-6624	
	INSURER(S) AFFORDING COVERAGE		
INSURED 1327 LOYAL ORDER OF MOOSE LODGE NO. 1327 1121 W. OAK STREET ARCADIA, FL 34266-3216	INSURER A: ENDURANCE AMERICAN SPECIALTY INS.		NAIC # 41718
	INSURER B: FRATERNAL INSURANCE COMPANY		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ELD10008802101 GENERAL LIABILITY/LIQUOR SIR APPLIES PER POLICY TERMS & CONDITIONS	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 500,000 SIR/DEDUCTIBLE \$ 1,500,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 3,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		FIC16DO0010	05/01/2016	05/01/2017	EACH OCCURRENCE \$1,000,000 GENERAL AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER ARCADIA MOOSE LODGE NO. 1327 1121 W. OAK STREET ARCADIA, FL 34266-3216	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENDA No. 8



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Code Enforcement

SUBJECT: Special Olympics of Desoto County Games and Golf Event

RECOMMENDED MOTION: **Motion to approve the special event permit for Special Olympics Golf Event**

SUMMARY: Special Olympic of Desoto County is requesting to use the Arcadia Golf Course putting green and driving range on June 22, 2016 from 10:00 am to 1:00 pm. Special Olympic Athletes will be participating in golf skills. There will be putting, chipping and longest drive skill events.

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

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

Department Head: Carl A. McQuay *CA McQuay* Date: 06/07/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Terry Stewart *T Stewart* Date: *5-26-16*

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

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 <https://www.myfloridalicense.com/intentions2.asp?chBoard=true&SID=&boardid=400&professionid=4002>

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
Larry Daniell, CEO

5/13/14

Date

PRINTED Name of Above

352-243-9534

Contact Phone #

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED



City of Arcadia

SPECIAL EVENTS PERMIT APPLICATION

Date Submitted: ~~22 June 11~~ 13 May 11

Event Name: Special Olympics ^{Florida} DeSoto County County Golf

Date(s) of Event: ~~22 June 11~~ Hours of Event: 10am - 1pm

Expected Attendance: 25

Event Sponsor: So Florida Non Profit? Yes No

Description of Event: Special Olympics Athletes from DeSoto County will compete in golf skills of long and short putty, pitching, chipping, long irons and woods. ~~at~~ Arcadia Golf Course.

Contact Person: _____ Telephone () _____

Fax #: _____ Email: _____

Insurance Carrier: _____

Insurance Agent: _____ Agent's Phone: _____

- Alcoholic Beverage? 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: ~~just signs along what road~~

Other pertinent information: _____

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

Received by: _____ Date: 1/1

City Marshal	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
City Administrator	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
City Council	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, LARRY DANIELL, as COO of
(Printed Name) (Title or Office Held)

SPECIAL OLYMPICS FLORIDA, 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 SPECIAL OLYMPICS FLORIDA
DE SOTO COUNTY COUNTY GOLF CAMPS
(Name of Event)

be held at ARCADIA GOLF COURSE on JUNE 22, 2016.
(Location) (Date)

By: [Signature]
(Signature)

Printed Name: LARRY DANIELL, COO

Entity Name: SPECIAL OLYMPICS FLORIDA

Its: _____

Date: 5/13/16

STATE OF FLORIDA

COUNTY OF LAKE

Sworn to and subscribed before me this 13 day of May, 2016, by

LARRY DANIELL, as COO,

who is personally known to me or [] has produced _____ as identification.



Laura Poe
Notary Public, State of Florida
My Comm. Expires 06/02/18
Commission No. FF 124925

[Signature]
NOTARY PUBLIC
Printed Name: Laura Poe
Commission No. FF 124925
Commission Expires: 6/2/18

(SEAL)

PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Boulevard, Suite 100 Fort Wayne, Indiana 46804	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
INSURED Special Olympics, Inc., All Special Olympics Accredited U.S. Programs 1133 19th Street NW Washington, DC 20036 SPECIAL OLYMPICS FLORIDA 1915 DON WICKHAM DRIVE CLERMONT, FL 34711	INSURERS AFFORDING COVERAGE INS. A: Philadelphia Indemnity Insurance Company INS. B: INS. C: CERT NUMBER: 1001270919

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	PHPK1428435	12/31/2015 12:01 a.m.	12/31/2016 12:01 a.m.	General Aggregate - Per Insured	5,000,000
					Products-Completed Operations Aggregate	1,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded
A	AUTO	PHPK1428435	12/31/2015 12:01 a.m.	12/31/2016 12:01 a.m.	Non-Owned/Hired Auto Liability	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- * The Hired Auto Physical Damage limit contains a \$1,000 collision deductible and a \$100 other than collision deductible (for commercially rented vehicles only). Nonowned and Hired Auto (NOHA) liability is excess of any valid and collectible insurance.
- Coverage for property you rent or occupy, property loaned to you and property in the care, custody, or control of the Insured, \$100,000 limit subject to a \$2,500 deductible per loss, excluding watercraft, aircraft, and autos.

CERTIFICATE HOLDER	CANCELLATION
---------------------------	---------------------

SPECIAL OLYMPICS FLORIDA 1915 DON WICKHAM DRIVE CLERMONT, FL 34711	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

AGENDA No. 9



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Administration
SUBJECT: Fence ROW Encroachment at 1408 East Cypress

RECOMMENDED MOTION: Council Discussion and direction on resolution of fence encroachment on City ROW at 1408 East Cypress.

SUMMARY:

- Cincy's Place is in the process of completing roadway and sidewalk improvements for its housing development on 15 Avenue. Sidewalks are a part of their required improvements. They cannot proceed any further with construction of required sidewalks due the presence of a fence located into the ROW at 1408 East Cypress.
- The property owner at 1408 E. Cypress, Mr. Evans, asserts that the fence has been in place for approximately 20 years and that he obtained all required permits. Further, he asserts that he had a survey done prior to placement of the fence.
- Mr. Evans refuses to voluntarily remove and reposition the fence and appeared at the council meeting of 5/3/16 to plead his case.
- At its 5/17/16 meeting, the council gave Mr. Evans until Friday, May 27th to acquire and submit a survey that demonstrates his fence is not within the city's ROW.
- As of noon 5/27/16, that survey had not been submitted.
- It was learned that Mr. Evans is not the legal owner of the 1408 Cypress property. In August, 2001, the property was conveyed to a Jermaine Evans by Quit Claim Deed.

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

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

Department Head: _____ Date: _____

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

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

City Administrator: Terry Stewart  _____ Date: 5/27/16

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

AGENDA No. 10



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Planning and Zoning

SUBJECT: **Resolution 2016-08**: Request for Special Approval

RECOMMENDED MOTION:

Approval

SUMMARY: A resolution approving the request of Francisco Rivera, in compliance with the City's Unified Land Development Code, to obtain special approval for a used automobile sales dealership and accessory minor automotive repair business on three (3) parcels of land zoned B-2 (Central Business District) located at 22 South Orange Avenue, 20 South Orange Avenue and 18 South Orange Avenue.

FISCAL IMPACT: _____

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance Resolution Budget Other – Staff Report

Department Head:

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Terry Stewart

Date: 5-26-16

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

RESOLUTION 2016-08

A RESOLUTION APPROVING THE REQUEST OF FRANCISCO RIVERA, IN COMPLIANCE WITH THE CITY'S UNIFIED LAND DEVELOPMENT CODE, TO OBTAIN SPECIAL APPROVAL FOR A USED AUTOMOBILE SALES DEALERSHIP AND ACCESSORY MINOR AUTOMOTIVE REPAIR BUSINESS ON THREE (3) PARCELS OF LAND ZONED B-2 (CENTRAL BUSINESS DISTRICT) LOCATED AT 22 SOUTH ORANGE AVENUE, 20 SOUTH ORANGE AVENUE AND 18 SOUTH ORANGE AVENUE.

WHEREAS, Francisco Rivera ('applicant'), owner of real property located at 22 South Orange Avenue, 20 South Orange Avenue and 18 South Orange Avenue, more explicitly described in Exhibit "A" herein ('subject site'), has submitted an application and a site plan for a special approval to permit a used automobile sales dealership and accessory minor automotive repair business for approval by the City Council of the City of Arcadia in accordance with Section 11.07.00 of the City of Arcadia Unified Land Development Code; and

WHEREAS, automotive dealerships are a permitted use by special approval in the B-2 (Central Business) zoning district; and

WHEREAS, minor automotive repair activities are permitted in the B-2 (Central Business) zoning district when such activity is incidental and accessory to the principal retail selling of automobiles; and

WHEREAS, the applicant has submitted a site plan, attached hereto as Exhibit "B" consistent with the requirements of Section 11.07.01 of the City of Arcadia Unified Land Development Code; and

WHEREAS, the subject site also serves two (2) additional business, which include a bicycle repair shop and a TV repair shop, both of which are permitted uses by-right within the B-2 (Central Business) zoning district; and

WHEREAS, acknowledgement of the additional businesses is made to ensure all development design and improvement standards, per the City's Unified Land Development Code, are being met on the subject site; and

WHEREAS, the applicant, as part of meeting all development design and improvement standards, has submitted a shared-use parking agreement, as provided in Exhibit "C" attached hereto, in order to meet the off-street parking requirements for all of the current uses on the subject site; and

WHEREAS, the City of Arcadia Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed the special approval application, held an advertised public hearing, provided for participation by the public in the process, and rendered its recommendation for approval of the special approval for the used automobile sales dealership and accessory minor automotive repair business to the City Council; and

WHEREAS, the City Council has reviewed the special approval application, held an advertised public hearing, and provided for comments and public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, the special approval shall be in conformance with Section 11.07.03.B. of the City of Arcadia Unified Land Development Code, which allows for the conditioning of special approval uses.

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

Section 1. Special Approval. The special approval application for the used automobile sales dealership and accessory minor automotive repair business located at 22 South Orange Avenue, 20 South Orange Avenue and 18 South Orange Avenue, is approved in conformance with the site plan as attached as Exhibit “B,” the shared-use parking agreement as attached in Exhibit “C” and the conditions as outlined in Section 2.

Section 2. Conditions of Special Approval. The following conditions are adopted as a requirement of the approval and continued use of the special approval application for the used automobile sales dealership and accessory minor automotive repair business located at 22 South Orange Avenue, 20 South Orange Avenue and 18 South Orange Avenue.

1. The used automobile sales dealership and accessory minor automotive repair business shall be limited to operating between the hours of 9:00 am and 6:00 pm, daily;
2. The automotive repair use associated with the used automobile sales use shall be considered accessory to the sale of motor vehicles on the site. Repair work shall be limited to minor repairs only, as defined by “Minor Maintenance/Repairs” in *Article 2, Definitions* of the City’s Land Development Code;
3. Minor automotive repair for vehicles related to the used automobile sales may occur only within the enclosed “auto repair” service bay area as shown on the site plan;
4. Repair work shall not be conducted on vehicles that are not intended to be sold as part of the used automobile sales use;
5. Storage of vehicles on the subject site, that are not intended to be sold as part of the used automobile sales use, shall be prohibited;
6. The driveway aisle between the entrance/exit (at the northeast corner of the site) and the proposed on-site parking area shall be a minimum of 20-feet wide. The drive aisle shall remain clear of any vehicles used for display on the site;
7. The existing shed located on the 20 S. Orange Avenue property serving as a storage area for the TV repair shop shall be permitted to remain as part of the special approval. No additional

structures shall be permitted to be built or erected on any of the subject parcels without approval by the City;

8. The applicant is required to coordinate any required improvements for on-site stormwater facilities with the Southwest Florida Water Management District (SWFWMD). The applicant shall provide a site plan reflecting any on-site stormwater facilities required by the SWFWMD for the City's review. Such improvements shall be established within 180-days, or within the timeframe required by the SWFWMD to complete such improvements, whichever is sooner. The 180-days shall commence with the effective date of the resolution adopting the special approval. If on-site stormwater facilities are not required the applicant shall obtain an exemption letter from the SWFWMD stating the exemption of such facilities. If submitting an exemption letter, such letter shall be received by the City no more than ninety (90) days following the effective date of the resolution adopting the special approval;
9. Per Section 6.03.02 of the City's Land Development Code, a total of 10 parking spaces are required to accommodate all of the current uses on the site. The site plan reflects four (4) parking spaces to be established on the site, which includes one (1) handicap parking space. To meet the additional parking requirement, the applicant has submitted a shared-use parking agreement to utilize several parking spaces on property located at 210 W. Magnolia Street. The agreement secures the use of six (6) parking spaces in order to meet the parking requirement for the current uses on the subject site.
10. No landscape buffer is required along the northern property line between the vehicular display area and the neighboring residential use to the north so long as the fence along this property line remains erected. Additionally, because a majority of the site serves display of vehicles for automobile sales, the canopy requirement, internal to the site is not required. Considering the waivers of these requirements the applicant is required to plant shrubs every 5-feet, on center, along the perimeter fence-line along S. Orange Avenue. The shrubs shall be a minimum of one (1) foot tall at time of planting and shall be of an approved species per Section 6.07.09, of the City's Land Development Code. All shrubs planted as part of this condition shall be planted within sixty (60) days of the effective date of the resolution adopting the special approval. The plantings shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris;
11. Because no new development is occurring on the site, the requirement for a right-of-way landscape buffer along SR-70 is waived. In-lieu of providing a full right-of-way landscape buffer, the applicant is required to plant shrubs every 5-feet, on center, along the perimeter fence-line along SR-70. The shrubs shall be a minimum of one (1) foot tall at time of planting and shall be of an approved species per Section 6.07.09, of the City's Land Development Code. All shrubs planted as part of this condition shall be planted within sixty (60) days of the effective date of the resolution adopting the special approval. The plantings shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris.

Section 2. Timing. The special approval, as granted through this Resolution, shall remain valid in accordance with the timing conditions established in Section 11.07.00 of the City of Arcadia Unified Land Development Code.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

INTRODUCED AND PASSED by the City Council of the City of Arcadia, Florida, in regular session, this _____ day of _____, 2016.

CITY OF ARCADIA, FLORIDA

Susan Coker, Mayor

ATTEST:

Penny Delaney, City Clerk

Approved as to form:

Thomas J. Wohl, City Attorney

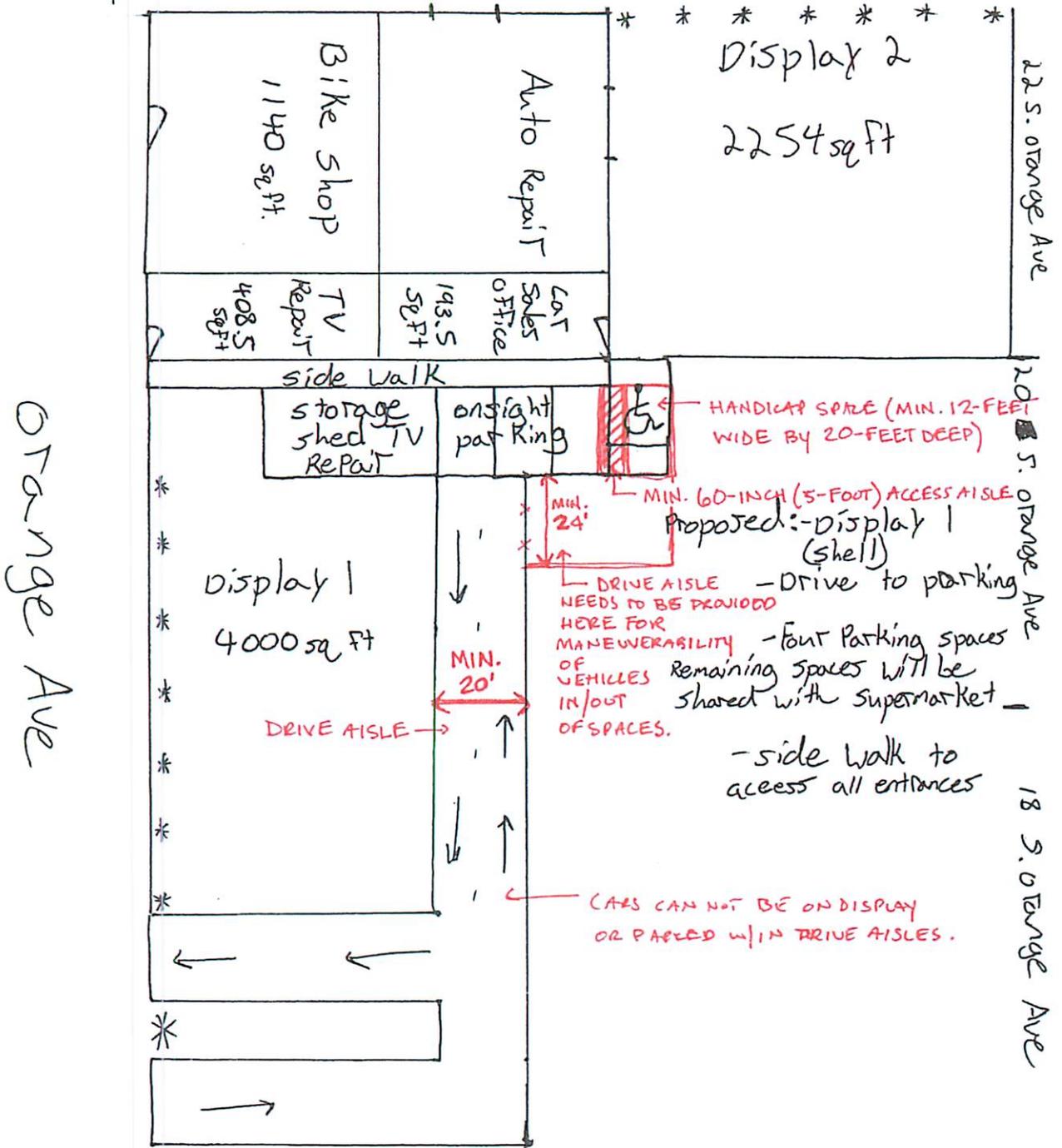
**Resolution 2016-08
Exhibit "A"**

Legal Description:

LOTS 7, 8, 9 AND 10, OF THE WEST 1/2 OF BLOCK 43, R.E. WHIDDEN RE-SUBDIVISION OF BLOCK 43, ORIGINAL SURVEY OF ARCADIA, FLORIDA, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in and for DeSoto County, Florida, in Plat Book 2, Page 76.

Resolution 2016-08
Exhibit "B"

SR-70



**Resolution 2016-08
Exhibit "C"**

Prepared by:
Thomas J. Wohl
Swaine & Harris, P.A.
425 South Commerce Avenue
Sebring, FL 33870-3702

CITY OF ARCADIA
SHARED-USE PARKING AGREEMENT

This Shared-Use Parking Agreement ('Agreement') entered into this ____ day of _____, 2016, by and between **RAUSY CARDENAS RODRIGUEZ**, whose address is P.O. Box 346, Zolfo Springs, FL 33890, the owner of the real property described on Exhibit "A" attached hereto and identified by Parcel Identification number 25-37-24-0012-0430-0120 ('Lessor') and **FRANCISCO RIVERA**, whose address is 1990 S.E. Leacamp Road, Arcadia, FL 34266, the owner of the real property described on Exhibit "B" attached hereto and identified by Parcel Identification numbers 25-37-24-0012-0435-0100, 25-37-24-0012-0435-0090 and 25-37-24-0012-0435-0070 ('Lessee').

RECITALS

To ensure the proper and uniform development of parking areas throughout the City, the City of Arcadia, through Section 6.03.02 of the City's Land Development Code (LDC) establishes minimum number of off-street parking spaces necessary to accommodate the various land uses in the City of Arcadia; and

Off-street parking spaces shall be located on the same development site as the principal building, or no: more than 400 feet distant, as measured along the nearest pedestrian walkway; and

The City Administrator or his or her designee may approve off-site parking facilities as part of the parking required by the City's LDC if:

1. The location of the off-site parking spaces will adequately serve the use for which it is intended. The following factors shall be considered:
 - a. Proximity of the off-site spaces to the use that they will serve.
 - b. Ease of pedestrian access to the off-site parking spaces.
 - c. Whether or not off-site parking spaces are compatible with the use intended to be served (for instance, off-site parking is not typically compatible with high turnover uses such as retail).
2. The location of the off-site parking spaces will not adversely contribute to the following:
 - a. Hazards to pedestrians.
 - b. Hazards to vehicular traffic.
 - c. Traffic congestion.
 - d. Interference with access to other parking spaces in the vicinity.
 - e. Detriment to any adjacent use.

The property owned by the Lessee, for which the parking agreement is established, does not provide the number of off-street parking spaces required under the City's LDC for the use(s) to which the Lessee's property will serve; and

The property owned by the Lessor has off-street parking spaces available that may be used by the Lessee in order to meet the required off-street parking necessary to serve the use(s) on the Lessee's property; and

**Resolution 2016-08
Exhibit "C" –continued-**

Lessee desires to use some of the off-street parking spaces on Lessor's property to satisfy Lessee property off-street parking requirements; and

The City's LDC requires that such shared-use of parking spaces be done by written agreement, whereby the owner submits in writing, an agreement, approved in form by the City Attorney, assuring the continued availability of the off-site parking facilities for the use(s) they are intended to serve.

NOW THEREFORE, in consideration of the premises and the information stated above, the parties agree as follows:

1. SHARED-USE OF OFF STREET PARKING FACILITIES. Per Section 6.03.02, City of Arcadia Land Development Code (Required Off-Street Parking Spaces), Lessor is required 47 off-street parking spaces and has 60 existing off-street parking spaces, which results in an excess of 13 off-street parking spaces.

Lessee is required 10 off-street parking spaces and has 4 existing off-street parking spaces located on-site. Lessor hereby agrees to share with Lessee a maximum of 6 off-street parking spaces associated with Lessor's Property.

Lessee's interest in such parking spaces is non-exclusive. The Lessee's shared-use of parking shall be subject to the following:

2. TERM. This Agreement shall be effective upon execution by both parties and as approved in form by the City Attorney and shall not be amended or terminated without written consent of both parties and the City of Arcadia City Administrator, or his/her designee.
3. COOPERATION. The parties agree to cooperate and work together in good faith to effectuate the purpose of this Agreement.
4. LAWS AND REGULATIONS. Lessee shall comply with all laws, ordinances, rules, orders and regulations of the City of Arcadia.
5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the Lessor and Lessee with respect to shared parking.
6. BINDING EFFECT. This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.
7. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the agreement shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion or correction.

**Resolution 2016-08
Exhibit "C" –continued-**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

Two Witnesses as to Lessor:

LESSOR:

Ana James
(Printed Name)

[Signature]
RAUSY CARDENAS RODRIGUEZ

Silvia Sanchez
(Printed Name)

STATE OF FLORIDA
COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 4th day of May, 2016 by **RAUSY CARDENAS RODRIGUEZ**, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

[Signature]
JANIE CASTILLO
NOTARY PUBLIC
MY COMMISSION # PP 189782
Expires March 22, 2019
Bonded Through Budget Notary Services
STATE OF FLORIDA

Two Witnesses as to Lessee:

LESSEE:

Ana James
(Printed Name)

[Signature]
FRANCISCO RIVERA

Silvia Sanchez
(Printed Name)

STATE OF FLORIDA
COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 4th day of May, 2016 by **FRANCISCO RIVERA**, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

[Signature]
JANIE CASTILLO
NOTARY PUBLIC
MY COMMISSION # PP 189782
Expires March 22, 2019
Bonded Through Budget Notary Services
STATE OF FLORIDA

Resolution 2016-08
Exhibit "C" -continued-

Exhibit "A"

The South 194.00 feet of the E 1/2 of Block No. 43, ORIGINAL SURVEY OF THE TOWN OF ARCADIA according to the Map or Plat there of recorded in Plat Book 6, page 26 of the Public Records of DESOTO COUNTY, FLORIDA.

Description by survey prepared by Kermit E. Rean, Registered Land Surveyor, FLA CERT. No. 1956, dated August 26, 1998.

MORE PARTICULARLY DESCRIBED AS THE FOLLOWING LEGALS AS PER RECORDED DEEDS:

Parcel #2: Begin at the Southeast corner of East 1/2 of Block 43, Original Survey of the Town of Arcadia, and run North parallel to Monroe Avenue, 95 feet to Point of Beginning; thence continuing North 99 feet to South boundary of alley; thence West along South boundary of said alley, 79.8 feet; thence South parallel to Monroe Avenue 99 feet; thence East 79.8 feet to Point of Beginning, being a part of East 1/2 of Block 43, Original Survey of Arcadia, as recorded in Plat Book 2, page 76 and Plat Book 6, page 26, of the public records of DeSoto County, Florida.

Parcel #3: Begin at the Southeast corner of East 1/2 of Block 43, Original Survey of the Town of Arcadia, and run North 194 feet to alley, thence West along South boundary of said alley 79.8 feet to Point of Beginning; thence continuing West on South boundary of said alley 60 feet; thence South parallel to Monroe Avenue 99 feet; thence East 60 feet; thence North 99 feet to Point of Beginning; according to the map or plat thereof recorded in Plat Book 2, page 76 and Plat Book 6, page 26, of the public records of DeSoto County, Florida.

Parcel #4: Begin at the Southeast corner of Block 43, Original Survey of the Town of Arcadia, run Northerly along West side of Monroe Avenue 75 feet to Point of Beginning; thence Westerly 75 feet; thence Northerly 20 feet; thence Easterly 75 feet; thence Southerly 20 feet to Point of Beginning. Being in Block 43, Original Survey to the Town of Arcadia, according to the map or plat thereof recorded in Plat Book 2, page 76 and Plat Book 6, page 26, of the public records of DeSoto County, Florida.

Parcel #5: Beginning at the Southwest corner of Block 43A, Original Survey of the Town of Arcadia, thence running Easterly along Northerly line of Magnolia Street 50 feet; thence Northerly parallel with Orange Avenue 80 feet; thence Westerly

**Resolution 2016-08
Exhibit "C" –continued-**

Exhibit "B"

Lots 7, 8, 9 and 10 of the West 1/2 of Block 43, R.E. WHIDDEN RE-SUBDIVISION OF BLOCK 43, ORIGINAL SURVEY OF ARCADIA, FLORIDA, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in an for Desoto County, Florida, in Plat Book 2, Page 76.



**CITY OF ARCADIA
REQUEST FOR SPECIAL APPROVAL
OVERVIEW REPORT**

June 7, 2016

TO: City of Arcadia, City Council

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

SUBJECT: **Resolution 2016-08:**
A resolution approving the request of Francisco Rivera, in compliance with the City's Unified Land Development Code, to obtain special approval for a used automobile sales dealership and accessory minor automotive repair business on three (3) parcels of land zoned B-2 (Central Business District) located at 22 South Orange Avenue, 20 South Orange Avenue and 18 South Orange Avenue.

ATTACHMENTS:

- Resolution 2016-08
- Aerial Photo Map
- Future Land Use Map
- Zoning Map
- Special Approval Application
- Site Plan
- Current Business Tax Receipts, License and Certification (2015-2016/2017)
- Old Business Tax Receipts
- Shared-use parking agreement

PLANNING AND ZONING BOARD ACTION:

On Tuesday, May 10, 2016, the City of Arcadia Planning & Zoning Board voted unanimously to forward the request for Special Approval to the City Council **with a recommendation of approval**.

CITY COUNCIL MOTION OPTIONS:

1. I move the City Council **approve** Resolution 2016-08.
2. I move the City Council **approve with changes** Resolution 2016-08.
3. I move the City Council **deny** Resolution 2016-08.

OVERVIEW:

Applicant	Francisco Rivera
Property Owner	Francisco Rivera
Parcel IDs	25-37-24-0012-0435-0100 (0.16 acres) 25-37-24-0012-0435-0090 (0.16 acres) 25-37-24-0012-0435-0070 (0.33 acres)
Subject Area	0.65 acres
Future Land Use	Business
Zoning	B-2 (Central Business District)
Previous Hearings	None

Francisco Rivera (applicant) has requested a **special approval for a used automobile sales dealership and accessory minor automotive repair** on three (3) parcels of land with the primary business office and repair shop located at 22 S. Orange Avenue (Parcel ID: 25-37-24-0012-0435-0100). The two (2) neighboring parcels to the north of the 22 S. Orange Avenue property are also owned by the applicant and are subject to the special approval request as they will facilitate the display area for the vehicles that are for sale (see attached Aerial Photo Map for reference). All of the subject properties have a Future Land Use of Business and zoning of B-2 (Central Business District).

In addition to the operation of the used automobile sales dealership and automotive repair shop, two (2) other businesses are also currently conducting business within the existing structure at 22 S. Orange Avenue. The additional businesses are a bicycle repair shop and a TV repair shop, both of which are permitted uses by-right within the B-2 zoning district.

BACKGROUND:

The special approval request has been submitted to the City in response to a Code Enforcement violation, whereby the applicant was cited for operating a used automobile sales dealership and automotive repair shop on the subject parcels without receiving the appropriate approval to operate such businesses. The business owner has received local business tax receipts by both the County and the City, a Florida Division of Motor Vehicles license to sell automobiles and a Department of Agriculture and Consumer Services certificate to conduct the operation of motor vehicle repairs for the operating period 2015-2016/2017. However, issuance of the business tax receipts, the license to sell vehicles and the certificate to conduct vehicle repairs do not constitute approval by the planning and zoning authority to conduct such business. (See attached business tax receipts, license and certificate for operating period 2015-2016/2017).

To illustrate the historical operation of automotive-related businesses on the subject property, the applicant has furnished old tax receipts for the City's review. These business tax receipts include the use "Retail & Wholesale Auto Parts" and "Auto Repair Shop" dating back to 1965. Based on the old tax receipts, an automobile repair shop use was established on the property for the operating periods of 2006-2007, 2010-2011, 2011-2012 and 2012-2013. No business licenses were received for the operating periods between 2007 and 2009 and for the period between 2013 and 2015. Other than these specified years, the business tax receipt history illustrates that the business

operating on the subject property has been an automotive retail use (See attached “old” business tax receipts)

It’s important to note that the automobile repair shop use for the given years that business tax receipts were issued (as listed above) would have been in violation. During those years, under the City’s previous zoning code, “automobile and truck repair establishments” were permitted by special approval within the B-2 zoning district. However, no record of special approval for the operation of an automobile and truck repair establishment is on record with the City nor has the applicant been able to furnish proof of such an approval. The reason this is important is that if the applicant could provide proof of a previous special approval and the continued operation of the repair business, the operation of the proposed use may be permitted to continue to operate on the subject property.

In addition to the operation of the used automobile sales dealership and automotive repair shop, two (2) other businesses are also currently conducting business within the existing structure at 22 S. Orange Avenue. **The additional businesses are a bicycle repair shop and a TV repair shop, both of which are permitted uses by-right within the B-2 zoning district.**

It should also be noted that the TV repair shop uses a shed for storage purposes. The shed is located on the 20 S. Orange Ave. property. Per the City’s Code, sheds are considered accessory structures. Generally, accessory structures may not be constructed on a property that does not have a primary structure. As part of this special approval request, and because all three (3) parcels are under the same ownership, the shed will be considered part of the overall use of the subject site and be considered accessory to the primary structure located on the 22 S. Orange Avenue property.

The importance of acknowledging the additional businesses on the subject site during the review of the special approval request is to ensure all development design and improvement standards, per the City’s Land Development Code, are being met on the subject property.

REQUEST FOR SPECIAL APPROVAL USES:

Special Approval uses, by their nature, may need to be more closely examined for compatibility at a particular location. These particular uses are generally considered to be appropriate for any zoning district that permits that particular use by Special Approval. The following conditions apply to Special Approval uses:

- A. Unless otherwise provided in the approval of the request, a Special Approval shall remain valid if a building and/or development permit or business tax receipt, as applicable, is obtained within 180 days of City Council approval.
- B. If a Special Approval use does not begin to serve the purpose for which it was granted permission within 180 days from the date of approval, it shall expire.

- C. Extensions for approved uses may be granted by the City Administrator, or his or her designee, for a single period up to one hundred eighty (180) days from the date when a Special Approval would otherwise expire.
 - 1. An extension may be granted if the City Administrator, or his or her designee, concludes that the Special Approval has proceeded with due diligence and in good faith, and that conditions have not changed substantially so as to warrant a new application.
 - 2. All such requests for extensions must be submitted in writing, not less than thirty (30) days before the expiration of the Special Approval stating the reason for the time extension request.
- D. Ownership may change, but so long as the character and conditions of the Special Approval do not change, the Special Approval use remains in effect.
- E. Should the use change to a use permitted in the zoning district that is not the use approved as the Special Approval, a new application shall be required to reestablish any Special Approval.
- F. Should the use be abandoned for one hundred eighty (180) days, a new application shall be required to reestablish any Special Approval.
- G. The expansion or reconfiguration of any use or development that is subject to Special Approval shall require a new or amended Special Approval prior to the issuance of a building permit.

STANDARDS FOR REVIEW OF SPECIAL APPROVAL USES:

A special approval request may be approved, approved with conditions so as to ensure compatibility with surrounding properties or the community in general, modified, or denied. In the instance of a denial, the written finding shall state the reason, or reasons, for the denial, in sufficient detail to eliminate misunderstanding on the part of the applicant, any future applicant, and the officials of the City of Arcadia.

A Special Approval request shall be evaluated on the basis of the following criteria:

- A. Adequate provision is made to protect adjacent properties from possible adverse influences of the proposed use such as noise, dust, vibration, glare, odor, electrical disturbances and similar factors;
- B. Vehicular traffic and pedestrian movement on adjacent streets will not be hindered or endangered;
- C. Off-street parking and loading, and the entrances to and exits from such parking and loading areas, will be adequate in terms of location, amount, and design to serve the uses;

- D. Public facilities and utilities are capable of adequately serving the proposed use, and;
- E. Lot and building requirements shall comply with the lot and building requirements for the district in which the special use is to be located, or shall comply with such requirements as may be imposed by the City Council in its approval of the Special Approval.

REVIEW OF SURROUNDING LAND USES:

The subject property has a Future Land Use of Business and zoning of B-2. Properties surrounding the subject property also have Future Land Use designations of Business, with some Industrial to the southeast. The zoning designations of surrounding properties consist of a mix of B-2, B-3 and C-1 (business and commercial zoning districts). The properties abutting the subject property on the north and west sides, although zoned for business, currently have residential uses on them.

A *Land Use Matrix* is provided below outlining the Future Land Use and zoning of the subject property and surrounding properties. Future Land Use and zoning maps are provided for additional reference.

Land Use Matrix

Northwest (across alley)	North	Northeast (across Orange Ave)
Future Land Use: Business Zoning: B-2 (Central Business District)	Future Land Use: Business Zoning: B-2 (Central Business District)	Future Land Use: Business Zoning: B-2 (Central Business District)
West (across alley)	Subject Property	East (across Orange Ave)
Future Land Use: Business Zoning: B-2 (Central Business District)	Future Land Use: Business Zoning: B-2 (Central Business District)	Future Land Use: Business Zoning: B-2 (Central Business District)
Southwest (across SR 70)	South (across SR 70)	Southeast (across SR 70)
Future Land Use: Business Zoning: B-3 (General Business Commercial District)	Future Land Use: Business Zoning: B-3 (General Business Commercial District)	Future Land Use: Industrial Zoning: C-1 (Commercial District)

PUBLIC FACILITIES AND SERVICES ANALYSIS:

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

Potable Water, Sanitary Sewer and Solid Waste:

Considering the site is already developed and no new development is proposed as part of the request, and public facilities and services are already being utilized on the site, no additional impacts are anticipated.

Traffic/Transportation:

The primary access point for vehicles accessing the subject site is located at the northeast corner of the 18 S. Orange Avenue property. This access point will provide access to four (4) parking spaces on the subject site. Additional parking will be provided across S. Orange Avenue at 210 W. Magnolia Street (Parcel ID: 35-37-24-0012-0430-0120) through a shared-use parking agreement.

There is also an alleyway on the western perimeter of the subject site. The alleyway will be utilized only by the applicant for the movement of automobiles needing to access the service area. There is also a service (garage) door located on the south side of the building, with an existing driveway cut on SR-70 which provides access to the service area. This access driveway is currently used by the applicant and will continue to be used for access to the service area.

The access points, considering the vehicle movements onto and within the site, do not pose any negative impacts on the surrounding roadway system.

Public School and Recreational Facilities:

There is no public school or recreational facility impacts as the proposed use is not residential.

ESTABLISHMENT OF CONDITIONS FOR SPECIAL APPROVALS:

The Planning and Zoning Board may recommend, and the City Council may impose, any conditions or safeguards found to be necessary to ensure the compatibility of a special approval with surrounding properties or the community in general. These may include, but are not limited to, requiring restrictions on hours of operation and size of buildings, additional landscape and buffer areas, limitations on vehicular access points and location of off-street parking, and similar conditions. Violation of any such condition or safeguard shall be deemed a violation of the City's Land Development Code and may result in a revocation of any special approval.

Any conditions adopted as part of the approval shall be explicitly stated in the resolution, and shall be the basis for any development agreement or permit associated with the special approval.

RECOMMENDED CONDITIONS OF APPROVAL:

Staff has reviewed the application for special approval and has provided the following recommendations for conditions of approval:

1. The used automobile sales dealership and accessory minor automotive repair business shall be limited to operating between the hours of 9:00 am and 6:00 pm, daily;
2. The automotive repair use associated with the used automobile sales use shall be considered accessory to the sale of motor vehicles on the site. Repair work shall be limited to minor repairs only, as defined by “Minor Maintenance/Repairs” in *Article 2, Definitions* of the City’s Land Development Code;
3. Minor automotive repair for vehicles related to the used automobile sales may occur only within the enclosed “auto repair” service bay area as shown on the site plan;
4. Repair work shall not be conducted on vehicles that are not intended to be sold as part of the used automobile sales use;
5. Storage of vehicles on the subject site, that are not intended to be sold as part of the used automobile sales use, shall be prohibited;
6. The driveway aisle between the entrance/exit (at the northeast corner of the site) and the proposed on-site parking area shall be a minimum of 20-feet wide. The drive aisle shall remain clear of any vehicles used for display on the site;
7. The existing shed located on the 20 S. Orange Avenue property serving as a storage area for the TV repair shop shall be permitted to remain as part of the special approval. No additional structures shall be permitted to be built or erected on any of the subject parcels without approval by the City;
8. The applicant is required to coordinate any required improvements for on-site stormwater facilities with the Southwest Florida Water Management District (SWFWMD). The applicant shall provide a site plan reflecting any on-site stormwater facilities required by the SWFWMD for the City’s review. Such improvements shall be established within 180-days, or within the timeframe required by the SWFWMD to complete such improvements, whichever is sooner. The 180-days shall commence with the effective date of the resolution adopting the special approval. If on-site stormwater facilities are not required the applicant shall obtain an exemption letter from the SWFWMD stating the exemption of such facilities. If submitting an exemption letter, such letter shall be received by the City no more than ninety (90) days following the effective date of the resolution adopting the special approval;

9. Per Section 6.03.02 of the City's Land Development Code, a total of 10 parking spaces are required to accommodate all of the current uses on the site. The site plan reflects four (4) parking spaces to be established on the site, which includes one (1) handicap parking space. To meet the additional parking requirement, the applicant has submitted a shared-use parking agreement to utilize several parking spaces on property located at 210 W. Magnolia Street. The agreement secures the use of six (6) parking spaces in order to meet the parking requirement for the current uses on the subject site.
10. No landscape buffer is required along the northern property line between the vehicular display area and the neighboring residential use to the north so long as the fence along this property line remains erected. Additionally, because a majority of the site serves display of vehicles for automobile sales, the canopy requirement, internal to the site is not required. Considering the waivers of these requirements the applicant is required to plant shrubs every 5-feet, on center, along the perimeter fence-line along S. Orange Avenue. The shrubs shall be a minimum of one (1) foot tall at time of planting and shall be of an approved species per Section 6.07.09, of the City's Land Development Code. All shrubs planted as part of this condition shall be planted within sixty (60) days of the effective date of the resolution adopting the special approval. The plantings shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris;
11. Because no new development is occurring on the site, the requirement for a right-of-way landscape buffer along SR-70 is waived. In-lieu of providing a full right-of-way landscape buffer, the applicant is required to plant shrubs every 5-feet, on center, along the perimeter fence-line along SR-70. The shrubs shall be a minimum of one (1) foot tall at time of planting and shall be of an approved species per Section 6.07.09, of the City's Land Development Code. All shrubs planted as part of this condition shall be planted within sixty (60) days of the effective date of the resolution adopting the special approval. The plantings shall be maintained in good condition so as to present a healthy, neat and orderly appearance and shall be kept free from refuse and debris.

CITY OF ARCADIA AERIAL PHOTO MAP SPECIAL APPROVAL - SOUTHERN AUTOMOTIVE

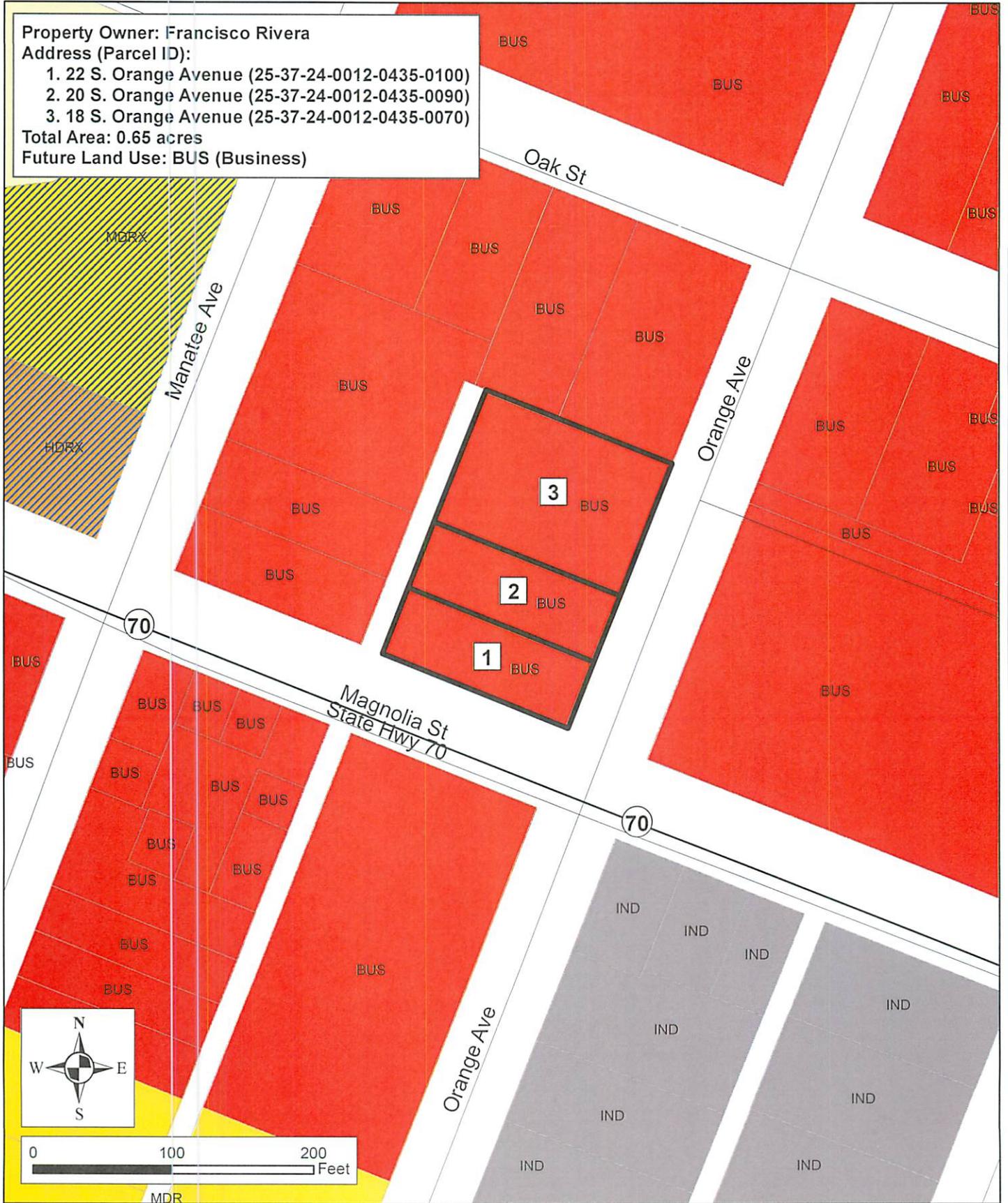
Property Owner: Francisco Rivera
Address (Parcel ID):
1. 22 S. Orange Avenue (25-37-24-0012-0435-0100)
2. 20 S. Orange Avenue (25-37-24-0012-0435-0090)
3. 18 S. Orange Avenue (25-37-24-0012-0435-0070)
Total Area: 0.65 acres



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

CITY OF ARCADIA FUTURE LAND USE MAP SPECIAL APPROVAL - SOUTHERN AUTOMOTIVE

Property Owner: Francisco Rivera
Address (Parcel ID):
1. 22 S. Orange Avenue (25-37-24-0012-0435-0100)
2. 20 S. Orange Avenue (25-37-24-0012-0435-0090)
3. 18 S. Orange Avenue (25-37-24-0012-0435-0070)
Total Area: 0.65 acres
Future Land Use: BUS (Business)



CITY OF ARCADIA ZONING MAP SPECIAL APPROVAL - SOUTHERN AUTOMOTIVE

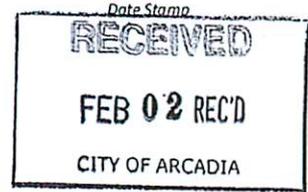
Property Owner: Francisco Rivera
Address (Parcel ID):
1. 22 S. Orange Avenue (25-37-24-0012-0435-0100)
2. 20 S. Orange Avenue (25-37-24-0012-0435-0090)
3. 18 S. Orange Avenue (25-37-24-0012-0435-0070)
Total Area: 0.65 acres
Zoning: B-2 (Central Business District)





SPECIAL EXCEPTION APPLICATION

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



Fee \$675.⁰⁰

R# _____

City Website: arcadia-fl.gov

File No.: 16 - 01 SE

The purpose of zoning is to locate particular land uses where they are most appropriate, considering public utilities, road access, and the established development pattern. A Special Exception permit is a zoning exception that allows a property owner to use their land in a manner not otherwise permitted by zoning law. Special Exception permits are designed to allow flexibility in zoning laws. Zoning laws cannot account for every situation, and special exceptions such as Conditional Use permits provide the City of Arcadia the opportunity to allow uses, often with "conditions" attached to minimize impacts, that would improve a neighborhood to exist in a zone where they are otherwise prohibited.

APPLICANT'S INFORMATION (Agent or Contractor)	PROPERTY OWNER'S INFORMATION (Leave Blank if Same as Applicant)
Name: <u>Francisco Rivera</u>	Name: _____
Organization: <u>Rivera Southern Automotive LLC</u>	Organization: _____
Address: <u>22 S. Orange Ave</u>	Address: _____
City: <u>Arcadia</u>	City: _____
State: <u>FL</u> Zip Code: <u>34266</u>	State: _____ Zip Code: _____
Telephone No.: <u>(863) 993-9333</u>	Telephone No.: () _____
Email: <u>SouthernAutoLLC@yahoo.com</u>	Email: _____

I. Property Information

Parcel Address (if assigned): 22 S. Orange Ave Arcadia FL 34266

Parcel Identification Number: 25-37-24-0012-0435-0100 & 25-37-24-0012-0435-0090 & 25-37-24-0012-0435-0070

Subdivision, Block and Lot Nos.: Town of Arcadia Lots 7, 8, 9 & 10 Block 43

Property Size (in acres): 0.649

Existing land use of subject property: Automotive Dealer and Repair

II. Regulatory and Land Use Information of Subject Property

Future Land Use Map Designation: _____

Zoning Map Designation: _____

Under what section of the Land Development or Zoning Code is the Conditional Use permit being sought?

III. Proposed Development Activity

Residential Commercial Office/Professional Other _____

There are numerous factors that are considered when the Planning and Zoning Board makes a decision on a Conditional Use permit. The proposed use must meet the Zoning and Comprehensive Plan requirements for the site. The use must be compatible with the existing uses in the area. Other items that may be considered:

Land use classification or type

Parking

Building size or height of building

Building placement

Access to streets and utilities

Hours of operation

Noise level

Landscaping

Traffic generation

Expiration date of the permit

Are there any special conditions of the property or additional information in regards to your expected use of the property that you would like to provide in consideration of the Conditional Use permit?

We will have Marked Parking

Hours are 9am-6pm

Have 2 entrances



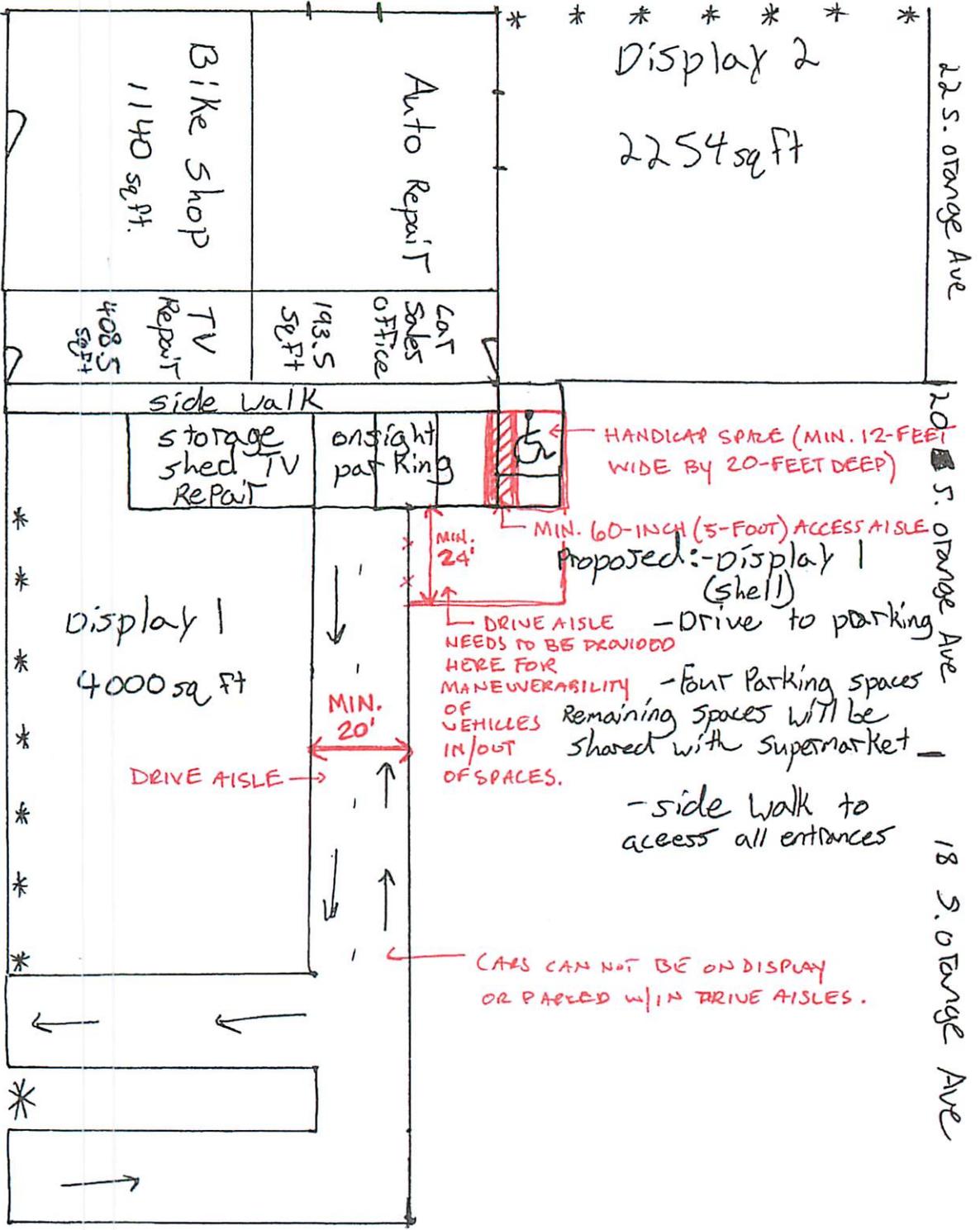
**Table 4.10.01
Land Uses and Zoning Districts**

RETAIL COMMERCIAL, OUTDOOR STORAGE OR ACTIVITIES																			
LAND USE	R-1A	R-1B	R-1C	R-2A	R-2B	R-3	R-4	MHP	RPB	P-1	B-1	B-2	B-3	C-1	M-1	M-2	ROS	CON	PBG
Auto & Truck Rental and Leasing												S	P	P	P				
Automotive Dealer												S	P	P					
Automotive Repair (Major)														P		P			
Automotive Repair (Minor)													P	P					
Automotive Specialty Sales														P					
Building Supply Sales													P	P	P				
Car Wash & Detailing													P	P	P	P			
Commercial Wharves, Piers, Slips, Anchorages											P	P	P	P	P	P			
Convenience Store w/ Gas Pumps											S	S	P	P	P	P			
Equipment Sales and Rentals (includes Farm Equipment)													P	P	P	P			
Light Duty																			
Heavy Duty														P	P	P			
Farmers Market											S	S	S	S					
Flea Market														S	S				
Gasoline Service Station											P	S	P	P	P	P			
Heating Fuel & Ice Establishment													S	P		P			
Horticulture Specialty Farm															S	S			
Marine Establishments											P	P	P	P	P	P			
Mobile Home/RV Sales														S	P				
Nurseries and Garden Centers											S		P	P	P				
Outdoor Advertising Establishment														S	S				
Parking Lots										P	P	P	P	P	P	P			
Parking Structures (e.g., parking garages)										P	P	P	P	P	P	P			
Pet Services (Indoor and/or Outdoor)														P	P				
Recycling Center (Outdoor)																	S		
Restaurant (Drive-In/Drive Thru/Walk-Up)												P	P	P	P	P			
Sidewalk Café											S	S							
Tire & Automotive Accessory Sales											S		P	P	P				

P = Permitted Use S=Special Approval

SR-70

Orange Ave



City of
Arcadia



P. O. Drawer 1000 • Arcadia, Florida 34265

**CERTIFICATE OF
LOCAL BUSINESS TAX RECEIPT**

ACCOUNT ID. 2016-039

DATE: 07/24/2015

FEE: \$ 100.00

Business Location: 22 S. Orange Ave.
Arcadia, FL 34266

Classification: Automotive Sales

Receipt Year: October 1, 2015

ISSUED TO:

Southern Automotive, LLC
Mailing: 1990 SE Lea Camp Rd.
Arcadia, FL 34266
863-993-9333

Elizabeth A. Croten



Authorized Signature

The above named business is hereby authorized to engage in or conduct the business, occupations or privileges hereby specified, for the period stated, subject to the provisions and requirements of ordinances of the City of Arcadia, Florida. This receipt is good only at the location above specified and is not transferable except by the endorsement of City.

THIS MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS



DESOTO COUNTY LOCAL BUSINESS TAX



OWNER: RIVERA SOUTHERN AUTOMOTIVE

YEAR: 2015 - 2016
NUMBER: 000006899

ISSUED TO: RIVERA SOUTHERN AUTOMOTIVE
MAIL TO: 1990 SE LEACAMP RD
ARCADIA, FL 34266

LOCATION: 22 S ORANGE AVE
ARCADIA, FL 34266

ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT CONSTITUTE PLANNING AND ZONING AUTHORIZATION TO CONDUCT A BUSINESS.

A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS RECEIPT EXHIBITED CONSPICUOUSLY AT THIS ESTABLISHMENT OR PLACE OF BUSINESS.

NOTES: AUTOMOTIVE SALES

EXPIRATION DATE: September 30, 2016

Sharon Gray
DESOTO COUNTY CLERK

PENALTY ADDED OCT. 1: 10%; NOV. 1: 15%; DEC. 1: 20%; JAN.1: 25%.

Notice

In order to be in compliance with the State of Florida Department of Environmental Protection, DeSoto County has contracted with the Florida Regional Planning Council to conduct facility inspections on all business located within the County that may produce hazardous wastes. These inspections will be conducted annually. The main objective of this program is to educate business owners on what is required and help them remain in compliance with the Florida DEP requirements.

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

RIVERA SOUTHERN AUTOMOTIVE LLC
1990 SE LEACAMP RD
ARCADIA, FL 34266-7734

License

FOR AN INDEPENDENT DEALER IN
MOTOR VEHICLES

LICENSE NUMBER
VI/1086636/1

PRIMARY LOT

EFFECTIVE DATE
03/26/2015

EXPIRATION DATE
04/30/2017

THIS CERTIFIES, THAT

RIVERA SOUTHERN AUTOMOTIVE LLC

AT 22 S ORANGE AVE UNIT C
ARCADIA, FL 34266

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
AN INDEPENDENT DEALER IN MOTOR VEHICLES AT THE ABOVE
DESCRIBED LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Ed Broyles

BUREAU CHIEF



Chas. B. Walden

DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

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Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 2005 Apalachee Pkwy
 Tallahassee, Florida 32399-6500

June 5, 2015

RIVERA SOUTHERN AUTOMOTIVE LLC
 1990 SE LEACAMP RD
 ARCADIA, FL 34266

SUBJECT: Motor Vehicle Repair Shop Registration MV93303

Your application for registration as a motor vehicle repair shop as required by section 559.904, Florida Statutes, has been received and processed.

Your registration certificate appears below. This registration certificate will expire June 4, 2017.

Your registration number is required by law to be placed on your invoice forms. The registration number is also required to be included in advertisements which are placed in a newspaper, magazine or directory.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Bureau of Compliance, at 800-435-7352 or 850-410-3800.

Cut Here



State of Florida
 Department of Agriculture and Consumer Services
 Division of Consumer Services
 2005 Apalachee Pkwy
 Tallahassee, Florida 32399-6500

Registration No.: **MV93303**
 Issue Date: June 4, 2015
 Expiration Date: June 4, 2017

POST CERTIFICATE
 CONSPICUOUSLY

**Motor Vehicle Repair
 Registration Certificate**

Chapter 559, Florida Statutes
 GOOD ONLY FOR THE LOCATION LISTED BELOW

RIVERA SOUTHERN AUTOMOTIVE LLC
 22 S ORANGE AVE UNIT C
 ARCADIA, FL 34266-3943

ADAM H. PUTNAM
 COMMISSIONER OF AGRICULTURE

OWNED BY:
 RIVERA SOUTHERN AUTOMOTIVE LLC

This is to certify that the Motor Vehicle Repair Shop whose name and address are shown above has registered and paid the prescribed fee (based on the declared number of mechanics, technicians, and helpers) as required by s. 559.904 F.S. and is authorized to perform Motor Vehicle Repairs at the location shown above.

OCCUPATIONAL LICENSE

CITY OF ARCADIA
P.O. BOX 1000
ARCADIA, FLORIDA 34265
863-494-2514

LICENSE NO. 947

DATE: 2-7-03

RATE CODE

FEE: 44.00+11.00LC

EXPIRATION DATE:

LICENSE YEAR: OCTOBER 1, 2002

SEPTEMBER 30, 2003

BUSINESS LOCATION: 22 S ORANGE AVE

BUSINESS SUB CODE

CLASSIFICATION: RETAIL & WHOLESALE AUTO PARTS

The above named business is hereby licensed to engage in or conduct the business, occupations or privileges hereby specified, for the period stated, subject to the provisions and requirements of ordinances of the City of Arcadia, Florida. This license is good only at the location above specified and is not transferable except by endorsement of City Recorder.

FRANEISEO RIVERA, OWNER 3-20-03
DON-DUPUIS

RIVERA SOUTHERN AUTOMOTIVE
ISSUED 22 S ORANGE AVE.
TO ARCADIA, FL 34266

CITY OF ARCADIA
City Recorder

J. Baumann
AUTHORIZED SIGNATURE

THIS MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

AUDIT NO.

9632

OCCUPATIONAL LICENSE

CITY OF ARCADIA
P.O. BOX 1000
ARCADIA, FLORIDA 34265
863-494-2514

LICENSE NO. 2004 947

DATE: 09/30/2003

RATE CODE 1

FEE: 44.00

EXPIRATION DATE:

LICENSE YEAR: OCTOBER 1,

SEPTEMBER 30, 2004

BUSINESS LOCATION: 22 S ORANGE AVENUE 2003

BUSINESS SUB CODE

CLASSIFICATION: RETAIL AUTOMOTIVE

The above named business is hereby licensed to engage in or conduct the business, occupations or privileges hereby specified, for the period stated, subject to the provisions and requirements of ordinances of the City of Arcadia, Florida. This license is good only at the location above specified and is not transferable except by endorsement of City Recorder.

RIVERA SOUTHERN AUTOMOTIVE

ISSUED P O BOX 650
TO ARCADIA, FL 34266

CITY OF ARCADIA
City Recorder

Rodella Baumann
AUTHORIZED SIGNATURE

THIS MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

AUDIT NO

OCCUPATIONAL LICENSE

CITY OF ARCADIA
P.O. BOX 1000
ARCADIA, FLORIDA 34265
863-494-2514

LICENSE NO. 2006 947

DATE: 09/01/2005

RATE CODE 3

FEE: 50.00

EXPIRATION DATE:

SEPTEMBER 30, 2006

*State fee
12.50*

LICENSE YEAR: OCTOBER 1,

2005

BUSINESS LOCATION:

22 S ORANGE AVENUE

BUSINESS

SUB CODE

CLASSIFICATION:

RETAIL AUTOMOTIVE

The above named business is hereby licensed to engage in or conduct the business, occupations or privileges hereby specified, for the period stated, subject to the provisions and requirements of ordinances of the City of Arcadia, Florida. This license is good only at the location above specified and is not transferable except by endorsement of City Recorder.

CITY OF ARCADIA
City Recorder

Rudolf J. Baumann

AUTHORIZED SIGNATURE

RIVERA SOUTHERN AUTOMOTIVE

P O BOX 657

ISSUED
TO

NOCATEE, FL 34268

THIS MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

AUDIT NO.

13295

OCCUPATIONAL LICENSE

CITY OF ARCADIA
P.O. BOX 1000
ARCADIA, FLORIDA 34265
863-494-2514

LICENSE NO. 947

DATE: 9-5-06

RATE CODE

FEE: 50.00

EXPIRATION DATE:

SEPTEMBER 30, 2007

LICENSE YEAR: OCTOBER 1, 2006

BUSINESS LOCATION:

22 B S. ORANGE AVE.

BUSINESS

SUB CODE

CLASSIFICATION:

REPAIR MOTORS & MACHINERY

The above named business is hereby licensed to engage in or conduct the business, occupations or privileges hereby specified, for the period stated, subject to the provisions and requirements of ordinances of the City of Arcadia, Florida. This license is good only at the location above specified and is not transferable except by endorsement of City Recorder.

CITY OF ARCADIA
City Recorder

R. Baumann

AUTHORIZED SIGNATURE

ISSUED
TO

RIVERA SOUTHERN AUTOMOTIVE

P O BOX 657

NOCATEE, FL 34268

THIS MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

AUDIT NO.

STATE OF FLORIDA
DESOTO COUNTY OCCUPATIONAL LICENSE

PENALTY ADDED: OCT. 1st, 10%; NOV. 1st, 15%; DEC. 1st, 20%; JAN. 1st, 25%

THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA STATUTES.

2002/2003

COUNTY \$ 30.00

PENALTY \$

AMOUNT DUE \$ 30.00

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY DEVELOPMENT
201 E. OAK ST., SUITE 204
ARCADIA, FLORIDA 34266

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS,
PROFESSION OR OCCUPATION AS STATED ABOVE FOR THE
PERIOD BEGINNING ON THE FIRST DAY OF OCTOBER
AND ENDING ON THE LAST DAY OF SEPTEMBER, 2003

SOUTHERN AUTOMOTIVE
2101 S INC ORA
22 S ORANGE AVE
ARCADIA

FL

James M. Fisher

THIS LICENSE IS VALID ONLY IF NO OTHER LAW OR ORDINANCE IS VIOLATED; ESPECIALLY ZONING

NOTE - A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS LICENSE EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

205.482
RETAIL SALES

LOCAL BUSINESS TAX

CITY OF ARCADIA
P.O. BOX 1000
ARCADIA, FLORIDA 34265
863-494-2514

LICENSE NO. 2011 947

DATE: 09/01/2010

RATE CODE 3

FEE: 50.00

LICENSE YEAR: OCTOBER 2010

EXPIRATION DATE:
SEPTEMBER 30, 2011

22 S ORANGE AVENUE

BUSINESS LOCATION:

BUSINESS SUB CODE

CLASSIFICATION: AUTO REPAIR SHOP

The above named business is hereby licensed to engage in or conduct the business, occupations or privileges hereby specified, for the period stated, subject to the provisions and requirements of ordinances of the City of Arcadia, Florida. This license is good only at the location above specified and is not transferable except by endorsement of Finance Director.

CITY OF ARCADIA
Finance Director

RIVERA SOUTHERN AUTOMOTIVE
RIVERA, FRANCISCO & IVAN
P O BOX 657

ISSUED
TO

NOCATEE, FL 34268



AUTHORIZED SIGNATURE

THIS MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

AUDIT NO.

18704

9160240521450
WITHIN CITY LIMITS

STATE OF FLORIDA

DESOTO COUNTY OCCUPATIONAL LICENSE

PENALTY ADDED: OCT. 1st, 10%; NOV. 1st, 15%; DEC. 1st, 20%; JAN. 1st, 25%

THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA STATUTES.

COUNTY \$ 30.00

PENALTY \$

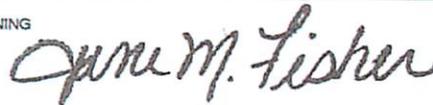
AMOUNT DUE \$ 30.00

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY DEVELOPMENT
201 E. OAK ST., SUITE 204
ARCADIA, FLORIDA 34266

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION AS STATED ABOVE FOR THE PERIOD BEGINNING ON THE FIRST DAY OF OCTOBER 2010 AND ENDING ON THE LAST DAY OF SEPTEMBER 2011

RIVERA SOUTHERN AUTOMOTIVE
FRANCISCO RIVERA
22 S ORANGE AVE
ARCADIA, FL 34268

THIS LICENSE IS VALID ONLY IF NO OTHER LAW OR ORDINANCE IS VIOLATED; ESPECIALLY ZONING



NOTE - A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS LICENSE EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

005 409
RETAIL 30.00

STATE OF FLORIDA

DESOTO COUNTY OCCUPATIONAL LICENSE

PENALTY ADDED: OCT. 1st, 10%; NOV. 1st, 15%; DEC. 1st, 20%; JAN. 1st, 25%

THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA STATUTES.

COUNTY \$ 30.00

PENALTY \$

EXHIBITED
SHMENT

LOCAL BUSINESS TAX

CITY OF ARCADIA

P.O. BOX 1000
ARCADIA, FLORIDA 34265
863-494-2514

LICENSE NO. 2012 947

DATE: 09/30/2011

RATE CODE 3

FEE: 50.00

LICENSE YEAR: OCTOBER 1, 2011
22 S ORANGE AVENUE

EXPIRATION DATE:
SEPTEMBER 30, 2012

BUSINESS LOCATION:

BUSINESS SUB CODE

CLASSIFICATION: AUTO REPAIR SHOP

The above named business is hereby licensed to engage in or conduct the business, occupations or privileges hereby specified, for the period stated, subject to the provisions and requirements of ordinances of the City of Arcadia, Florida. This license is good only at the location above specified and is not transferable except by endorsement of Finance Director.

RIVERA SOUTHERN AUTOMOTIVE
RIVERA, FRANCISCO & IVAN
P O BOX 657

CITY OF ARCADIA
Finance Director

ISSUED
TO

NOCATEE, FL 34268

Jose L. Santana
AUTHORIZED SIGNATURE

THIS MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

AUDIT NO.

19581

LOCAL BUSINESS TAX RECEIPT

CITY OF ARCADIA

P.O. BOX 1000
ARCADIA, FLORIDA 34265
863-494-2514

ACCOUNT I.D. 2013 947

DATE: 09/30/2012

RATE CODE 3

FEE: 50.00

RECEIPT YEAR: OCTOBER 1, 2012
22 S ORANGE AVENUE

EXPIRATION DATE:
SEPTEMBER 30, 2013

BUSINESS LOCATION:

BUSINESS SUB CODE

CLASSIFICATION: AUTO REPAIR SHOP

The above named business is hereby authorized to engage in or conduct the business, occupations or privileges hereby specified, for the period stated, subject to the provisions and requirements of ordinances of the City of Arcadia, Florida. This receipt is good only at the location above specified and is not transferable except by endorsement of Finance Director.

RIVERA SOUTHERN AUTOMOTIVE
RIVERA, FRANCISCO & IVAN
P O BOX 657

CITY OF ARCADIA
Finance Director

ISSUED
TO

NOCATEE, FL 34268

Rodella B. Berman
AUTHORIZED SIGNATURE

THIS MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

AUDIT NO.

AGENDA No. 11



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Planning and Zoning
SUBJECT: **First Reading of Ordinance 1015:** Proposed Text Amendment to the City's Unified Land Development Code and Code of Ordinances

RECOMMENDED MOTION:
Approval

SUMMARY: City-initiated text amendments to the City of Arcadia Unified Land Development Code and Code of Ordinances, specifically amending Article 4, Table 4.10.01; Article 6, Section 6.03.02 and Article 6, Section 6.03.03 of City's Land Development Code; and Chapter 98, Article II, Section 98-34 of the City's Code of Ordinances.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other – Staff Report

Department Head: _____ Date: _____
Finance Director (As to Budget Requirements) _____ Date: _____
City Attorney (As to Form and Legality) _____ Date: _____
Interim City Administrator: Terry Stewart  Date: 5-26-16

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

ORDINANCE 1015

AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA, AMENDING THE ARCADIA UNIFIED LAND DEVELOPMENT CODE; AMENDING ARTICLE 4, TABLE 4.10.01, PROVIDING A NEW LAND USE CATEGORY FOR "ABOVE-GROUND-FLOOR APARTMENTS" AND REMOVING CERTAIN INCOMPATIBLE LAND USES ("APARTMENTS," "AUTO & TRUCK RENTAL AND LEASING," "COMMERCIAL WHARVES, PIERS, SLIPS, ANCHORAGES," "CONVENIENCE STORE W/ GAS PUMPS," "GASOLINE SERVICE STATION," AND "MARINE ESTABLISHMENTS") WITHIN THE B-2 ZONING DISTRICT; AND AMENDING ARTICLE 6, SECTION 6.03.02, ADDING NEW LANGUAGE PERTAINING TO PARKING IN THE B-2 ZONING DISTRICT; AND AMENDING ARTICLE 6, SECTION 6.03.03, PROVIDING DISTANCE REQUIREMENTS FOR THE LOCATION OF OFF-SITE PARKING FOR RESIDENTIAL USES IN THE B-2 ZONING DISTRICT; AND AMENDING THE CITY OF ARCADIA CODE OF ORDINANCES, AMENDING CHAPTER 98, ARTICLE II, SECTION 98-34, ADDING A NEW PROVISION REGARDING ON-STREET PARKING IN THE B-2 ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3167(c), Florida Statutes, empowers the City of Arcadia to adopt land development regulations to guide the growth and development of the City; and

WHEREAS, pursuant to Section 166.041(3)(c)2, Florida Statutes, the City Council of the City of Arcadia has held meetings and hearings to amend the Unified Land Development Code and the Code of Ordinances as presented in the attached exhibits, such exhibits being Exhibit "A" and Exhibit "B" made a part hereof; and, the meetings were advertised and held with due public notice, to obtain public comment; and having considered written and oral comments received during public hearings, find the changes necessary and appropriate to the needs of the City; and

WHEREAS, in exercise of its authority, the City Council of the City of Arcadia has determined it necessary to adopt these amendments, which are shown in Exhibit "A" and Exhibit "B," attached hereto and made a part hereof, to encourage the most appropriate use of land consistent with public interest.

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

Section 1. Article 4, Table 4.10.01; Article 6, Section 6.03.02; and Article 6, Section 6.03.03 are hereby amended as shown in Exhibit "A".

Section 2. Chapter 98, Article II, Section 98-34 is hereby amended as shown in Exhibit "B".

Section 3. Severability: If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Codification: It is the intention of the City Council that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code and the Code of Ordinances of the City; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Administrator or his or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

Section 5. Effective Date: The effective date of this ordinance shall be the date of its adoption.

Section 6. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of the City of Arcadia. The City Clerk shall also make copies available to the public for a reasonable publication charge.

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

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

CITY OF ARCADIA, FLORIDA

Susan Coker, Mayor

ATTEST:

Penny Delaney, City Clerk

Approved as to form:

Thomas J. Wohl, City Attorney

EXHIBIT "A"

Proposed Text Amendments to the
City's Land Development Code

Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

**ARTICLE 4.
ZONING DISTRICTS AND LAND USES**

**Table 4.10.01
Land Uses and Zoning Districts**

RESIDENTIAL LAND USES																			
LAND USE	R-1A	R-1B	R-1C	R-2A	R-2B	R-3	R-4	MHP	RPB	P-1	B-1	B-2	B-3	C-1	M-1	M-2	ROS	CON	PBG
Single Family Detached Dwellings	P	P	P	P	P	P	P		P										
Apartments						P	P		P			S							
<u>Above-ground-floor Apartments</u>												P							
Caretaker or Watchman's Dwelling (Accessory to the Principal Use)															P	P			
Cluster Home, Zero Lot Line Homes						P	P												
Condominium						P	P		P			S							
Dormitories												S	P						
Duplex, Two-Family		S	S	P	P	P	P		P										
Garage Apartment	P	P	P	P	P	P	P												
Guest House (Accessory to the Principal Dwelling)	P	P	P	P	P	P	P												
Manufactured or Mobile Home Park & Subdivision								P											
Patio Homes						P	P												
Rooming House (up to 4 rented sleeping units)						P	P				P	P	P	P					
Rooming House (5 or more rented sleeping units)											P	P	P	P					
Townhouse						P	P												
Triplex, Three Family					P	P	P		P										
Groves, Truck Gardens, Nurseries and Greenhouses; no Retail on Premises	P	P	P	P	P	P	P												
Community Garage						P	P												
Parking Lot Non-Commercial, Accessory to a Permitted Use, Located on a Separate Lot from the Lot Occupied by the Main Use (does not include buses)	S	S	S	S	S	S	S	S											
Parking Lot on a Residential Zoned Lot Contiguous to a B-1, B-2, B-3 Zoned Lot	S	S	S	S	S	S	S	S											

P = Permitted Use

S=Special Approval

**Table 4.10.01
Land Uses and Zoning Districts**

RETAIL COMMERCIAL, OUTDOOR STORAGE OR ACTIVITIES																			
LAND USE	R-1A	R-1B	R-1C	R-2A	R-2B	R-3	R-4	MHP	RPB	P-1	B-1	B-2	B-3	C-1	M-1	M-2	ROS	CON	PBG
Auto & Truck Rental and Leasing												S	P	P	P				
Automotive Dealer												S	P	P					
Automotive Repair (Major)														P		P			
Automotive Repair (Minor)													P	P					
Automotive Specialty Sales														P					
Building Supply Sales													P	P	P				
Car Wash & Detailing													P	P	P	P			
Commercial Wharves, Piers, Slips, Anchorages											P	P	P	P	P	P			
Convenience Store w/ Gas Pumps											S	S	P	P	P	P			
Equipment Sales and Rentals (includes Farm Equipment)													P	P	P	P			
Light Duty														P	P	P			
Heavy Duty															P	P			
Farmers Market											S	S	S	S	S				
Flea Market														S	S				
Gasoline Service Station											P	S	P	P	P	P			
Heating Fuel & Ice Establishment													S	P		P			
Horticulture Specialty Farm															S	S			
Marine Establishments											P	P	P	P	P	P			
Mobile Home/RV Sales														S	P				
Nurseries and Garden Centers											S		P	P	P				
Outdoor Advertising Establishment														S	S				
Parking Lots										P	P	P	P	P	P	P			
Parking Structures (e.g., parking garages)										P	P	P	P	P	P	P			
Pet Services (Indoor and/or Outdoor)														P	P				
Recycling Center (Outdoor)																S			
Restaurant (Drive-In/Drive Thru/Walk-Up)												P	P	P	P	P			
Sidewalk Café											S	S							
Tire & Automotive Accessory Sales											S		P	P	P				

P = Permitted Use

S=Special Approval

ARTICLE 6.

DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

Section 6.03.00. Off-Street Parking and Loading.

Section 6.03.02. Required Off-Street Parking Spaces.

G. Parking in the B-2 Zoning District.

1. Parking spaces serving non-residential uses shall meet all location and parking lot requirements provided in Section 6.03.03. Exemption considerations are provided in Section 6.01.04.
2. Parking spaces serving approved group dwellings and multi-family dwellings shall meet all location and parking lot requirements provided in Section 6.03.03, except as expressly supplemented or modified below.
 - a. Off-street parking spaces may be located off-site, no more than 400 feet distant, as measured along the nearest pedestrian walkway.
 - b. On-street parking shall not be used to meet the number of required parking spaces.

Section 6.03.03. Parking Spaces: Location and Parking Lot Requirements.

- A. *Location of Off-Street Vehicle Parking Spaces.* Parking spaces, as required by this Section shall be located as follows:
 2. Parking spaces for dwellings, other than single family residences, and approved group dwellings and multi-family dwellings located in the B-2 zoning district, shall be located on the same development site as the principal building.
 3. Distances for residential uses serving approved group dwellings and multi-family dwellings located in the B-2 zoning district shall be measured from a dwelling unit's entry to the parking space. Where a stairway or elevator provides access to dwelling units, the stairway or elevator shall be considered to be the entrance to the dwelling unit. For purposes of measuring these distances, each required parking space shall be assigned to a specific unit on the site development plan, whether or not the developer will actually assign spaces for the exclusive use of the specific unit.
- ~~34.~~ Parking spaces for all other uses:
 - ~~c.~~ ~~Distances for residential uses shall be measured from a dwelling unit's entry to the parking space. Where a stairway or elevator provides access to dwelling units, the stairway or elevator shall be considered to be the entrance to the dwelling unit. For purposes of measuring these distances, each required parking space shall be assigned to a specific unit on the site development plan, whether or not the developer will actually assign spaces for the exclusive use of the specific unit.~~
 - ~~dc.~~ Additional requirements for the provision of off-site parking are provided in Section 6.03.03(B).
45. Parking requirements for two (2) or more uses, of the same or different types, may be provided by the establishment of the required number of spaces for each use in a common parking area.

EXHIBIT "B"

Proposed Text Amendments to the
City's Code of Ordinances

Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

Chapter 98 – TRAFFIC AND VEHICLES

ARTICLE II. – PARKING, STOPPING AND STANDING

Sec. 98-34. - Stopping, standing or parking prohibited in specified places.

- (a) Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:
 - (1) Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:
 - a. Within 50 feet of the nearest rail of a railroad crossing, unless the city establishes a different distance due to unusual circumstances.
 - b. At any place where official signs prohibit parking.
 - c. In an on-street parking space within the downtown central business district for the purposes of using the space to support a dwelling unit or rental room located in the in the B-2 zoning district.



**CITY OF ARCADIA
TEXT AMENDMENTS TO THE
CITY'S CODE OF ORDINANCES & LAND DEVELOPMENT CODE
OVERVIEW REPORT**

June 7, 2016

TO: City of Arcadia, City Council

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

SUBJECT: **Ordinance 1015:**

An ordinance of the City of Arcadia, Florida, amending the Arcadia Unified Land Development Code; amending Article 4, Table 4.10.01, providing a new land use category for "above-ground-floor apartments" and removing certain incompatible land uses ("apartments," "auto & truck rental and leasing," "commercial wharves, piers, slips, anchorages," "convenience store w/ gas pumps," "gasoline service station," and "marine establishments") within the B-2 zoning district; and amending Article 6, Section 6.03.02, adding new language pertaining to parking in the B-2 zoning district; and amending Article 6, Section 6.03.03, providing distance requirements for the location of off-site parking for residential uses in the B-2 zoning district; and amending the city of Arcadia Code of Ordinances, amending Chapter 98, Article II, Section 98-34, adding a new provision regarding on-street parking in the B-2 zoning district; providing for severability; providing for codification; and providing for an effective date.

AGENDA DATE:

May 10, 2016, 4:00 PM:	Planning and Zoning Board (Public Hearing)
June 7, 2016, 6:00 PM:	City Council Meeting (First Reading, Public Hearing)
June 21, 2016, 6:00 PM:	City Council Meeting (Adoption Public Hearing)

PLANNING AND ZONING BOARD ACTION:

On Tuesday, May 10, 2016, the City of Arcadia Planning & Zoning Board voted unanimously to the proposed text amendments to the City Council **with a recommendation of approval.**

CITY COUNCIL MOTION OPTIONS:

1. I move the City Council **approve** Ordinance 1015 on First Reading.
2. I move the City Council **approve with changes** Ordinance 1015 on First Reading.

ATTACHMENTS:

- Ordinance 1015
- B-2 Zoning District Analysis Map

OVERVIEW:

The City of Arcadia is proposing text amendments to the City’s Code of Ordinances and Land Development Code (LDC) to address apartment uses located in the B-2, central business district (CBD). The intent of the CBD is to accommodate a centralized area for business and development within the City of Arcadia. The businesses and services of the CBD include many of those supplied in other types of business districts, and in addition thereto many services and facilities not available elsewhere. High land values, limitations of space and public convenience and welfare justify a greater intensity of use than in other business areas. Currently, the City’s LDC permits the use of apartments in the B-2 zoning district, by Special Approval only.

Using Department of Revenue use codes provided by the DeSoto County Property Appraiser’s office, staff conducted an analysis of the apartments (multi-family residential) uses established in the B-2, CBD today. Currently, there are four (4) properties with a use code of “8” which signifies “multi-family less than 10 units.” Of these four (4) properties, two (2) are two-story converted (historic) single family homes, one (1) is a single-story triplex, and one (1) appears to be a church office. It is unknown whether these units currently function as apartment uses or as rooming houses. There are also 11 properties with a use code of “12” which signifies “mixed-use.” Mixed-use is defined as “Store and Office or Store and Residential Combination.” These properties are generally located within the heart of downtown district along the Oak Street corridor within one, two and three story buildings. A map depicting these properties is attached for reference.

Considering the intent of the B-2, CBD the City is proposing to allow “above-ground-floor apartments” only, as a permitted uses by-right. The impact of this proposed change may make the properties identified by use code “8” legally non-conforming depending on their current functionality. If considered legally non-conforming that means they can continue to operate until they cease to exist for a period exceeding 180-days. The properties identified by use code “12,” specifically those that may have a residential use (or above-ground-floor apartment) in them, would now be in conformance with the City’s LDC, which will allow them to legally continue to be used as they exist today.

SUMMARY OF PROPOSED TEXT AMENDMENTS:

The following is a summary of the proposed text amendments:

1. The proposed text amendments will amend Article 4, *Table 4.10.01, Land Uses and Zoning Districts*. The proposed amendments will recognize “Above-ground-floor apartments” as a new land use category. The new use will be a “P” in the table of land uses, which means it is a permitted use-by-right within the B-2 zoning district. As a housekeeping measure, the amendment to Article 4, will remove the following uses from Table 4.10.01:
 - Apartments;
 - Auto & Truck Rental and Leasing;

- Commercial Wharves, Piers, Slips, Anchorages;
 - Convenience Store w/ Gas Pumps;
 - Gasoline Service Station; and
 - Marine Establishments.
2. The proposed text amendments will amend the following in Article 6:
- *Section 6.03.02, Required Off-street Parking Spaces*, providing a new subsection pertaining to parking in the B-2 zoning district. The new section will address parking for approved group dwellings and multi-family dwellings. The proposed language would allow such dwellings to establish parking off-site within 400-feet of the use. The use of on-street parking for such dwellings would be prohibited in the B-2 zoning district.
 - *Section 6.03.03, Parking Spaces: Location and Parking Requirements*, providing distance requirements for the location of off-site parking for approved group dwellings and multi-family dwellings located in the B-2 zoning district.
3. The proposed amendments will also amend Chapter 98, Article II, Section 98-34 of the City's Code of Ordinances, providing new language pertaining to limitations of on-street parking in the B-2 zoning district.
4. **Additional text amendment item for consideration.**
 Section 6.01.04 of the City's LDC provides language regarding exemptions to landscaping and off-street parking and loading requirements within the B-2, CBD. With consideration of the unique and historic quality of the B-2, CBD area and considering the City's initiative to address the uses and parking issues within the B-2, CBD, staff is suggesting to amend the provisions for exemptions within the B-2, CBD.

The addition of adding the amendment t Section 6.01.04 was heard by the Planning & Zoning Board at the May 10, 2016 meeting and was recommended for approval to the City Council. This item will need to be added to the short title of Ordinance 1015 for notification purposes prior to the *Adoption, Public Hearing* by the City Council. The proposed amendments to Section 6.01.04 are shown below.

Section 6.01.04. Exemptions Considerations.

Properties in the B-2 zoning district ~~are~~ may be considered for exemption from the requirements to provide landscaping and off-street parking and loading areas due to the unique and historic quality of this district, ~~and based on, but not limited to~~ the specific use of a site, the unique arrangement of the buildings along the downtown streets, and the ability to meet required landscape and off-street parking and loading requirements on the site.

CITY OF ARCADIA B-2 ZONING DISTRICT ANALYSIS MAP



AGENDA No. 12



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Public Works

SUBJECT: Contract Between The Florida Department of Corrections and City of Arcadia – Contract W1077

RECOMMENDED MOTION: Motion to approve the renewal of Contract W1077 between The Florida Department of Corrections and the City of Arcadia.

SUMMARY: This contract relates to the use of inmates from the Florida Department of Corrections from November 7, 2016 until November 6, 2017. Inmates are utilized for property maintenance, ditch cleaning, mowing, etc. The inmates are also utilized for other departments as needed.

FISCAL IMPACT: Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Steve Underwood *S.U.* Date: 5/19/16

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart *[Signature]* Date: 5-19-16

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

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF ARCADIA

This Contract is between the Florida Department of Corrections ("Department") and the City of Arcadia ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, the City of Arcadia is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on November 7, 2016, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or November 6, 2017, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), Florida Administrative Code, supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad(s) of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Security Operations, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Correctional Work Squad Officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the Agency if a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By The Agency**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
2. **Total Costs To Be Billed To The Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.

5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address, and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Beth A. Carsten, Finance Director
City of Arcadia
P. O. Drawer 351
Arcadia, Florida 34266
Telephone: (863) 494-2514
Fax: (863) 494-4712
E-mail: ecarsten@arcadia-fl.gov

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address, and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address, and telephone number of the Department's Contract Manager for this Contract is:

Warden
DeSoto Annex
13617 S. E. Highway 70
Arcadia, Florida 34266
Telephone: (863) 494-3727

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address, and telephone number of the representative of the Agency is:

Terry Stewart, City Administrator
City of Arcadia
23 North Polk Avenue
Arcadia, Florida 34266
Telephone: (863) 494-4114
Email: tstewart@arcadia-fl.gov

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Director of Institutional Operations. The Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Contract Manager.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF ARCADIA

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED
BY: _____
NAME: **Kelley J. Scott**
TITLE: **Director, Office of Administration
Department of Corrections**
DATE: _____

SIGNED
BY: _____
NAME: **Kenneth S. Steely**
TITLE: **General Counsel
Department of Corrections**
DATE: _____

Addendum A
Inmate Work Squad Detail of Costs for City of Arcadia
Interagency Contract Number W1077 Effective November 7, 2016

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

		Per Officer Annual Cost	Total Annual Cost
Officers Salary	# Officer: Multiplier	1	\$ 54,194.00 ** \$ 54,194.00
Salary Incentive Payment		\$ 1,128.00	\$ 1,128.00
Repair and Maintenance		\$ 121.00	\$ 121.00
State Personnel Assessment		\$ 354.00	\$ 354.00
Training/Criminal Justice Standards		\$ 200.00	\$ 200.00
Uniform Purchase		\$ 400.00	\$ 400.00
Uniform Maintenance		\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *		\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency		\$ 58,972.00	\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

	Number Squads	Total Annual Cost
	1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency		\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
 ENCLOSED TRAILER REQUIRED: YES NO

Addendum A
Inmate Work Squad Detail of Costs for City of Arcadia
Interagency Contract Number W1077 Effective November 7, 2016

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	\$4969.00	1	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00		\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency				\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
 (Total of Sections V. and VI.)

\$57,497.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

|
|

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Arcadia
Interagency Contract Number W1077 Effective November 7, 2016

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

AGENDA No. 13



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Airport
SUBJECT: FDOT Turf Runway Drainage Project- Joint Participation Agreement
FPN 439454-1-94-01 Contract No. G0A78

RECOMMENDED MOTION: Approve JPA Agreement Accepting \$250,000 FDOT Funding for Turf Runway Drainage Project.

SUMMARY: Storm water has been an issue for runway 13/31. When the ground is saturated from rain, airport calls in NOTAM to inform Pilots of closed runway so they do not attempt to land. Without the proper drainage this is a safety issue and prevents use of this turf runway.

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

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

Department Head: Shelley Peacock  Date:

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart  Date: 5-26-16

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

Shelley Peacock

From: Smith, Kristi [Kristi.Smith@dot.state.fl.us]
Sent: Friday, May 13, 2016 1:45 PM
To: Shelley Peacock
Subject: FPN 439454-1-94-01, Contract No. G0A78 // Execution of Joint Participation Agreement // City of Arcadia // Turf Runway Drainage Improvements // Arcadia Municipal Airport
Attachments: G0A78 JPA for Execution.pdf

Good afternoon, Shelley:

Attached is the Joint Participation Agreement (JPA), providing for Department participation in a turf runway drainage improvements project at the Arcadia Municipal Airport. Below are the instructions for our new contract execution process. If you have any questions, please let me know.

NOTE: New Process

- Print one copy of the Agreement and obtain signatures (preferably in blue ink).
- Please **do not** date the agreement in any way.
- Scan and email the signature page (Page 13 of 13) back to me.
- Obtain a certified Resolution with the signature of the clerk authorizing a designee to enter into and execute agreements.
- Pencil over the raised seal of the resolution, scan, and email it along with Page 13 of the Agreement.

Once the above is received, the Department will process and email the fully executed agreement back to you.

NOTE: The scanned, fully executed version will be the official contract document. Any mailed originals received will not be processed or returned.

Please let me know the date you anticipate the agreement will go to your board.

This Agreement must be fully executed by the close of the Department's fiscal year on June 30, 2016.

If you have any questions, do not hesitate to contact me.

Thank you.

Best regards,

Kristi

KristiA.Smith, PLS, FCCM
Senior Aviation/Intermodal Project Manager
Seaport Coordinator
Intermodal Systems Development Office
FDOT - District One
863-519-2265
kristi.smith@dot.state.fl.us

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 OGC - 07/15
 Page 1 of 13

Financial Project Number(s): (item-segment-phase-sequence) 439454-1-94-01	Fund: 010 Function: 215 Federal Number: N/A DUNS Number: 80-939-7102 Agency DUNS Number: 03-968-3735	FLAIR Category.: 088719 Object Code: 751000 Org. Code: 55012020129 Vendor No.: F596000266021 CSFA Number: 55.004 CSFA Title: Aviation Development Grants
Contract Number: G0A78 CFDA Number: N/A CFDA Title: N/A		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Arcadia 23 North Polk Avenue, Arcadia, Florida 34266 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before June 30, 2017 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

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

Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide Department participation in a turf runway drainage improvements project at the Arcadia Municipal Airport

and as further described in Exhibit(s) A, B, C, and D _____ attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

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

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

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 250,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 250,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

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

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

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

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

6.00 Accounting Records:

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

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

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

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

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

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit A, B, C, and D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A, B, C, and D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

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

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

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

7.00 Requisitions and Payments:

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

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

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

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

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

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

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

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

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

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

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

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

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency. The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

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

12.00 Miscellaneous Provisions:

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

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

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

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

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

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

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

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

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

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

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

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

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

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

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

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2017. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Modal Development Administrator. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

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

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

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

19.00 Restrictions on Lobbying:

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

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

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

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 Inspector General Cooperation:

The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

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

AGENCY

FDOT

City of Arcadia

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

Chris Smith

SIGNATORY (PRINTED OR TYPED)

TITLE Director of Transportation Development

SIGNATURE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

TITLE

94V
5/13/16

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

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

PROJECT LOCATION: Arcadia Municipal Airport

PROJECT DESCRIPTION: *Turf Runway Drainage Improvements*

SPECIAL CONSIDERATIONS BY AGENCY:

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

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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

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

Narrative: Runway 13/31, the turf runway, needs proper drainage. During the rainy season, ground saturation requires intermittent runway closure. Engineer will need to perform necessary drainage for this area.

Justification: Storm water has been an issue for this runway without the proper drainage. When the ground is saturated from rain, airport calls in NOTAM to inform Pilots of closed runway so they do not attempt to land. Lack of

adequate drainage causes a safety issue and prevents use of this turf runway.

Design Phase

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

Construction Phase

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

EXHIBIT "B"
PROJECT BUDGET

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

Expiration Date: June 30, 2017

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

State funding (DDR)	(100%)*	Fiscal Year 2016 \$250,000.00
	Total	\$250,000.00

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

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

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

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

EXHIBIT "C"
AVIATION PROJECT REQUIREMENTS & PROGRAM ASSURANCES

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

A. General

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

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

B. Agency Compliance Certification

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

a. Florida Statutes (F.S.)

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

b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)

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

C. Agency Authority

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

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

D. Agency Responsibilities

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

1. Accounting System

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

2. Good Title

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

3. Preserving Rights and Powers

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

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

4. Hazard Removal and Mitigation

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

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

5. Airport Compatible Land Use

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

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

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

6. Consistency with Local Government Plans

- a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.
- c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

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

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

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

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

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

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

8. Airport Financial Plan

- a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

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

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

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

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

9. Airport Revenue

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

10. Fee and Rental Structure

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

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

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

11. Public-Private Partnership for Aeronautical Uses

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

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

12. Economic Nondiscrimination

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

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

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

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

13. Air and Water Quality Standards

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

14. Operations and Maintenance

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

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

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

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

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

15. Federal Funding Eligibility

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

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

18. Airfield Access

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

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

20. Consultant, Contractor, Scope, and Costs

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. Planning Projects

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

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
 - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
 - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

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

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
 - (1) Maintain responsibility for all related contract letting and administrative procedures.
 - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - (5) Establish a project account for the purchase of the land.
 - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:
 - (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Project Certifications: Certify project compliances, including

- (1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- (2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- (3) Completed construction complies with all applicable local building codes.
- (4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

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

- (1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- (2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.
- (3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.
- (4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval: The Agency assures that:

- (1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.
- (2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- (3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. Pavement Preventive Maintenance: The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use

such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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

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

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

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

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

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

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

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

a. **Required Submittal Format**

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

b. **Approval of Submittal**

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

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

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

b. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved project scope and/or

quantities. Purchasing Categories and Thresholds are defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.

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

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

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Development Grants

CSFA Number: 55.004

***Award Amount:** \$ 250,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.004 is provided at:

<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at:

<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:

<https://apps.fldfs.com/fsaa/compliance.aspx>

AGENDA No. 14



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Legal

SUBJECT: Ordinance Number 1014 amending Sections 11.14.00 and 13.06.00 of the Land Development Code to include the necessary processes and procedures to obtain Certified Local Government status from the Florida Department of State, Division of Historical Resources.

RECOMMENDED MOTION: Motion to approve first reading of Ordinance Number 1014 amending Sections 11.14.00 and 13.06.00 of the Land Development Code to include the necessary processes and procedures to obtain Certified Local Government status from the Florida Department of State, Division of Historic Resources.

SUMMARY:

Upon recommendation of Carol Mahler and the Historic Preservation Commission, City Council directed staff to draft a proposed Historic Preservation Ordinance to obtain Certified Local Government status from the Florida Department of State, Division of Historical Resources.

In addition to proposed Ordinance Number 1013, enclosed please also find a May 19, 2016 e-mail from Mr. Michael Zimny, from the Division of Historical Resources, to the City Attorney advising that the proposed Ordinance meets the state and federal guidelines for the Certified Local Government (CLG) Program.

If and when adopted after second reading, the Ordinance Number 1014 will be included in the City's formal application for the CLG program.

FISCAL IMPACT: Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head:

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date: 5/19/16

City Administrator: Terry Stewart

Date: 5-26-16

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

TJ Wohl

From: Zimny, Michael F. [Michael.Zimny@DOS.MyFlorida.com]
Sent: Thursday, May 19, 2016 11:05 AM
To: TJ Wohl
Subject: RE: City of Arcadia - Ordinance for CLG

Dear Mr. Wohl,

Thank you for sending me the historic preservation ordinance for the City of Arcadia. I am pleased to say that the ordinance meets state and federal guidelines for the Certified Local Government (CLG) Program. Congratulations!

I am looking forward to working with the City of Arcadia in the next part of the city's application for the CLG program. It has been a pleasure working with you in this part of the CLG application process!

Regards,

Michael Zimny

Historic Sites Specialist | Bureau of Historic Preservation | Division of Historical Resources | Florida Department of State | 500 South Bronough Street | Tallahassee, Florida 32399 | 850.245.6333 | 1.800.847.7278 | Fax: 850.245.6439 | Michael.Zimny@Dos.MyFlorida.com | www.flheritage.com



From: TJ Wohl [<mailto:tj@heartlandlaw.com>]
Sent: Tuesday, April 26, 2016 11:59 AM
To: Zimny, Michael F.
Cc: 'Carol Mahler'
Subject: City of Arcadia - Ordinance for CLG

Mr. Zimny,

Attached please find the following for your review:

1. City of Arcadia's proposed Ordinance (in legislative format) to obtain CLG status.
2. CLG requirements checklist.

Once you have had an opportunity to review the Ordinance, please advise of any revisions necessary to satisfy the CLG requirements.

Thank you for your assistance,

TJ

Thomas J. Wohl
Swaine & Harris, P.A.

425 S. Commerce Ave.
Sebring, FL 33870
Office: (863) 385-1549
Fax: (863) 471-0008
tj@heartlandlaw.com

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ORDINANCE NO. 1014

AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA; AMENDING SECTIONS 11.14.00 AND 13.06.00 OF THE CITY OF ARCADIA LAND DEVELOPMENT CODE TO PROVIDE CLARITY, IMPROVE THE FUNCTIONALITY, AND REVISE THE PROCESS AND PROCEDURES FOR THE HISTORIC PRESERVATION COMMISSION AND STAFF, THE DESIGNATION OF HISTORIC LANDMARKS, HISTORIC RESOURCES AND HISTORIC DISTRICTS, THE REGULATION, ADMINISTRATION AND ENFORCEMENT CONCERNING SUCH DESIGNATED LANDMARKS, RESOURCES AND DISTRICTS, AND THE CERTIFICATE OF REVIEW PROCESS; CREATING PROCEDURES FOR THE DEMOLITION OF PROPERTIES IDENTIFIED IN THE FLORIDA MASTER SITE FILE AND HISTORIC SURVEY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Arcadia, Florida (“City”) recognizes that the City has within its jurisdiction a significant number of historic resources, structures and properties; and

WHEREAS, the City Council recognizes that the identification, protection, enhancement and use of such resources provides a public purpose; and

WHEREAS, the City Council recognizes that these historic resources, structures and properties constitute valuable assets that contribute to the charm and appeal of the City and create a unique environment for both residential and commercial pursuits, thereby providing significant and substantial economic benefit to the City; and

WHEREAS, the City Council wishes to take advantage of all state and federal policies and programs for assistance and grants for the study, preservation, rehabilitation or restoration of historic buildings, districts and sites for the benefit of the public; and

WHEREAS, the City Council desire that more property owners seek voluntary designation of their properties as historic landmarks or historic resources; and

WHEREAS, the City Council desire that more property owners in areas with a concentration of historic landmarks or historic resources, seek designation of their areas as historic districts, through the use of the procedures set forth herein; and

WHEREAS, the City Council desires to implement additional economic incentives to encourage owners of historic structures to seek voluntary designation of such structures as

historic landmarks or historic properties, or designation of their neighborhoods as historic districts; and

WHEREAS, the regulations herein are consistent with the City's Comprehensive Plan; and

WHEREAS, the City Council desires to encourage the preservation and restoration of the City's historic resources, structures and properties for the benefit of the public; and

WHEREAS, it appears to be in the best interest of the citizens of the City of Arcadia that the City's Land Development Code as set forth herein,

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

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

SECTION 2. Amendment of the Unified Land Development Code of the City of Arcadia. Section 11.14.00 "Historic Preservation" of the Unified Land Development Code of the City of Arcadia is hereby amended as follows:

"Section 11.14.00 Historic Preservation

Section 11.14.01. Purpose and Intent.

- A. It is hereby declared a matter of public policy that the protection, enhancement, perpetuation, and use of improvements, or sites of special character or special architectural, archeological, or historic interest or value, is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of the people of the City of Arcadia.
- B. The purpose of this Section is to:
 1. Effect and accomplish the protection, enhancement, and preservation of such improvements, sites, and districts which represent or reflect elements of the City's cultural, social, economic, political, and architectural history.
 2. Safeguard the City's historic, prehistoric, and cultural heritage, as embodied and reflected in such historic structures, sites, and districts.
 3. Stabilize and improve property values, and enhance the visual and aesthetic character of the City.
 4. Protect and enhance the City's historic, cultural, and architectural attractions to residents, tourists, and visitors, and serve as a support and stimulus to business and industry.

5. Ensure the harmonious, orderly, and efficient growth, prosperity and development of the City through retention and reuse of its historic and cultural Resources;
6. Strengthen civic pride and cultural stability through neighborhood conservation;
7. Promote the use of Resources for the education, pleasure, and welfare of the people of the City;
8. Provide a review process for the continued preservation and appropriate, compatible and sensitive development of new construction and additions within the city's historic districts and neighborhoods;
9. Protect and enhance the scale, character and stability of existing neighborhoods, and protect against destruction of or encroachment upon areas which contribute to the character of the City;
10. Facilitate the creation of a convenient, harmonious and attractive community, and protect the architectural beauty, special architectural features, and special landscape features of the City;
11. Avoid demolition, or other adverse effect on historic properties (Properties) and Districts, which would cause an irreparable loss to the City;
12. Assist neighborhoods to achieve a positive neighborhood identity and sense of place.

In addition, these provisions are designed to implement, be consistent with, and assist in the achievement of the goals, objectives and policies, as specifically required by the City's Comprehensive Plan, with respect to historic, conservation, and neighborhood Resources.

Section 11.14.02. Historic Structure, Historic Site, and Historic District Designation Criteria.

For purposes of this Code, a historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historic, architectural, archeological, or cultural significance to the City such as historic structures, sites, or districts which:

- A. Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community; or
- B. Are identified with historic personages or with important events in national, state or local history; or

- C. Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or
 - D. Are representative of the notable work of a master builder, designer or architect who influenced his age; or
 - E. Have yielded, or may be likely to yield, information important to prehistory or history.
- ~~A. The Commission shall adopt specific operating guidelines for historic structure, historic site, and historic district designations providing such are in conformance with the provisions of Section 11.14.00 and its subsections.~~

Section 11.14.03. Recognition ~~and Regulation~~ of Historic Structures, Sites and Districts.

At such time as a historic structure, site, or district has been properly designated, the City, in cooperation with the property owner, may cause to be prepared and erected on such property a suitable plaque declaring that such property is a historic structure, site, or district. The failure to prepare and erect any such marker, or the subsequent removal thereof, shall in no way affect the designation of the historic structure, site, or district, and shall have no impact upon the implementation of the provisions of Section 11.14.00 and its subsections.

Section 11.14.04. ~~Procedures.~~ Regulation of Historic Structures, Sites and Districts.

- A. Certificate of Appropriateness. Unless and until a Certificate of Appropriateness has been granted by the Commission ~~City Council~~, no owner or person in charge of a historic structure, a historic site, or a structure within a historic district shall (1) reconstruct, alter, or demolish, or cause or allow any reconstruction, alteration, or demolition to occur to, all or any part of the exterior of such property; or (2) Construct, or cause or allow any construction of, any improvement upon such designated property or properties; or (3) relocate, or cause or allow the relocation of any such property or properties.
1. Condition for Issuance of Permit. Further, unless and until a Certificate of Appropriateness has been granted by the Commission ~~City Council~~, the Building Official shall not issue a permit for any such work.
 2. Applications. Requests for Certificates of Appropriateness shall be made only on application forms approved by the Commission or City Council. Submittal of the application must be made with the appropriate site plans, drawings, photographs, descriptions, and other documentation needed to provide staff and the Commission with a clear understanding of the proposed action. Application fees

and other applicable charges shall be established by resolution adopted by the City Council.

3. Historic Preservation Commission Review Criteria. Upon filing of a complete application for a Certificate of Appropriateness with the City, the Commission, utilizing the Design Guidelines Handbook, shall review the application for conformity with the following criteria set forth in this Section, and shall issue recommend issuance or deny of the Certificate of Appropriateness unless based on such criteria:
 - a. ~~In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon which said work is to be done;~~
 - b. ~~In the case of the construction of a new improvement upon an historic site, or within an historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within such district;~~
 - c. ~~In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration, or demolition does not conform to the purpose and intent of Section 11.14.00 and its subsections and/or to the objectives and design criteria of any historic preservation plan approved for said district;~~
 - d. ~~The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City and state; or~~
 - e. ~~In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.~~
4. Historic Preservation Commission Decision-making Period. The Commission shall render its decision ~~make its recommendation~~ within sixty forty five (6045) days of the filing of the application. If the Commission fails to make a decision recommendation within that period, the application shall be deemed approved, and the City Administrator shall issue the Certificate of Appropriateness forwarded to the City Council for action without any recommendation.
5. ~~The final decision shall rest with the City Council. The City Council shall render the final decision within sixty (60) days of the filing of the application. If no decision is made within such time period, the application shall be deemed approved, and the City Administrator shall issue the Certificate of Appropriateness.~~

5. No Exemption from Required Permits. The issuance of a Certificate of Appropriateness shall not relieve the applicant from obtaining other permits and approvals required by the City. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of the Certificate of Appropriateness required for the proposed work.
6. Ordinary Maintenance and Repairs. Ordinary maintenance and repairs may be undertaken without a Certificate of Appropriateness provided that the work involves repairs to existing features of a historic structure or site or the replacement of elements of a structure with pieces identical in appearance and provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.
7. Affirmative Maintenance Required. The owner of a property designated pursuant to this Section, either individually or as part of a district or zone, shall comply with all applicable codes, laws and regulations governing the maintenance of property. It is the intent of this section to preserve from deliberate or inadvertent neglect the exterior features of such properties and the interior portions thereof when maintenance is necessary to prevent deterioration and decay of the property. All such properties shall be preserved against decay and deterioration and shall be free from structural defects though prompt corrections of any of the following defects:
 - a. Facades that fall and injure the subject property, adjoining property or members of the public;
 - b. Deteriorated or inadequate foundations, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports;
 - c. Members of ceilings, roofs ceiling and roof supports or other structural members that may rot, sag, split or buckle due to defective material or deterioration;
 - d. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken, unsecured or missing windows or doors.
 - e. Any fault or defect in the property that renders it structurally unsafe, insufficiently protected from weathering, or not properly watertight.
8. Secretary of the Interior's Standards for Rehabilitation. In reviewing an application, the Secretary of the Interior's Standards for Rehabilitation (as may be amended from time to time) shall be applied.
9. Additional Criteria. The Secretary of the Interior's Standards for Rehabilitation shall be supplemented by the following criteria specific to certain types of requests:

- a. *New Construction and Alterations.* All new construction and Alterations to existing buildings within a designated historic district or on an individually designated property shall be visually compatible, and meet the following guidelines:
- i. *Setting, Orientation and Setbacks.* The Building should be situated approximately the same distance from the street as adjacent Buildings, to create a continuous street edge. The orientation of the Building should be visually compatible with that of the buildings in the Historic District. The Setting should be designed with the overall environment in mind. It should take into account the compatibility of landscaping, parking, service areas, walkways, and accessory structures.
 - ii. *Building Height.* The height of the Building at street level should be visually compatible in comparison or relation to the height of the existing contributing buildings in the Historic District.
 - iii. *Design Styles.* New Buildings should take their design cues from the prevailing architectural styles within the Historic District. Traditional or contemporary design standards and elements should relate to the existing styles.
 - iv. *Proportion of Openings.* The openings of any building within a Historic District should be visually compatible with the openings in existing contributing buildings within the Historic District. The relationship of the width of windows and doors to the height of windows and doors should be visually compatible with the existing contributing buildings within the Historic District.
 - v. *Rhythm of Solids to Voids.* The relationship between solids (walls) and voids (windows and doors) of a Building should be visually compatible with the Surrounding Buildings.
 - vi. *Rhythm of Spacing along the Street.* The relationship of Buildings to the open space between them should be compatible with the other Buildings on each side of the street in that block.
 - vii. *Relationship of Materials and Textures.* The materials and textures of a Building should be chosen with the predominant materials of the Historic District in mind. Simplicity in such use is preferable.
 - viii. *Roof Shapes.* The roof shape of a Building is a major distinguishing feature. The roof shape of a Building should be compatible with the roof shape of existing contributing buildings within the Historic

District. The roof shape shall be consistent with the architectural style of the Building.

ix. Size, Scale, Bulk, Mass and Volume. The physical size, scale, bulk, mass and volume should be compatible with the existing contributing buildings within the Historic District without overwhelming them.

b. Additions. All additions to historic structures or structures within a Historic District shall meet the following guidelines:

i. Locate an addition to the rear or least visible sides of historic structures. Locating an addition on the front elevation should be avoided.

ii. Minimize the loss of historic materials from the historic structure and protect character-defining features.

iii. Design the addition to be compatible in terms of massing, size, scale, relationship of solids to voids, and architectural features. An addition should be subordinate to the historic building.

iv. Differentiate the addition from the historic structure.

v. If permitted, rooftop additions should generally be limited to one story in height, should be set back from the wall plane and should be as inconspicuous as possible.

vi. Continue the design elements on all elevations of the new construction, not only those elevations that can be viewed from the street.

vii. Design and construct the addition so that, if removed in the future, the essential form and integrity of the historic structure will be unimpaired.

viii. Limit the size and number of openings between the old and new building by utilizing existing doors or by enlarging existing windows.

c. Demolition. All demolitions of historic structures within a Historic District shall comply with the following:

i. Simultaneous certificates required. No Building or Structure on a Property located within a District shall be demolished without first receiving a Certificate of Appropriateness for new construction. The applications for demolition and new construction shall be reviewed by the Commission simultaneously. The requirement of a Certificate of

Appropriateness for new construction may be waived by the Commission upon a good cause showing that such requirement would be unduly harsh or would result in a substantial hardship to the Property owner.

A showing of good cause may include, but is not limited to, evidence that the Property owner is unable to comply with the requirement for simultaneous new construction due to advanced age, infirmity, physical or other debilitating handicap, or financial hardship.

If an application for Certificate of Appropriateness for Demolition is approved, the owner shall, at his/her expense, fully record the building prior to Demolition. At a minimum, the owner shall provide an architectural description, floor plan with interior and exterior dimensions, interior and exterior photographs, and any other information requested by the Commission. Said record shall be deposited in the local archives, where it will be made available to the public.

Upon approval by the Commission of a Certificate of Appropriateness for Demolition, the demolition permit shall not be issued until all demolition and new construction plans for the Property have received all other required governmental approvals.

The existence of one or more of the following conditions may be the basis for denial of a demolition application:

- (A) The Resource contributes significantly to the historic character of a designated Property or District.
- (B) The Resource is listed on the National Register.
- (C) The Resource is one of the last remaining examples of its kind in the neighborhood or City.
- (D) The Resource is capable of being repaired and reused in a practical and feasible manner.
- (E) Retention of the Resource would promote the general welfare of the City by providing an opportunity to study local history, architecture and design, or by developing an understanding of the importance and value of a particular culture or heritage.
- (F) Granting a Certificate of Appropriateness for the Demolition would result in an irreparable loss to the City of a significant Resource.

- (G) The plans for the simultaneous new construction (if the Demolition is granted) are not compatible with the Property or District.
- ii. *Demolition Delay Period.* The Commission may grant a Certificate of Appropriateness for Demolition which may contain a delayed effective date. The effective date will be determined by the Commission based on the relative significance of the Resource and the probable time required to arrange a possible alternative to demolition. The Commission may delay demolition for up to three (3) months. During the demolition delay period, the Commission may take such steps as it deems necessary to preserve the Resource. Such steps may include, but are not limited to: consultations with community groups, public agencies and interested citizens; recommendations for acquisition of the Property by public or private bodies, or agencies; an exploration of the possibility of moving the Resource.
- iii. *Salvage and Preservation of Specific Features.* The Commission may require the Property owner to salvage and preserve specified classes of building materials, architectural details, ornaments, fixtures and the like.
- iv. *Authority to Initiate Designation.* If an undesignated property warrants it and it is otherwise authorized under this ordinance, the Commission initiate the designation application and review process. The Commission may require that the issuance of a demolition permit be stayed pending the Commission's review of the application and the City Council's decision to designate or deny designation of the property. However, the maximum period during which the issuance of a demolition permit may be stayed pursuant to this paragraph is one hundred twenty (120) days, unless extended by the City Council. If for any reason the designation process is not completed and the demolition application is approved, the owner shall, at his/her expense, fully record the building prior to Demolition and attempt to salvage and preserve specified classes of building materials, architectural details, ornaments, fixtures and the like.
- d. *Relocation.* The existence of one or more of the following conditions may be the basis for denial of a relocation application:
- i. The historic character or aesthetic interest of the Resource contributes to its present setting in such a manner that relocation would result in a substantial loss to the setting or District.
- ii. There are no definite plans for the area to be vacated.

- iii. There are definite plans for the area to be vacated that may adversely affect the character of the District.
- iv. The Resource cannot be moved without significant damage to its physical integrity.
- v. The proposed relocation area is not compatible with the historic, cultural, and architectural character of the Resource.
- vi. Little or no effort has been made to consider relocation within the same District or within another District with compatible historic, aesthetic, cultural, or design qualities with the relocated Resource.

10. Decisions. Decisions regarding application for Certificates of Appropriateness shall be based on the application, the application's compliance with this Ordinance, and the evidence and testimony presented in connection with the application.

In reviewing an application, staff and the Commission shall be aware of the importance of finding a way to meet the current needs of the property owner. The Staff and the Commission shall also recognize the importance of recommending approval of plans that will be reasonable for the property owner to carry out. Any conditions or requirements imposed shall be reasonably related to the Certificate of Appropriateness sought by the applicant.

11. Notice of Decision on Application. The Commission or staff shall notify the applicant in writing of any decision on the application within five (5) working days from the date of the decision.

12. Changes in Approved Work. Any change in the proposed work following the issuance of a Certificate of Appropriateness shall be reviewed by staff. If the proposed change does not materially affect the historic character or the proposed change is in accordance with the Commission's decision, staff may administratively approve the change. If the proposed change is not in accordance with the Commission's decision, a new Certificate of Appropriateness application for such change must be submitted for review.

B. Certificate of Economic Hardship. Prior to taking an appeal of a decision to the City Council on an application for Certificate of Appropriateness, an applicant may file an application for a Certificate of Economic Hardship.

1. Application. A Certificate of Economic Hardship application must be submitted within 30 days of the date of the hearing at which the Commission's decision on the application is announced.

2. Commission Agenda and Notice. The Commission shall schedule a public hearing within 60 working days from the receipt of the application and shall provide notice of such hearing in the same manner as for the Certificate of Appropriateness application.
3. Negotiations Prior to Certificate of Economic Hardship Hearing. During the period between receipt of the Certificate of Economic Hardship application and the Commission's public hearing, the applicant shall discuss the proposed action with staff, other City officials and local preservation organizations to consider alternatives that will avoid an economic hardship and have the least adverse effect to the Property and/or the District. Staff may request information from various City departments and other agencies in order to negotiate an alternative resolution that is in the best interest of the applicant and the City. If negotiations are successful, staff shall make written recommendations to the Commission regarding such alternatives.
4. Determination of Economic Hardship. The applicant has the burden of proving by competent substantial evidence that the Commission's decision regarding the Certificate of Appropriateness application has caused or will cause an unreasonable economic hardship. To determine economic hardship, the Commission may request the following:

 - a. Proposed construction, alteration, demolition and removal costs;
 - b. Structural and condition reports from a licensed professional with experience in assessing historic buildings;
 - c. Estimates as to the economic feasibility of rehabilitation or reuse;
 - d. Purchase price of the property, recent appraisals, assessments, and real estate taxes;
 - e. Details of any income obtained from the property and cash flows;
 - f. Status of any leases or rentals; and,
 - g. All other information considered necessary by the Commission to determine whether the property does or may yield a reasonable return to the owner.
5. Effect of Decision on Economic Hardship. The effect of denial of the application for Certificate of Economic Hardship is that the decision regarding the Certificate of Appropriateness is upheld. If the application for Certificate of Economic Hardship is granted, the Commission may issue the Certificate of Economic Hardship without conditions. Alternatively, the Commission may issue the

Certificate with conditions that will avoid the economic hardship and have the least adverse effect to the Property and the District.

C. Appeal of Certificate of Appropriateness and Certificate of Economic Hardship Decisions. Any applicant may appeal a decision of the Commission to the City Council regarding an application for Certificate of Appropriateness and/or an application for Certificate of Economic Hardship. The applicant shall file a written notice of the appeal with staff within 30 days of the date of the hearing at which the Commission's decision on the application is announced. The City Council shall place the matter on the Commission's agenda within 45 working days from the date of the written notice of appeal. The meeting at which the appeal is placed on the agenda shall be no later than 60 working days from the date of the written notice of appeal.

Consideration of the appeal by the City Council shall be de novo review. The City Council shall be required to apply the applicable standards and criteria set forth in this Code.

A decision of the City Council may be appealed to a court of competent jurisdiction within thirty (30) days after the hearing at which the decision is announced.

D. Miscellaneous.

1. Certified Local Government Review. The City Council is a Certified Local Government (CLG) approved by the Florida Department of State, Division of Historical Resources. The City Council as a CLG is required to participate in the Florida National Register of Historic Places nomination process, be involved in the Section 106 process, and is eligible to receive grants from the Certified Local Government Section of the Florida Department of State, Historical Resources Grants-In-Aid program.

2. Unsafe Buildings and Structures. Should the Building Official determine that a Historic Property or a Property within a Historic District is unsafe, the Planning and Zoning staff and Historic Resources Preservation Commission shall be notified of such findings. Within applicable laws and regulation, the Building Official shall endeavor to have the Resource repaired rather than demolished and shall take into account any comments and recommendation by the Commission. The Commission may take appropriate actions to Effect and accomplish the preservation of the Resource, including, but not limited to, negotiations with the owner and other Interested Parties, provided that such actions do not interfere with the Florida Building Codes.

In the case where the Building Official determines that there are emergency conditions dangerous to the life, health or property affecting a Historic Property or a Property within a Historic District and timely Demolition is the only course of action, the Building Official may order the Demolition and notify the Planning and Zoning Division of the impending action. In this instance, a Certificate of

Appropriateness will not be required and the Historic Resources Preservation Commission will promptly be notified of the action being taken.

3. *Waiver of Technical Requirements.* The provisions of the technical codes relating to the construction, alteration, repair, enlargement, restoration or moving of Buildings may not be mandatory for those Resources listed in the Arcadia Register of Historic Places and the National Register of Historic Places, when evaluated by a Florida registered architect or engineer and demonstrated to the Building Official to be safe and in the public interest of health, safety and welfare.

Resources or portions thereof that do not strictly comply with the Florida Building Code may be considered to be in compliance, if it can be shown to the satisfaction of the Building Official that equivalent protection has been provided or that no hazard will be created or continued through noncompliance. (Life safety and property conservation shall be provided in accordance with Chapter 11, Sections 1105 and 1106 of the 2007 Florida Building Code, or as subsequently amended).

Alterations to Resources listed in the Arcadia Register of Historic Places and the National Register of Historic Places may receive exemption from accessibility requirements. (Pursuant to Chapter 11, Section 11-4.1.7 of the 2007 Florida Building Code, or as subsequently amended, the Building Official may determine that compliance for accessible routes (exterior and interior), ramps, entrances, or toilets would threaten or destroy the historic significance of the Building, in which case the alternative requirements in Chapter 11, Section 11-4.1.7(3) may be utilized).

4. *Administrative and Commission Approval of Zoning Code Variances.* Alterations to Resources listed in the Arcadia Register of Historic Places and the National Register of Historic Places may receive variances to zoning code regulations, if such regulations would adversely impact or threaten the historic significance of the Resource. The responsibility for review and approval of an application for a variance in association for a Certificate of Appropriateness for Alterations of Resources listed in the Arcadia Register of Historic Places and the National Register of Historic Places will rest with staff, unless the corresponding Certificate of Appropriateness requires Commission action, in which case the Commission will have review and approval responsibility. Such requests for variance shall be made on a separate application, approved by the Commission. Said application fee and other applicable charges shall be established by resolution adopted by the City Council.

5. *Sustainable Building Practices.* The application of sustainable, energy efficient and green building practices to improvements associated with historic properties is encouraged whenever they are compatible with best historic preservation practices. Whenever possible, equipment such as solar panels, wind generation devices, mechanical equipment etc., should not be affixed to the building, but sited in the rear or side yard locations and fully screened with landscaping, fence

or wall. When placement upon the building is unavoidable, such equipment as well as skylights, shall be located on a non-character defining elevation or roof slope that is not visible from the street. In no instance, shall the equipment be allowed to be placed upon any character defining feature. Expedited review shall be afforded to those applicants who propose the placement of such equipment on other than the building facades or roof.

Section 11.14.05. ~~Interim Control~~ Procedures.

A. ~~Applications~~ Eligible Applicants. Applications for historic designation may be initiated by only the following:

1. Application for designation of any property as a historic structure or a historic site, or rescission of any such prior designation, may be made ~~only~~ by the owner(s) of such property.
2. Application for designation of any area as a historic district, or rescission of any such prior designation, may be made only by the owner(s) of at least fifty percent (50%) of the land area to be included in such historic district. Any application for designation as a historic district shall be accompanied by a draft historic preservation plan, which shall be reviewed concurrently with the application for designation.
3. The City Council may, upon its own motion, apply for any property to be designated as a historic structure or historic site, for any area to be designated as a historic district, or for the rescission of any previously made designations. Any City-initiated application for designation as a historic district may be accompanied by a draft historic preservation plan or such plan may be prepared by the City after final designation has been approved by the council.
4. All applications shall be made to the City Administrator, or his or her designee, who shall forward same to the Commission for hearing.
5. Only the Commission or the City Council may initiate designation of a property or district owned by the City, County, State or by an entity created by state law. For District designations, each Property shall be allotted one vote. The identity of the property owners shall be determined by the most current DeSoto County Property Tax Rolls.

B. Designation of Historic Structures, Sites, and Districts.

1. First Public Hearing. Upon receipt of an application, the Commission shall hold a public hearing to review the application and make its recommendation based upon a review of the criteria in Section 11.14.02, above. At such public hearing, the Commission shall hear all proffered testimony of interested persons and any expert witnesses and shall review any written records submitted to it. Within ten

(10) days after the close of the public hearing, the Commission shall make its recommendation, which shall be reduced to writing for formal presentation to the City Council.

2. *Second Public Hearing.* The City Council, upon receipt of a recommendation from the Commission, shall hold a public hearing, shall hear all proffered testimony of interested persons and any expert witnesses, and shall review any written records submitted to it. Within ten (10) days after the close of the public hearing, the Council shall make the final determination regarding designation or rescission, as the case may be. The Council's decision shall be in the form of a City Resolution and shall include findings of fact related to the specific criteria contained in Section 11.14.02.
3. *Public Notice.* At least ten (10) days prior to both the Commission and the Council hearings, the City shall notify the owners of record, as listed in the Office of the County Property Assessor, who are owners of property in whole or in part situated within three hundred (300) feet of the boundaries of the property or properties affected. Such notice shall include the address or general location (where no specific address is assigned) of, and a location map showing, the property(ies) or area(s) which will be discussed at the hearing. Such notice shall further include the time and place at which such public hearing shall occur.
4. *Arcadia Register of Historic Places. A Resource designated by the City Council as historic shall be listed in the Arcadia Register of Historic Places. The Register shall be updated periodically and the inventory material will be open to the public. Inventory materials shall be compatible with the Florida Master Site File and duplicates of all inventory materials will be provided to the State Historic Preservation Office. Resources listed in, or eligible for listing in the National Register or on the Arcadia Register of Historic Places, either as a Property or as a Contributing Property within a District, may be entitled to modified enforcement of the City's applicable building and zoning codes, if in accord with the Design Guidelines Handbook.*
5. *Designation Recorded.* The City Resolution making the historic designation shall be recorded in the Official Records of DeSoto County. Boundaries for historic districts and individual properties identified in the resolution shall be clearly established. The designation shall be noted in the official records of the City's Planning & Zoning and Building Departments to ensure that all City actions taken in connection with the subject property or district are taken subject to the designation.
6. *Removal of Designation.* A designation may be removed by the City Council based upon the Commission's recommendation. Such recommendation shall be based upon new and compelling evidence and evaluation of work or natural cause producing an adverse effect to a Property or District. The same guidelines and the

same procedures established for designation shall be considered for a removal of designation.

7. Designation of County, State or Other Political Subdivision Properties. County, state or political subdivision entity-owned Properties may be designated as a Property or District if such designation is not prohibited or preempted by law, or otherwise provided for in the Intergovernmental Coordination Element of the Comprehensive Plan. In the absence of prohibition, preemption, or other agreement, such other government may only avoid designation of its Property by bearing the burden of proof that public interests, on balance, are best served by avoiding such designation. Such determination shall be established by the process as set forth in this Code. Once designated, unless reversed upon appeal, such designated Property or District shall comply with and be regulated by all regulations contained in this Code.
8. Nominations to the National Register of Historic Places. As part of the duties under the Certified Local Government program, the Historic Preservation Commission shall review all nominations of local property to the National Register of Historic Places following the regulations of the State Historic Preservation Office.
 - a. Appropriate local officials, owners of record, and applicants shall be given a minimum of thirty calendar days and not more than seventy-five calendar days prior notice to Historic Preservation Commission meetings in which to comment on or object to the listing of a property in the National Register.
 - b. Objections to being listed in the National Register by property owners must be notarized and filed with the State Historic Preservation Officer. Within thirty (30) days after its meeting, the Historic Preservation Commission shall forward to the State Historic Preservation Officer its action on the nomination and the recommendations of the local officials. Appropriate local officials, the owner and the applicant shall be notified of the Commission's action.
 - c. The State Historic Preservation Officer will take further steps on the nomination in accordance with federal and state regulations. If either the Commission or the local officials or both support the nomination, the State Historic Preservation Officer will schedule the nomination for consideration by the state review board for the National Register at its next regular meeting. If both the Commission and the local officials recommend that a property not be nominated to the National Register, the State Historic Preservation Officer will take no further action on the nomination unless an appeal is filed with the State Historic Preservation Officer.

C. Adoption of and Revisions to Historic Preservation Plans.

1. Each historic preservation plan shall include a cultural and architectural analysis supporting the historic significance of the area, the specific guidelines for development within the area, and a statement of preservation objectives.
2. Concurrent with the review of any private or City-initiated application for designation of a historic district, or subsequent to the approval of such any City-initiated application, the Commission shall hold a public hearing to review and recommend action on a historic preservation plan for the area. At such public hearing, the Commission shall hear all proffered testimony of interested persons and any expert witnesses and shall review any written records submitted to it. Within ten (10) days after the close of the public hearing, the Commission shall make its recommendation, which shall be reduced to writing for formal presentation to the City Council.
3. The City Council, upon receipt of a recommendation from the Commission, shall hold a public hearing, shall hear all proffered testimony of interested persons and any expert witnesses, and shall review any written records submitted to it. Within thirty ten (~~30~~) days after the close of the public hearing, the Council shall make the final determination regarding approval of the plan. The Council's decision shall be in the form of a City Resolution and shall include findings of fact related to the specific criteria contained in subparagraph (1), above.
4. If a historic preservation plan is being reviewed concurrent with the application for designation, the notices for the public hearings for consideration of such application shall indicate as much. Otherwise, if a historic preservation plan is being reviewed separately, said notices shall be provided in the same manner as indicated in subparagraph (B)(2), above.

Section 11.14.06. Interim Control. Penalties for Violations.

No building permit shall be issued by the Building Official for alteration, construction, demolition, or removal of a nominated historic structure, a nominated historic site, or any property or structure within a nominated historic district from the date of the meeting of the Commission at which a nomination form is first presented until the final disposition of the nomination by the City Council unless such alteration, removal, or demolition is authorized by formal Resolution of the City Council as necessary for public health, welfare, or safety. In no event shall the delay be for more than one hundred eighty (180) days.

Section 11.14.07. Penalties for Violations. Recognition of Vested Rights.

A. General Penalties. It shall be unlawful for any person to violate or fail to comply with any provision of this Code or other ordinance of the city and where no specific penalty is provided therefore, the maximum penalty which may be imposed upon any person who shall be adjudged to have violated any provision of this Regulation or other ordinance of the city shall be a fine not exceeding five hundred dollars (\$500.00) or a term of imprisonment not in excess of sixty (60) days, or by both such

fine and imprisonment; provided, however, that this section shall not conflict with any penalties imposed for any offense under the laws of the State of Florida, and no penalty for violation of these Regulations or any ordinance of the city shall exceed the maximum penalty provided for the violation of a comparable state law. Each day any violation of any provision of this Code or any other ordinance of the city shall constitute a separate offense. In addition to any penalty provided herein, the person or organization may be subject to any other penalty as provided in the city's Code of Ordinances, or as otherwise provided by Florida law.

B. *Time.* Whenever the judgment of a court of appropriate jurisdiction shall, under any of the ordinances of the city, adjudge a person to pay a fine, or a fine and costs of prosecution, such judgment shall also provide a period of time for which such person shall be imprisoned in default of the payment of the same.

C. *Imprisonment.* Whenever the sentence shall be one of both fine and imprisonment, it shall also provide for an additional period of imprisonment, for which such person shall be held in default of payment of the fine and/or costs of prosecution imposed. Such additional period shall commence to run from the expiration of the other period of imprisonment fixed by the sentence, provided that in no case shall the imprisonment for failure to pay a fine, or fine and costs, together with any other imprisonment in the same case, exceed the period of six (6) months. Nothing in this section shall exempt a prisoner from being put to labor during the period of such additional imprisonment.

D. *Civil Enforcement.* In case any building or structure is erected, constructed, reconstructed, altered, repaired, or maintained, or any building, structure, land, or water is used in violation of this Code or any ordinance or other regulation made under authority conferred hereby, the authorized city official, in addition to other remedies, may institute any appropriate action or proceedings in a civil action in the circuit court to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use and to restrain, correct, or abate such violation to prevent the occupancy of said building, structure, land or water, and to prevent any illegal act, conduct of business, or use in or about such premises.

E. *Stoppage of Work.* Failure to comply with any city approved development order or development permit, or any applicable city ordinance or land development code may result in an order to stop work from the authorized city official. Damage to public property resulting from work performed may result in a stop work order if a threat exists to the health and safety of the public.

~~Any person or persons violating any provision of Section 11.14.00, and its subsections, shall be fined up to two hundred fifty dollars (\$250) for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the City Administrator, the Building Official, or any Code Enforcement Officer of the City.~~

Section 11.14.08. Definitions. ~~Severability.~~

Any definition set forth in 36 C.F.R. Part 60 (the then-current Code of Federal Regulation, as may be amended from time to time) shall be included in the definition for such term (and shall control to the extent there is a conflict of meaning), or as an additional definition, if such term is not otherwise defined:

Alteration - Any construction or change of a resource.

Arcadia Register of Historic Places - An official listing maintained by the city of all historic properties and historic districts so designated by these Regulations.

Building(s) - A construction designed to stand permanently and created principally to shelter any form of human activity.

Certificate of Appropriateness - A document evidencing approval by the City Council for work proposed by an applicant.

Certificate of Economic Hardship - A document evidencing approval by the City Council of an application for economic hardship as that term is defined in this Code.

Certified Local Government (CLG) - A local government approved by the Florida Department of State, Division of Historical Resources, to perform certain historic preservation functions.

Commission - The Arcadia Historic Preservation Commission (HPC).

Contributing Property - A property that contributes to the historic significance of a historic district by location, design, setting, materials, workmanship, feeling, and association and thus adds to the district's sense of time, place, and historical development.

Demolition - Any act or process that partially or totally destroys a resource.

Design Guidelines Handbook - Document utilized by the city which illustrates examples of design features, historic styles and treatment options which preserve the historical, cultural and architectural character of a historic district or property.

District - see "Historic District" below.

Economic Hardship - An onerous, extreme and exceptional economic burden that would be placed upon a property owner by the denial of an application for a certificate of appropriateness or by the imposition of conditions placed on the granting of such certificate.

Effect - A change in the quality of the historical, architectural, archeological or cultural significance of a property or district, or in the characteristics that qualify the property or district as historically important.

Florida Master Site File - An archive and database of all known archaeological and historical sites and districts recorded within the State of Florida that is maintained by the Florida Department of State Division of Historical Resources and is organized alphabetically by county and numerically, as recorded.

Historic District - A geographically definable area designated by the City Council as possessing a significant concentration, linkage, or continuity of properties united historically or aesthetically by plan or physical development.

Historic Properties - Those properties designated by the City Council as being of historical, cultural, architectural or archaeological importance.

National Register of Historic Places - The official federal list of historic districts, sites, buildings, structures, and objects significant in American history, architecture, landscape architecture, engineering, archaeology, and culture. Authorized under the National Historic Preservation Act of 1966, and by 36 C.F.R. 60 as each may be amended from time to time, and maintained by the U.S. Department of the Interior.

HPC - see "Commission" above.

Non-Contributing Property - A classification applied to a property within a historic district signifying that it does not contribute to the qualities that give the historic district cultural, historical, architectural, or archaeological significance as embodied in the criteria for designation of a district, but which because of its location within a district should follow the review procedures required by these Regulations.

Object - A primarily artistic item closely linked to the history of the property. Said item is typically relatively small in scale and simply constructed, such as a statue, milestone, statuary, or fountain.

Property - Area of land containing a single historic resource or a group of resources, which may include any part of a building, site, structure, object, or district.

Reconstruction - The process of reproducing by new construction the exact form and detail of a demolished property as it appeared at a certain point in time.

Rehabilitation - The process of repairing or altering a property so that an efficient, sustainable and appropriate contemporary use is achieved, while preserving those significant historical, architectural, or cultural features which establish the character of the property.

Relocation - Any change of the location of a building, structure or object from its present setting to another setting.

Resource - A building, site, structure, object, or district that reflects historical, archaeological, or cultural significance.

Restoration - The process of accurately recovering the form and details of a property as it appeared at a particular period of time, which may involve the removal of later additions or alterations, or the replacement of missing features.

Secretary of the Interior's Standards for Rehabilitation - A federal document set forth in 36 C.F.R. 67, as amended from time to time, which provides guidance on the sensitive rehabilitation of a historic property.

Setting - The physical environment of a property, including all landscape elements.

Site - The location of an event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archaeological value regardless of the value of any existing structure.

Structure(s) - A combination of materials to form a construction, generally used to distinguish from buildings those functional constructions made for purposes other than creating human shelter. (For example, a bridge, wall, fence, pond).

Section 11.14.09. Ordinances Not Affected by Regulation.

Nothing in this Code or the ordinance adopting this Code shall be construed to repeal or otherwise affect the validity of any of the following when not inconsistent with this Code:

- A. Any ordinance promising or guaranteeing the payment of money for the city, or authorizing the issuance of any bonds of the city or any evidence of the city's indebtedness;
- B. Any appropriation ordinance or ordinance providing for the levy of taxes or for a budget;
- C. Any ordinance annexing territory to the city or excluding territory as a part of the city;
- D. Any ordinance granting any franchise, permit or other right;
- E. Any ordinance approving, authorizing, or otherwise relating to any contract, agreement, easement, deed or other instrument;
- F. Any administrative ordinance not inconsistent with this Regulation;

G. Any ordinance dedicating, naming, establishing, locating, relocating, opening, paving, widening, vacating or repairing any street or public way or lawfully established bulkheads or bulkhead lines;

H. Any ordinance regulating, restricting or prohibiting traffic on particular streets or in particular localities;

I. Any ordinance prescribing the street grades of any street in the city;

J. Any ordinance providing for local improvements or making assessments therefore;

K. Any ordinance dedicating or accepting any plat or subdivision in the city;

L. Any ordinance zoning or rezoning specific property;

M. Any ordinance providing for the compensation of officers and employees; and

N. Any temporary or special ordinance.

All such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length herein.

Section 11.14.10. Recognition of Vested Rights.

Nothing in Section 11.14.00, and its subsections, shall be deemed as an attempt to abrogate any vested right any property owner may have acquired prior to the effective date of the Ordinance by which these provisions were adopted. Any property owner who believes these provisions infringe upon any vested right shall indicate same upon the first application for any permit or approval (including without implied limitation any building permit or Certificate of Appropriateness) for any construction, reconstruction, alteration, or demolition to occur on any property regulated hereunder.

Section 11.14.11. Severability.

If any provision of Section 11.14.00, and its subsections, or the application thereof, to any person or circumstances is held invalid, the remainder of this Code and the application of such provisions to other persons or circumstances shall not be affected thereby."

SECTION 3. Amendment of the Unified Land Development Code of the City of Arcadia. Section 13.06.00 "Historic Preservation Commission" of the Unified Land Development Code of the City of Arcadia is hereby amended as follows:

"Section 13.06.00. Historic Preservation Commission.

A. *Terms and Definitions.* See Section 11.14.08 for all applicable terms and definitions which pertain to the regulations and standards contained herein.

B. *Establishment, Composition and Terms.* The Historic Preservation Commission shall consist of seven (7) members who shall be appointed by the City Council. Members need not be residents or owners of businesses that are within the city, but preference shall be given to individuals who reside or have a principal place of business in the city. Where possible, a minimum of two (2) members shall be chosen from among the disciplines of architecture, history, architectural history, archaeology, landscape architecture or planning. A minimum of three (3) additional members of the Commission shall be experienced in the areas of commercial development, real estate, banking or law. The two (2) remaining members shall be citizen members at large. The two (2) alternate members shall be from any of the foregoing professions or citizen members at large. All members shall have demonstrated a special interest, experience or knowledge in historic preservation or closely related disciplines.

Members of the Commission shall serve three (3) year terms. Of the initial appointments, four (4) members shall be appointed for a term of three (3) years and three (3) members shall be appointed for a term of two (2) years. Vacancies on the Commission, including expired terms, shall be filled within sixty (60) days by persons with the same background as the original appointee, or related field, in order to maintain the desired Commission makeup.

The Commission shall hold a minimum of four (4) meetings per year at regular intervals. All meetings of the Commission shall be publicly announced and will have a previously advertised agenda. The meetings shall be open to the public.

Persons serving on the Commission are encouraged to attend educational meetings or workshops to develop a special interest, expertise, experience or knowledge in preservation, architecture, or quasi-judicial boards.

C. *Procedures and Quorum.* The Commission shall conduct itself in accordance with the State of Florida's Government in the Sunshine Law, section 286.011, *Florida Statutes*, and adopt rules of procedures, subject to any limitations prescribed by law. The rules of procedures shall be available for public inspection upon request. Four (4) members shall constitute a quorum for the transaction of business.

The Commission shall select a chairman and other officers and shall prescribe their duties and powers. Planning and Zoning staff shall attend all meetings, acting in an advisory capacity and participating fully in Commission discussions, but having no right to vote. The Commission shall keep minutes of its proceedings, record the vote on each question and keep records of its discussions, recommendations and other official actions. Summary minutes will be prepared and made available to the public after adoption by the Commission.

D. Removal. Any member of the Commission may be removed by majority vote of the City Council.

E. Powers and Duties of the Commission. The Commission shall have the following powers and duties within the incorporated city limits of Arcadia, Florida:

1. To recommend to the City Council the following:
 - a. Nomination of properties and districts to the National Register of Historic Places, as a required duty of being a certified local government.
 - b. Nominations of properties and districts to the Arcadia Register of Historic Places.
 - c. Adoption, modification, or replacement of a Design Guidelines Handbook.
2. To hold public hearings and to approve or deny applications for certificates of appropriateness or certificates of economic hardship affecting proposed or designated properties or properties within districts;
3. To advise and assist owners of properties on physical and financial aspects of preservation, renovation, rehabilitation and reuse, and on procedures for inclusion in the National Register of Historic Places;
4. To call upon available city staff members as well as other experts for assistance and/or technical advice;
5. To authorize a member of the Commission to testify before a board or commission on any matter affecting historically, culturally, archaeologically, and architecturally significant properties and resources;
6. To confer recognition upon the owners of properties and districts by means of certificates, plaques or markers;
7. To recommend amendments or changes to this Code;
8. To inform and educate the citizens of the city concerning the historic, cultural, archaeological, and architectural heritage of the city; and
9. To participate in survey and planning activities of the Certified Local Government;
10. To coordinate with the State of Florida's Division of Historical Resources Certified Local Government program by satisfying the following requirements:

- a. The State Historic Preservation Officer shall be given thirty (30) calendar days prior notice of all meetings and within thirty (30) days following such meetings shall be provided with the minutes and record of attendance of the Commission and the public.
- b. The State Historic Preservation Officer shall be notified of any change of Commission members within thirty (30) days of their appointment.
- c. Notify the State Historic Preservation Officer immediately of all new historic designations or alterations to existing designations.
- d. Submit amendments to this Code to the State Historic Preservation Officer for review and comment at least thirty (30) days prior to adoption.
- e. Submit an annual report by November 1 covering activities of the previous October 1 through September 30 and shall include the following information:
 - i. A copy of the Rules of Procedure;
 - ii. A copy of the Historic Preservation Ordinance;
 - iii. Resumes of the Historic Resources Preservation Commission members;
 - iv. Changes to the Historic Resources Preservation Commission membership;
 - v. New local designations and National Register listings;
 - vi. A review of survey and inventory activity with a description of the system used;
 - vii. A program report on each grant-assisted activity; and
 - viii. Number of projects reviewed.

11. To undertake any other actions or activity necessary or appropriate to the implementation of its powers and duties or to implementation of the purpose of this Code.

12. To undertake any responsibilities complementary to those of the State Historic Preservation Office.

~~A Historic Preservation Commission is hereby created. The City Council, in its discretion, may constitute a separate Commission to sit in this capacity or may appoint the Local Planning Agency for the City to serve in this capacity. If a separate body is~~

~~constituted to serve in this capacity, the membership shall consist of at least seven (7) members and shall be comprised as follows, if available in the community: at least one member shall be a registered architect; at least one member shall be a historian; at least one member shall be a licensed real estate broker; all members shall have a known interest in historic preservation; and all members shall be citizens of Desoto County. The Commissioners shall be appointed by majority vote of the City Council. The City Administrator, or his or her designee, shall provide any necessary clerical or administrative support for the Commission.~~

~~The Commission shall have the power, subject to Section 11.14.04, to recommend the designation of historic structures, historic sites, and historic districts within the city limits. Final designations shall be made by the City Council. Such recommendations and final designations shall be made based on the criteria contained in Section 11.14.02. Once designated, such historic structures, historic sites, and structures and sites within historic districts shall be subject to all the historic preservation provisions contained under Section 11.14.00 and its subsections."~~

SECTION 4. Codification. The publisher of the City's Code of Laws, the Municipal Code Corporation, is directed to incorporate the amendments included in Section 2 and Section 3 above into the Unified Land Development Code of the City of Arcadia.

SECTION 5. Severability. If any section, sentence, clause, or other provision of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or provision shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance.

SECTION 6. Effective Date. This ordinance shall be effective immediately upon final passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this
__ day of _____, 2016.

CITY OF ARCADIA, FLORIDA

Susan Coker, Mayor

ATTEST:

By: _____
Penny Delaney, City Clerk

Passed on First Reading the ____ day of _____, 2016

Passed on Second Reading the ____ day of _____, 2016

Approved as to Form:

Thomas J. Wohl, City Attorney

AGENDA No. 15



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 7, 2016

DEPARTMENT: Administration
SUBJECT: Florida League of Cities (FLC) Voting Delegate Selection

RECOMMENDED MOTION: Motion to appoint _____ as the City of Arcadia voting delegate for the upcoming 90th Annual Florida League of Cities Conference.

SUMMARY:

- The FLC will hold its annual conference in Hollywood, FL August 18-20 2016.
 - Election of FLC leadership and adoption of resolutions are undertaken at the conference.
 - While all elected officials may attend the conference, only one elected official from each municipality will vote on decisions that determine the direction of the League.
 - The city must vote to select its voting delegate.
 - Prior to the conference, the FLC must receive a letter from the City identifying its chosen voting delegate.
-

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

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

Department Head: _____ Date: _____

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

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

City Administrator: Terry Stewart  Date: 5/27/16

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



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 17, 2016

SUBJECT: 90th Annual FLC Conference – *Florida Cities: United & Strong*
VOTING DELEGATE INFORMATION
August 18-20, 2016 – Diplomat Resort, Hollywood

As you know, the Florida League of Cities' Annual Conference will be held at the Diplomat Resort, Hollywood, Florida on August 18-20. The theme for this year's conference is *Florida Cities: United & Strong*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2015.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 12, 2016.**

Attachments: Form Designating Voting Delegate

President **Matthew D. Surrency**, Mayor, Hawthorne

First Vice President **Susan Haynie**, Mayor, Boca Raton • Second Vice President **Gil Ziffer**, Commissioner, Tallahassee

Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**90th Annual Conference
Florida League of Cities, Inc.
August 18-20, 2016
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Important Dates

May 2016

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2016

Appointment of Resolutions Committee Members

July 12th

Deadline for Submitting Resolutions to the League office

August 18th

Policy Committee Meetings
Resolutions Committee Meeting
Voting Delegates Registration

August 20th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session