



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

**TUESDAY, JUNE 16, 2015
6:00 P.M.**

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

CONSENT AGENDA

1. City Council Minutes for June 2, 2015 (Penny Delaney – City Clerk)
2. City of Arcadia Municipal Airport Report (Penny Delaney – City Clerk)
3. Special Event Permit – Special Olympics (Carl McQuay – Code Enforcement Officer)
4. Special Event Permit – (Carl McQuay – Code Enforcement Officer)

ACTION ITEMS

5. Request for Use of Speer Center for Children’s Summer Day Camp – Shasta Grimes, City Resident
6. Request Regarding Certificate of Appropriateness at 216 E. Oak Street (Beth Carsten – Interim City Administrator)
7. Request Regarding Certificate of Appropriateness at 421 W. Effie Street (Beth Carsten – Interim City Administrator)
8. First Reading – Ordinance No. 1006 Repealing Ordinance 70-4; Swimming in Peace River (City Attorney – T.J. Wohl)
9. Contract for McSwain Park Improvements (Beth Carsten – Interim City Administrator)
10. City Administrator Employment Agreement (City Attorney – T.J. Wohl)

COMMENTS FROM DEPARTMENTS

11. City Marshal
12. City Attorney
13. Finance Director
14. 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



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 16, 2015

DEPARTMENT: Administration
SUBJECT: Minutes from June 2, 2015

RECOMMENDED MOTION: Council Approval

SUMMARY:

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

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

Department Head: Penny Delaney Date: 06/16/15

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Date:

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, JUNE 2, 2015
6:00 P.M.**

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

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

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

Arcadia City Council

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

Councilmember Susan Coker
Councilmember S. Delshay Turner

Arcadia City Staff

Interim City Administrator Beth Carsten
City Attorney TJ Wohl

City Clerk Penny Delaney
Marshal Matt Anderson

PRESENTATION

Agenda Item 1 – Fred Lewis – 35 Years of Employment

Mayor Wertz-Strickland presented Fred Lewis with a plaque commemorating his thirty-five (35) years of service to the City of Arcadia.

CONSENT AGENDA

Agenda Item 2 – City Council Minutes for April 14, 2015

Agenda Item 3 – City Council Minutes for May 15, 2015

Agenda Item 4 – City Council Workshop Minutes for May 19, 2015

Agenda Item 5 – City Council Minutes for May 19, 2015

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

ACTION ITEMS

Agenda Item 6 – Council Chamber Dedication

Councilmember Fink stated they only have, in his knowledge of the history of the City, three (3) members of Council in recent time that have attained twenty (20) years or twenty (20) years plus of service as Council Members. He felt that was due service that should be honored. He stated one (1) member who had achieved a twenty (20) year mark had the water plant named after him and he made a motion to name the Council Room after Dr. Roosevelt Johnson and Mr. Robert W. Heine. Councilmember Turner seconded the motion. Deputy Mayor Frierson stated that before names were placed on a public building, public room or street, she felt there should be a process. She stated she felt the public should have input and stated that privately, there was considerable backlash on the naming of the water plant and the process that was done concerning it. Councilmember Fink stated until they have a way of doing it, he didn't see how honoring two (2) of the longest serving Council Members in the history of the City is anything but something that should be happening. Mayor Wertz-Strickland suggested they table the agenda item to allow Council Members a chance to brainstorm and figure out a way to handle it. No discussion followed and the vote was 2/3, with Mayor Wertz-Strickland, Deputy Mayor Frierson and Councilmember Coker casting the dissenting votes. Mayor Wertz-Strickland asked if there was a motion to continue it and there was not one.

Agenda Item 7 – Request for Acceptance of Bid for McSwain Park Improvements – Phase I

The Interim City Administrator stated that this subject had been discussed for some time. She advised the McSwain Park renovations started back in 2012 when Mosaic donated \$500,000.00 for the improvements. She further advised it had gone out to bid three (3) times. The first two (2) times, it came back much higher than the \$500,000.00 so with the last bid, they were able to re-design it and get it much closer to the \$500,000.00 mark and it came in at \$577,000.00 which is \$77,000.00 over the amount that the City received from Mosaic. She stated that Dean Crowley who was the low bidder in the project and Bart Arrington of Mosaic, who has been very instrumental in the planning of it, were in attendance. Ms. Carsten also pointed out that there were also people in attendance from Leadership DeSoto and she stated that it all started with a Leadership DeSoto class. She recommended that the Council accept the bid as it is. She stated that Mr. Crowley had provided suggestions on how to lower it a little if Council chooses to do so. She advised that after talking with Mr. Arrington and the designers, if they were going to cut anything out, they could cut out Twenty Thousand and 00/100 Dollars (\$20,000.00) which would be maintenance for the lawn and the irrigation, but the rest really needed to stay in. Bart Arrington introduced himself and advised Mosaic's local address was 222 E. Oak Street, and Dean Crowley stated that he was President of Crowley Services and his address was 3301 Whitfield, Sarasota, Florida. There were numerous questions from Council Members regarding the interactive fountain and the water and maintenance provided for such, insurance rates, possible accidents, increase in liability insurance, warranties and the expected amount of time it would take for the maintenance and Mr. Arrington and Mr. Crowley answered each question. Mayor Wertz-Strickland asked for a motion and no one made one. Councilmember Fink felt the Council needed to re-think the options because the Council had

dramatically changed. He stated that the new Council should look at it and see if it was feasible through maintenance and liability to make the improvements or to look at portions of it.

At this point, County Resident Danyiell Blosser; Mary Kay Burns, the administrator of the Health Department, a past President of the Chamber and the founder of Leadership DeSoto; City Residents Gary Frierson and Janie Watson addressed Council with their concerns regarding the hard work that had gone into the project and the previous Council's decision. Council was encouraged to go back and read the previous Council's decisions and a reference was made regarding all the leaders who had spent time, money and effort in support of the project. Mayor Wertz-Strickland passed the gavel to Deputy Mayor Frierson and made a motion that the City enter into this phase of work with Mr. Crowley and the amount of \$44,060.00 be taken off and Deputy Mayor Frierson seconded the motion. Councilmember Fink stated that it was not that anyone did not want it to go through, but he felt they needed to know where the money was going to come from before they voted on it and he wanted to know what it was going to cost the City totally. After further discussion regarding costs associated with the project, Ms. Carsten advised that the City had \$372,000.00 set aside in the capital improvement fund and money had been used to pay toward a police car at the beginning of the year, paving at Baldwin and Glendora, and downtown work. She advised there was \$155,000.00 remaining in the fund and she felt it could come from there. She stated that this was money that was budgeted and the City was collecting on from their surtax money. Councilmember Coker stated they were a new Council and stated they were not trying to cancel any contract that was made previously, but instead were trying to understand what the contract was. Mayor Wertz-Strickland stated that she would need to revise her motion because money for the tree removal would have to be taken off of the \$44,060.00 and her motion would be for \$545,000.00 and Deputy Mayor Frierson stated she still seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 8 – FAA Meeting Update

The Interim City Administrator advised that Mr. Moon, the City Attorney and she had met with the FAA to discuss issues at the airport specifically whether there was a monopoly that would hurt the City's future or past grant funding. She advised that she had provided information in their packets regarding the questions that were addressed and one (1) thing the FAA was very specific about was that any requirements had to be reasonable and justifiable. Ms. Carsten informed the Council that the FAA had suggested that if the Council felt comfortable with what they have, then they were fine with the language as it is, but they suggested that it either be in writing, such as documented in the minutes of a meeting, or if Council didn't feel comfortable with what they had, then they could take it back to the advisory committee or have staff look to see what other airports are doing or what other FBO's require. The City Attorney added that after they had accomplished the task of addressing the potential monopoly and the grant assurance issues, the FAA seemed genuinely interested in what Arcadia Airport was up to and he felt it was a very productive meeting. Michael Moon of Hanson Professional Services stated that in the discussion with the FAA, one of the things that were discussed about the 6,000 sq. ft hangar was the amount of space it would reasonably take somebody to be able to provide all the services the minimum standards required such as storage of aircraft, maintenance of aircraft, etc. He advised when they had walked through that with the

FAA, they agreed that 6,000 sq. ft. was probably about the minimum you could get away with and be an FBO. Mr. Moon stated the FAA's number one (1) concern was if somebody else came in, everybody be made to meet the same standard for the same type of operation. He also stated that he was happy to report that Hanson had the survey done and hope to have the ALP and the draft document out to them this week. Deputy Mayor Frierson commended Mr. Moon, Ms. Carsten and Mr. Wohl for the day's work regarding the meeting. She stated she hoped the rumors and misinformation could be put to rest and they could proceed with getting a contract with the FBO applicant. Mr. Moon thanked the Deputy Mayor and stated that it was a very productive meeting and was money well spent that will pay dividends in return. The City Attorney stated that the Council could direct to ask the advisory council to have a meeting and bring their chairman back to give a basis behind the 6,000 sq. ft, but he wasn't sure that the Council really needed to. It seemed common consensus to not give that directive.

Agenda Item 9 – City Administrator Agreement

The City Attorney advised that they had come to a final decision regarding the language in the City Administrator agreement. Mr. Wohl advised that Mr. Stewart did not want to start until June 15, 2015 and since the final document wasn't available until about lunchtime that day, they thought it would be better for him (Mr. Wohl) to meet with each Council Member to review the document and field any questions and allow Council to take the document home and review further. Mr. Wohl stated it could be placed on the next agenda which would allow the public to take a look at it and pose any questions that they may have. He stated that for those reasons, Mr. Stewart and he thought it would be better to put this off until the June 16, 2015 meeting. Deputy Mayor Frierson stated that she appreciated the extra time to work on it. The City Attorney advised that they could not contact the Mayor to ask her any questions regarding the negotiations, but for them to feel free to call him or send an e-mail with any questions and he could relay the dialogue between them and Mr. Stewart.

COMMENTS FROM DEPARTMENTS

Marshal Anderson provided the Police Department's monthly report and stated that he was there to address any questions or concerns that the City Council or the general public may have and there were none. He advised that there had been information placed in their boxes regarding an issue that had arisen that involved a vehicle having to be towed by Able Towing. He explained the issue at hand and advised that the City had been charged for two (2) tow trucks. He explained what led up to the reason for two (2) tow trucks and his response to said invoice which included his provision to the towing service of the ordinance that addresses towing. He advised he just wanted to inform Council in the event they were approached regarding this issue.

Marshal Anderson also advised that Robert Blank had contacted the Governor's Office, the Attorney General's Office and the ACLU regarding the Marshal's removal from office due to his lack of enforcement of a parking violation. He reminded Council that this was the issue that he had brought before them in the past and he went into detail of the issues that he was faced with regarding parking in the area where the complaint had arisen. He advised the only two (2) options he could come up with was to move the sidewalk back closer to the curb which he did

not think was feasible or they could measure the road to see if it is wide enough for off-street parking and he stated that he did not think it was wide enough for such. No decision was made as to how to handle the issue and the City Attorney stated that potentially measuring the street might afford a solution. Marshal Anderson stated that they would have to look to see if there is a City ordinance to see how wide a street has to be to have off-street parking.

The City Attorney advised that he had no issues to bring before the City Council.

The Interim City Administrator referenced the May 17, 2012 fire inspection letter regarding the code violations at the airport. She advised that this had been going on with several previous City Administrators and she had met with the fire inspector and they had reviewed the letter to decide what issues still remained. Ms. Carsten stated that they were able to take quite a few things off the list because some of the uses of the buildings had changed so they were no longer issues. She stated that she was waiting for the fire inspector to send a finalized list of everything. Ms. Carsten stated that the fire inspector suggested that they make a priority list and stated that the County would work with the City, as long as they saw some forward motion and saw some things getting done. She asked the City Council for their permission to contact a building contractor to give quotes to get an idea of what this will cost which would aid in preparing a priority list. She advised this would help the City regarding working on the leases because certain things will fall to the tenants. Deputy Mayor Frierson asked if it would be beneficial to have Mr. Moon present during the inspections or conversations and Ms. Carsten agreed to have him involved. Deputy Mayor Frierson made a motion to have Ms. Carsten proceed and she could discuss with Mr. Moon if he needs to come and Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

The Interim City Administrator addressed the airport appraisal that spelled out the fair market values which had been provided to City Council and stated that this was one thing that the FAA was very adamant about that they do not create a monopoly as long as the City rents everything at the airport at fair market value. She stated this was something the City Attorney needed as they proceeded with the leases so they would know what to use for those numbers. Deputy Mayor Frierson stated she could not make a comment on it because she just received the appraisal that day. Councilmember Fink stated that he would like to look at it first. Ms. Carsten asked if they wanted to schedule a workshop or place it on the next agenda. Deputy Mayor Frierson stated that she felt the Council would go with the appraisal because a professional had done it. The City Attorney stated he would bring a lease back with the appraised values before Council.

Ms. Carsten provided an update regarding Bridle Path. She advised that all the paving was completed and they were cleaning up the sides of the road and getting ready to lay the sod. She stated that AJAX Paving would be back in about two (2) weeks to finish Glendora and Baldwin and at that time, there would be a walk-through to discuss any remaining issues. She pointed out that the original quote for the three (3) roads (Glendora, Baldwin and Wilson) came in at \$109,294.00 and they actually threw in another road and made a change to Baldwin that saved the City money and they actually came in at \$705.00 less than the original quote.

She advised she had contacted Tim Backer regarding the old fire truck and he is having a hard time getting the numbers and she was hoping he may be on the next agenda.

Ms. Carsten informed the Council that there would be a mediation on June 4, 2015 regarding the Minnear case and the attorneys have asked that she be present. Ms. Carsten stated the insurance council will be the one who sets the amount of settlement. The City Attorney stated that it would be a conditional settlement (if there is a settlement) and then it would come back to Council for a shade meeting and usually that same day, later at a Council Meeting, the settlement would be approved.

PUBLIC

City Resident Charles Conklin commented that he felt Ms. Carsten had done a great job with the Bridle Path project. He said the only thing the Marshal may have to worry about was speeding.

Marshal Anderson approached Council again to advise that speeding was an issue in the Bridle Path Subdivision and there was no place to park their cars to catch speeders. Therefore, he informed Council that speed bumps would be placed in the area and provided the locations of where they would be placed.

MAYOR AND COUNCIL REPORTS

Councilmember Coker advised that she was the keynote speaker at the Memorial Day Ceremony and that there had been a good turnout for the event. She encouraged citizens to support such events.

ADJOURN

Councilmember Coker made a motion to adjourn and Deputy Mayor Frierson seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Having no further business at this time, the meeting was adjourned at approximately 7:43 P.M.

ADOPTED THIS ___ DAY OF _____, 2015.

By:

Judy Wertz-Strickland, Mayor

ATTEST:

Penny Delaney, City Clerk

AGENDA No. 2



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 16, 2015

DEPARTMENT: Administration
SUBJECT: City of Arcadia Municipal Airport Report

RECOMMENDED MOTION: Council Approval

SUMMARY:

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

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

Department Head: _____ Date: _____

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

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

Interim City Administrator: Beth Carsten _____ Date: 06/16/15

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



City of Arcadia Municipal Airport

Flowage & Hangar Rent Report- May 2015

To: City Council

From: Shelley Peacock

AVFuel has been out	<i>zero dollars collected</i>
Hangar Rent \$	\$ 5,022.22/100%
Tie Down Fees- 4	\$ 20.00/100%
Vehicle Parking	.00/0

(2- Vehicles parked in parking lot more than a month- zero charge)

Total airport funds collected **\$ 5,042.22**

April 6,509.93

Special notes:

A2 has not paid. 241.88

A8 has not paid. 241.88

F- hangar 321.00

Total Not collected \$804.76

AGENDA No. 3



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 16, 2015

DEPARTMENT: Code Enforcement

SUBJECT: Special Olympics of Desoto County Games and Golf Event

RECOMMENDED MOTION:

Approval

SUMMARY: Special Olympic of Desoto County is requesting to use the Arcadia Golf Course putting green and driving range on June 24, 2015 from 10:00 am to 12:00 pm. Special Olympic Athletes will be participating in golf skills. There will be putting, chipping and longest drive skill events. All events will be contained to the driving range and the putting green.

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

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

Department Head: Carl A. McQuay Date: 06/03/15

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Beth Carsten Date:

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

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 Flea Markets Walk-a-Thons Tournaments Concerts Races of the Bands	Rats Expo's Parades Pony Rides Car Shows Fireworks Displays	Carnivals Tent Sales Road Races Petting Zoos Boat Shows Public Gatherings
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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 the following information detailing:

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

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

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

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

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

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

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

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

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



Signature of Applicant/Event Sponsor

5/26/15

Date

LARRY DANIELL

PRINTED Name of Above

352-243-9536

Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 5/29/15

Event Name Special Olympics Florida DeSoto County County Games

Event Location Arcadia City Golf Course (Golf)

Date(s) of Event 6/24/15 Hours of Event 10AM - NOON

Expected Attendance 40

Event Sponsor Special Olympics Florida DeSoto County Non-Profit? YES NO

Description of Event Special Olympics Athletes will participate in golf skills of long and short putt, wood-shot, iron shots, pitch and chip shot. All will be ground practice putting green and driving range.

SAFE
Michelle
Braxton

Contact Person Ken Clark Telephone (363) 494-6682

Fac # _____ Email kclark@strato.net or desotocounty specialolympics@gmail.com

Insurance Carrier American Specialty

Insurance Agent René Waterson Agent's Phone 1-800-245-2744

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

If Yes, please specify locations: sign banners and special olympics sign

Other Pertinent Information: _____

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

Received by: _____ Date: / /

City Marshal Approved Disapproved

City Administrator Approved Disapproved

City Council Approved Disapproved

Aug 1

INDEMNIFICATION & HOLD HARMLESS

I, LARRY DANIELL, as COO of

Special Olympics Florida, Inc. do hereby agree to hold the City of Arcadia,
(Club, organization, group, etc)

its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the 50 Desoto County Come to

be held at Arcadia City Golf Course on 6/24/15 except as may result from the sole negligence or willful misconduct of the released parties.

By: [Signature]
(Signature)

Printed Name: LARRY DANIELL

Entity Name: Special Olympics Florida, Inc.

Its: COO

Date: 5/26/15

STATE OF FLORIDA

COUNTY OF Lake

Sworn to and subscribed before me this 26 day of May, 2015, by Larry Daniel as COO of Special Olympics FL who [] is personally known to me or [] has produced _____ as identification.

[Signature]

NOTARY PUBLIC

(SEAL)



Laura Poe
Notary Public, State of Florida
My Comm. Expires 06/02/18
Commission No. FF 124825

AXIS 8000(08/10)	CERTIFICATE OF INSURANCE	05/27/2015
PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Boulevard, Suite 100 Fort Wayne, Indiana 46804		<small>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.</small>
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: 1001225520

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	PHPK1262710	12/31/2014 12:01 a.m.	12/31/2015 12:01 a.m.	Each Occurrence	1,000,000
					Personal and Advertising Injury	1,000,000
					Products-Completed Operations Aggregate	1,000,000
					General Aggregate	5,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded
A	AUTO	PHPK1262710	12/31/2014 12:01 a.m.	12/31/2015 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.
- The Certificateholder is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form PI-AM-002-Additional Insured-Certificateholders, as respects to the SPECIAL OLYMPICS FLORIDA, SOFL AREA GAMES,GOLF - DESOTO COUNTY AT ARCADIA CITY GOLF COURSE on June 24, 2015.
- 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.

<p>CERTIFICATE HOLDER</p> CITY OF ARCADIA ATTN: C. MCQUAY	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> 

AGENDA No. 4



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 10, 2015

DEPARTMENT: Code Enforcement
SUBJECT: Enrichment Summer Camp Fishing Clinic

RECOMMENDED MOTION:
Approval of event

SUMMARY: : Friendship Missionary Church Boys Enrichment Summer Camp is requesting to hold a fishing clinic at Lake Katherine on July 8, 2015 from 8:00 am to 2:00 pm. Boys Enrichment Summer camp is joined with The Men of God making a difference in the lives of at risk boys in our community.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay Date: 06/10/15

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Beth Carsten Date:

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

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 | Battles of the Bands |
| Flea Markets | Expos | Concerts |
| Walk-a-thons | Parades | Tournaments |
| | Pony Rides | |
| | Car Shows | |
| | Fireworks Displays | |
| Carnivals | | |
| Tent Sales | | |
| Road Races | | |
| Petting Zoos | | |
| Boat Shows | | |
| 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.

Rev. Louis Anderson

Signature of Applicant/Event Sponsor

6/10/15

Date

Rev. Louis Anderson, Jr

PRINTED Name of Above

941-456-9307

Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 6/10/15
Event Name: Enrichment Summer Camp
Event Location: Lake Katherine
Date(s) of Event: July 8-9, 2015 Hours of Event: 9 A.M. - 2:00 pm
Expected Attendance: 20-50
Event Sponsor: Friendship Missionary Non-Profit? YES
Description of Event: Boys Enrichment Summer Camp
Joined with men of God making a difference in the lives of at risk boys in our area, learning and spiritually growing together. (Biblical Principles, Conflict Resolution etc)
Contact Person: Rev. Louis Anderson Telephone: (941) 456-9307
Fax #: Email: revlouisanderson@fymc.com
Insurance Carrier: Guide One Insurance
Insurance Agent: Mrs. Paula Swazo Agent's Phone: 800-200-7257

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

If Yes, please specify locations:
Other Pertinent Information:

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

Received by: C. McQuay Date: 6/10/15
City Marshal Approved Disapproved
City Administrator Approved Disapproved
City Council Approved Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Rev. Louis Anderson, Jr., as Pastor of _____

Friendship Missionary Baptist Church, do hereby agree to hold the City of Arcadia, _____
(Club, organization, group, etc)

its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Boys Enrichment Summit

be held at Lake Katherine on July 6th - 9th, 2015.
(Location) (Date)

By: Rev. Louis Anderson, Jr.
(Signature)
Printed Name: Rev. Louis Anderson, Jr.

Entity Name: _____

Its: _____

Date: _____

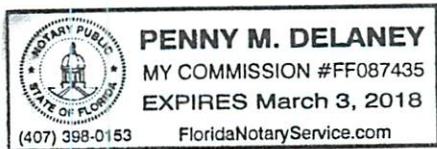
STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 10th day of June, 2015, by Louis Anderson, Jr., as Pastor of Friendship Missionary Baptist who [] is personally known to me or [] has produced Fl drivers license as identification.

Penny M. Delaney
NOTARY PUBLIC

(SEAL)



Boys Enrichment Summer Camp

Sponsored by Friendship Missionary Baptist Church, Inc.
Rev. Louis C. Anderson, Pastor



Boys ages 10 -15

Men of God making a difference in the lives of at risk boys in Desoto County

Boys Summer Camp Experience

Play
Learn
and
Spiritually
Grow Together



Registration Fee: \$15.00 Individually
\$ 25.00 for two
Please call for 3 or more family discount

*Biblical
Principles

*Fundamental
Skills

*Conflict
Resolution

*Effective
Communication

*Self Awareness

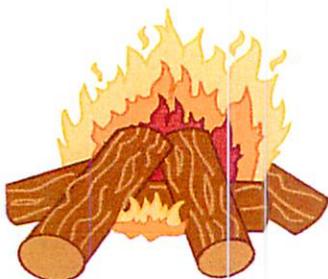
July - 6th July 9
June 22, 2015 through June 25, 2015

9:00AM-1:00PM

Friendship Missionary Baptist Church
304 West Myrtle Street, Arcadia, Florida 34266
(863) 494 3342



FREE LUNCH



Contacts: Rev. Louis C. Anderson, Jr.
Deacon Robbie Clifton (863) 244-5051



AGENDA No. 5



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 16, 2015

DEPARTMENT: Administration
SUBJECT: Request for Use of Speer Center for Children's Summer Day Camp
RECOMMENDED MOTION: Council Approval

SUMMARY: Mrs. Grimes is requesting use of the Speer Center for the weeks of June 22-26, 2015 and June 29 – July 3, 2015 for a Children's Summer Day Camp (Camp Kaleidoscope). Proof of insurance has been provided.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney Date: 06/16/15
Finance Director (As to Budget Requirements) Date:
City Attorney (As to Form and Legality) Date:
Interim City Administrator: Date:

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

Camp Kaleidoscope

Ages 4-14: 4 & 5yr old group, 6-8/9 yr group , 10-13 yr group

Ages 14+ welcome as Junior Counselors for volunteer hours (FREE if volunteering)

\$100 full day, full week

\$20 single days

\$60 half days

\$12 single half days

Brought to you by T.H.E. Mission, a local 501c3, founded by Shasta Grimes.

I am a long time educator having taught K-4, Reading, History & Sign Language at DeSoto High School and I currently teach ASL online. I attended summer church camp for years and in high school began working as a camp counselor. Some of my best childhood memories are from camp. I hope to recreate some of those amazing experiences for the kids here in DeSoto County (or those visiting here for the summer). I have a passion for investing and helping build up confidence and self esteem in our kids as well as providing creative and innovative learning experiences. I hope you will join us for a few days, a few weeks or a summer full of fun!!! Feel free to email, call or text with any questions:
Shasta Grimes 863-990-2856 shastagrimes@yahoo.com

June 22 - 26

***SPECIAL - morning VBS at FBC - Afternoon camp \$60**

Theme: SCIENCE

FBC VBS 8-12pm

12:00 - 1:00 - lunch/ free play

1:00 - 2:00 - Exploration and Education time

2:00 - 3:00 - messy, water games

3:30 - 4:00 - clean up

4:00 - 5:00 - craft

5:00 - pickup - play

June 29 - July 3 - Themes "The Arts" or "Get in the Game"

8-5 (drop off from 7:30am and pick up by 5:30)

8:00 - 9:00 free play, games, basketball, playground, tag, etc.

9:00 - 10:00 - sign language/skits / creative movement (dance) or team building

10:00 - 11:00 - crafts or Sports stations

11:30 - 12:30 - lunch / free play

12:30 - 1:30 - sign language / skits / creative movement (dance) or sports stations

1:30 - 3:00 - Water play, messy games, relays

3:00 - 3:30 - clean up

3:30 - 5:00 - rest, movie, electronics, reading,

5:00 - pickup - play

AGENDA No. 6

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
HISTORIC PRESERVATION

ACTION BY HISTORIC PRESERVATION COMMISSION

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

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

The Historic Preservation Commission has voted to recommend X or not recommend issuance of the Certificate of Appropriateness by a vote of 5 to 0 at their regular meeting on the 9th day of June , 2015.

Special notes or requirements recommended by the Historic Preservation Commission:

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

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

The purpose of this Chapter is to:

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

It is hereby declared that the owner _____ of parcel ID/street address _____ of Arcadia, FL has come before the City Council today to request a Certificate of Appropriateness for the described demolition/rehabilitation/reconstruction/alteration/new construction that is attached. It has been found by the City of Arcadia City Council that the owner has met all of the requirements of Chapter 69 and hereby issue this Certificate of Appropriateness dated this _____ day of _____, 20_____.

CITY OF ARCADIA, FLORIDA

Judy Wertz-Strickland
Mayor

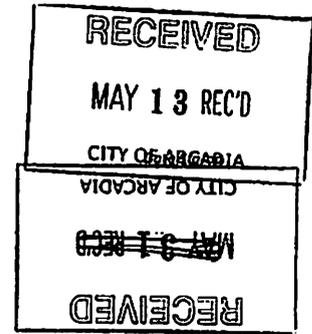
ATTEST:

Penny Delaney
City Clerk



CERTIFICATE OF APPROPRIATENESS
(Historic Preservation Commission)

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



Fee: \$165.⁰⁰

R# _____

City Website: arcadia-fl.gov

File No. : 15-06 CA

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

APPLICANT'S INFORMATION
(Agent or Contractor)

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

Name: Eagle Fence Co., Inc.

Name: Gary Frierson

Organization: _____

Organization: _____

Address: 2693 NW Pine Creek Ave.

Address: 216 E. Oak St.

City: Arcadia

City: Arcadia

State: FL Zip Code: 34266

State: FL Zip Code: 34266

Telephone No.: (863) 993-3844

Telephone No.: () _____

Email: floridafenceman@yahoo.com Email: _____

I. Type of Building Structure and Development Activity Proposed

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

II. Property Information

Parcel Address (if assigned): _____

Parcel Identification Number: _____

Subdivision, Block and Lot Nos.: _____

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

Zoning Map Designation: _____

Lot Size (sq. ft.): _____ Lot Length: _____ Lot Width: _____

Zoning Code Yard Setbacks:

Proposed Accessory Structure Setbacks:

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

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

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

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

Planning and Zoning Review:

Utility Systems Review:

Notes, Restrictions, and Permit Coordination:

Approved

Approved

Denied

Denied



Zoning Inspector Signature

Utility Inspector Signature

Date: 6/1/15

Date: _____

SITE PLAN INFORMATION SHEET: ZONING CERTIFICATE APPLICATION

1. Site Plan Requirements

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

General Information to Provide on Site Plan

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

Fences and Walls

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

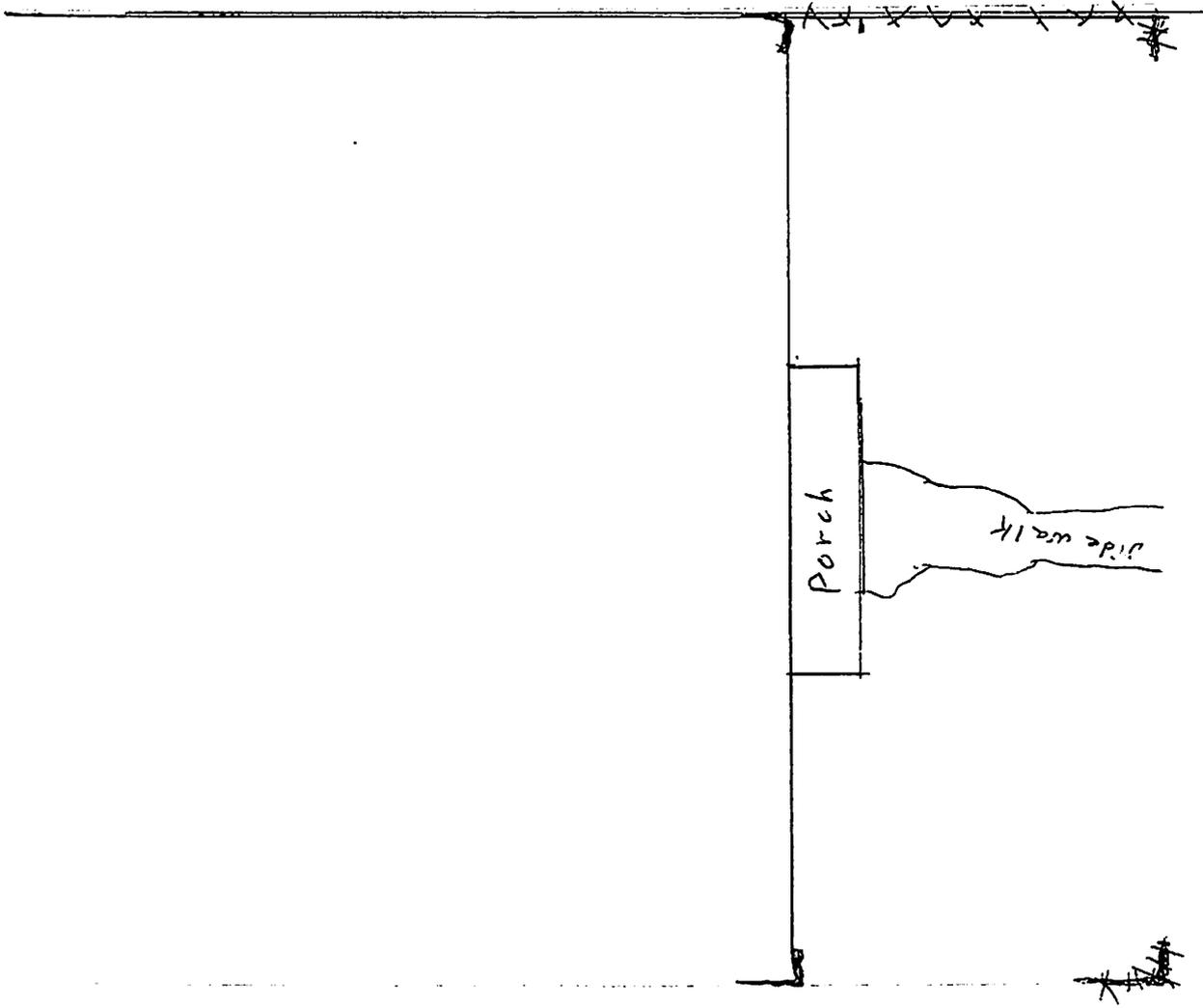
Sheds and Detached

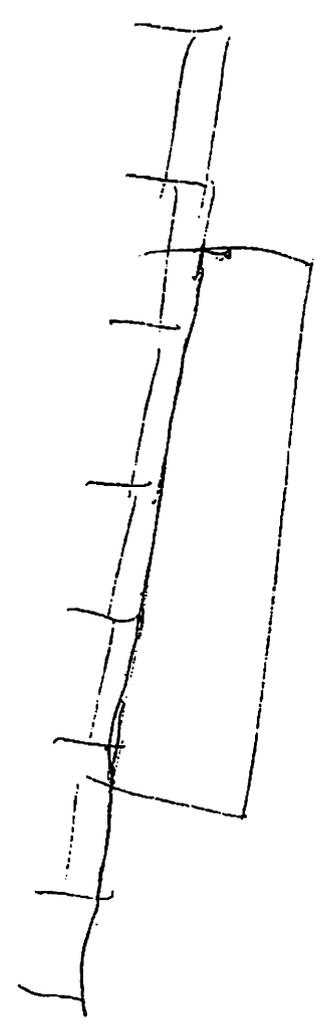
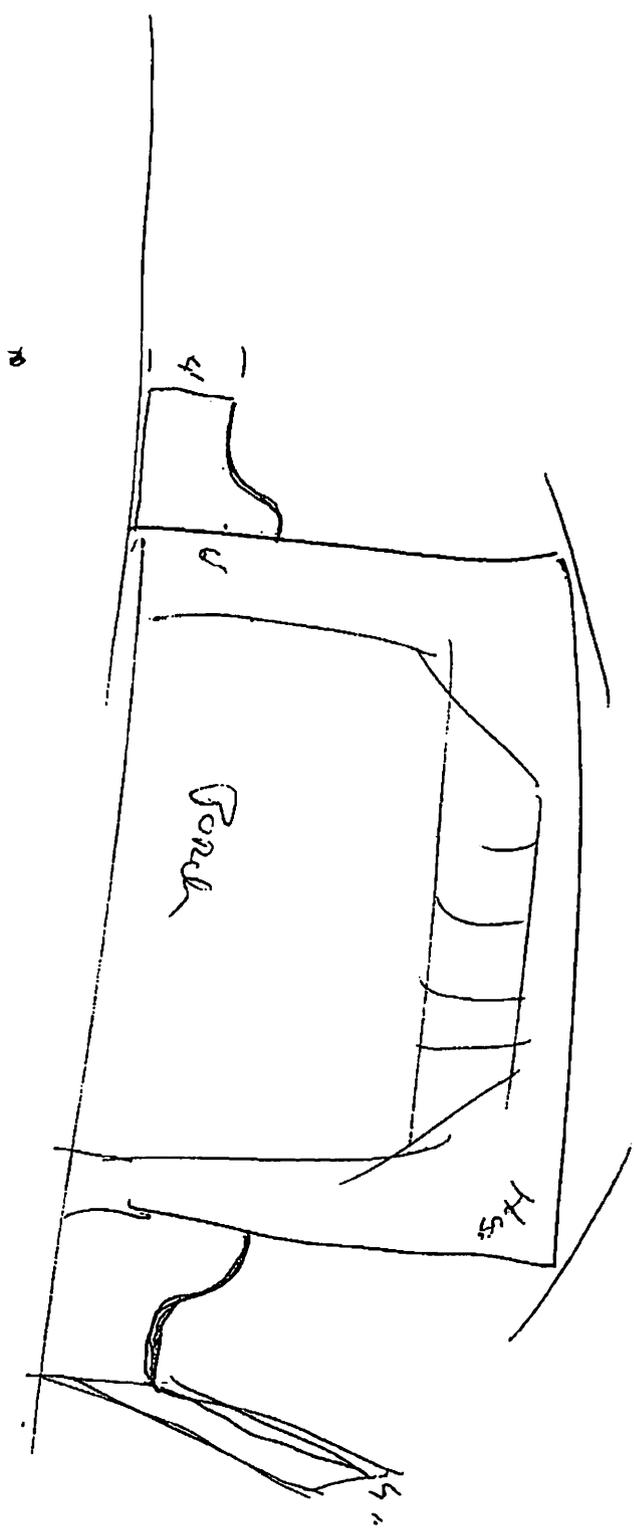
Covered Structures

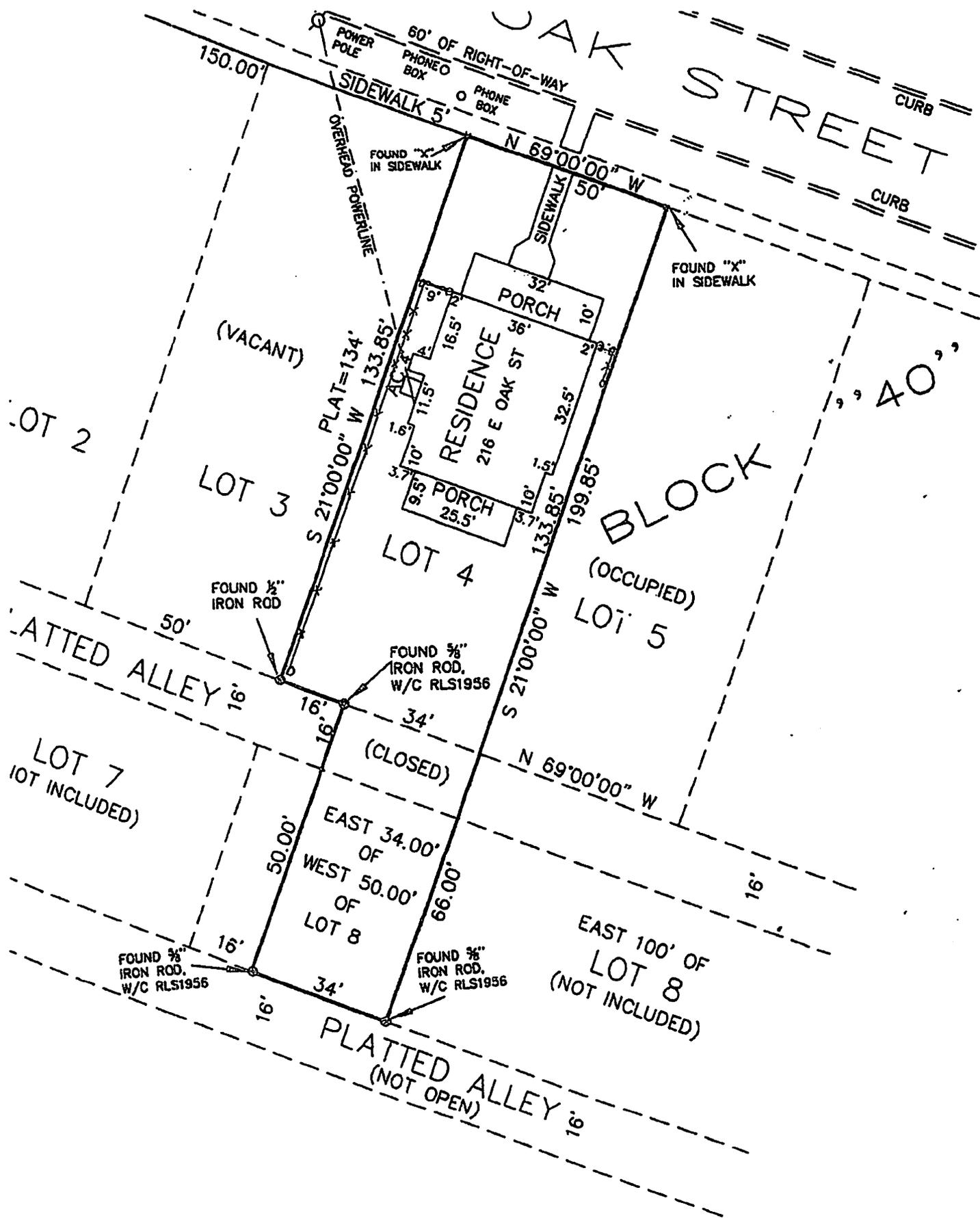
- Placement in yard
- Footprint
- Height
- Length
- Width

Driveways, Sidewalks and Other Curbs/Cuts

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







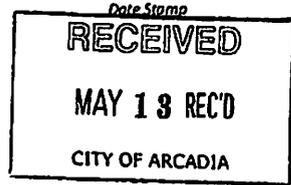
... LOT 4 and the East 34.00 feet of the West 50.00 feet of LOT 8 and



ZONING CERTIFICATE APPLICATION

(MINOR STRUCTURES)

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



Fee: \$65.00

R# _____

City Website: arcadia-fl.gov

File No. : 15 - 257C

The Zoning regulations are used for controlling land use, height, setbacks, and similar concerns with occupying land. A zoning certificate authorizes the use of property and building structures, they are typically required when a building permit is not needed for certain minor, low intensity development activity. They are also called "Certificates," as they certify the use or building structure complies with the zoning regulations contained in the Arcadia Land Development Code.

Form with two columns: APPLICANT'S INFORMATION and PROPERTY OWNER'S INFORMATION. Includes fields for Name, Organization, Address, City, State, Zip Code, Telephone No., and Email.

I. Type of Development Activity Proposed (Check all development activities)

Grid of development activity options with radio buttons: Fence, Shed, Car Port, Roofed, Pole Barn, Deck, Driveway, Culvert, Curb Cut, Paved Area/Patio, Other.

II. Property Information

Parcel Address (if assigned): _____

Parcel Identification Number: _____

III. Land Use and Utility Standards

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

Zoning Map Designation: _____

Lot Size (sq. ft.): _____ Lot Length: _____ Lot Width: _____

Zoning Code Yard Setbacks:

Proposed Accessory Structure Setbacks:

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

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

IV. Site Plan and Property Improvement Materials – Please provide a copy of any property survey, site development plans, drawings, renderings, engineered plans, photos, and vender specification sheets for prefabricated materials. Please indicate all attached exhibits that you are submitting (check all that apply):

- | | | | |
|--|---------------------------------|---|--------------------------------|
| <input type="radio"/> Property Survey | <input type="radio"/> Site Plan | <input type="radio"/> Building Elevation | <input type="radio"/> Drawings |
| <input type="radio"/> Engineered Plans | <input type="radio"/> Photos | <input type="radio"/> Vender Spec. Sheets | Other _____ |
| <input type="radio"/> None. I intend to utilize City provided site plan sheet. | | | |

I understand that I am required to include ALL property information, proposed improvements, and other such project delineations that may be necessary to confirm code compliance and to ensure there are no utility services conflicts.

Planning and Zoning Review:

- Approved
 Denied

 Zoning Inspector Signature

Date: 6/1/15

Utility Systems Review:

- Approved
 Denied

 Utility Inspector Signature

Date: _____

Notes, Restrictions, and Permit Coordination:

SAMPLE SITE PLAN - ZONING CERTIFICATE APPLICATION

Site Plan Requirements

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

General Information to Provide on Site Plan

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

Fences and Walls

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

Sheds and Detached Covered Structures

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

Driveways, Sidewalks and Other Curb-Cuts

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

Sample Site Plan Notes Depicting improvements

Zoning Code Standards

R1-B zoning district
Building Height: 35'

Lot Size: 100' x 75'

Yard Setbacks:

Front yard: 25 feet
Side yard: 7.5 feet
Rear yard: 20 feet

Carport

Size: 16' x 20'

Height: 12 feet

Yard Setbacks:

Front yard: 26 feet
Side yard: 22 feet

Shed

Size: 12' x 18'

Height: 15 feet

Yard Setbacks:

Rear: 22 feet
Side: 8 feet

Driveway

Size: 22' x 43'

Depth: 6 inches

Yard Setbacks:

West side yard: 22 feet
East side yard: 31 feet

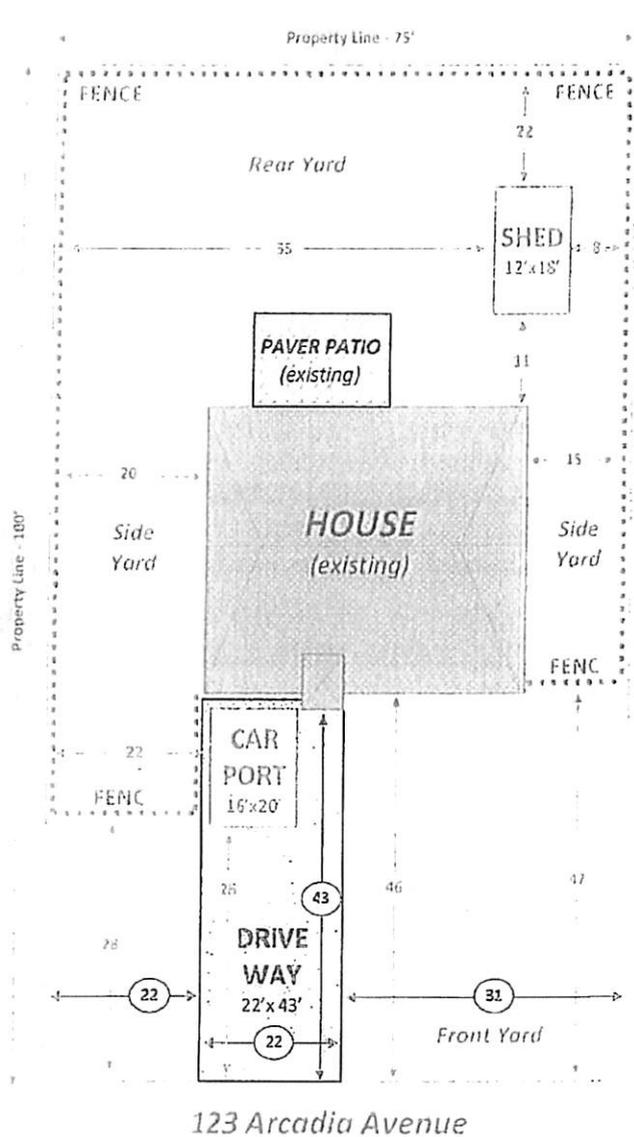
Fence

Type: chain link

Height: 4 feet

Yard Setbacks:

West front yard: 28 feet
East front yard: 31 feet
Side yards: 22' (property line)
Rear: 20' (property line)



AGENDA No. 7



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 16, 2015

DEPARTMENT: Planning and Zoning
SUBJECT: Certificate of Appropriateness

RECOMMENDED MOTION:
Approval of a Fence

SUMMARY: The applicant, Gary Frierson, is requesting permission to install a carport, shed, fence, and a curb cut. The property is located at 421 West Effie St., and lies within the boundaries of the historic district. The Historical Preservation Commission approved the application on 06/09/2015.

FISCAL IMPACT: NONE Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Administration Date: 06/16/15

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Interim: Beth Carsten Date:

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

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
HISTORIC PRESERVATION

ACTION BY HISTORIC PRESERVATION COMMISSION

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

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

The Historic Preservation Commission has voted to recommend X or not recommend issuance of the Certificate of Appropriateness by a vote of 5 to 0 at their regular meeting on the 9th day of June , 2015.

Special notes or requirements recommended by the Historic Preservation Commission:

CERTIFICATE OF APPROPRIATENESS
CHAPTER 69, HISTORIC PRESERVATION

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

The purpose of this Chapter is to:

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

It is hereby declared that the owner _____ of parcel ID/street address _____ of Arcadia, FL has come before the City Council today to request a Certificate of Appropriateness for the described demolition/rehabilitation/reconstruction/alteration/new construction that is attached. It has been found by the City of Arcadia City Council that the owner has met all of the requirements of Chapter 69 and hereby issue this Certificate of Appropriateness dated this _____ day of _____, 20_____.

CITY OF ARCADIA, FLORIDA

Judy Wertz-Strickland
Mayor

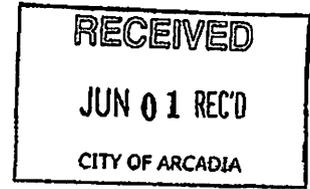
ATTEST:

Penny Delaney
City Clerk



CERTIFICATE OF APPROPRIATENESS
(Historic Preservation Commission)

Date Stamp



Fee: \$165.00

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

R# _____

City Website: arcadia-fl.gov

File No.: 15 14-07 CA

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

APPLICANT'S INFORMATION
(Agent or Contractor)

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

Name: GARY FRIERSON

Name: _____

Organization: _____

Organization: _____

Address: 1 NORTH LUTHER AVE

Address: _____

City: ARCADIA

City: _____

State: FL Zip Code: 34266

State: _____ Zip Code: _____

Telephone No.: (863) 558 0345

Telephone No.: () _____

Email: _____

Email: _____

I. Type of Building Structure and Development Activity Proposed

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

II. Property Information

Parcel Address (if assigned): 421 WEST EFFIE ST.

Parcel Identification Number: 25 37 24 0106 0000 0148

Subdivision, Block and Lot Nos.: EMMA C JOHNSON WEST END ADD. LOT 14 (w 55 1/2 of Lot 14)

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

Zoning Map Designation: R1B

Lot Size (sq. ft.): 7525 Lot Length: 136 Lot Width: 55 1/3

Zoning Code Yard Setbacks:

Proposed Accessory Structure Setbacks:

25 Front Yard
(if corner lot) 15 Secondary Front Yard
7 1/2 Side Yard
_____ Side Yard
20 Rear Yard
10' Between Buildings
(Per Code 110-631)

25⁺ Front Yard
(if corner lot) 15⁺ secondary Front Yard
7 1/2⁺ Side Yard
_____ Side Yard
20⁺ Rear Yard
_____ Between Buildings

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

Yes, please list attached exhibits: _____

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

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

Planning and Zoning Review:

Utility Systems Review:

Notes, Restrictions, and Permit Coordination:

Approved (SEE NOTES)
 Denied

Approved
 Denied

SEE ATTACHED

[Signature]
Zoning Inspector Signature

[Signature]
Utility Inspector Signature

"ZONING COMMENTS"

Date: 6/1/15

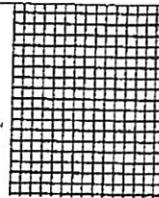
Date: 6/2/15

421 EFFIE STREET

10' wide opening
concrete

lot size 55.33 x 136
LOT SIZE INFORMATION FROM PROPERTY APPRAISERS OFFICE

TDD
14' SHED



proposed cub cut
10' wide opening



NORTH

ZONING R1-B

LOT SIZE 55.33' x 136'

ZONING REQUIRED YARD SETBACKS

FRONT	25
SIDE	7 1/2
CORNER SIDE	15
REAR	20

CARPORT

METAL POST AND ROOF SEE BROCHURE ATTACHED

SIZE 22 X 21

HEIGHT APPROX. 8'

YARD SETBACKS

REAR YARD	40+
SIDE YARD	15'

SHED

SIZE 10 X 14

REAR YARD 27'

SIDE YARD 7.5'

DRIVEWAY

WIDTH 10'

DEPTH TO PROPERTY LINE MINIMUM

ESTIMATED 14'

CONCRETE 4" MIN.

EAST SIDE SET BACK 2'

WEST SIDE SETBACK 43

FENCING

4' CHAIN LINK

4" WOOD STOCKADE

existing house

proposed wood fence 4' high

proposed chain link
fence 4' high

existing concrete pad
20 x 21

20 feet

proposed open carport

22 x 21

25 feet

15 feet

24 feet

18 feet

8 feet

existing concrete pad

12 feet

10 feet

10 x 14
proposed shed

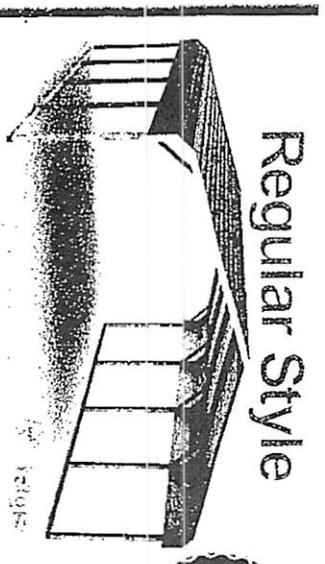
28 feet

existing driveway

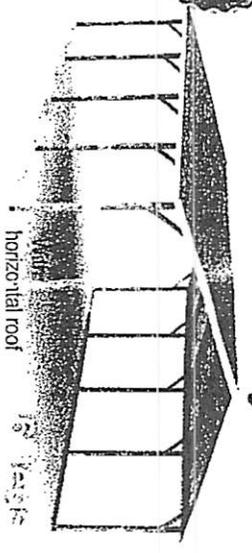
DADE AVE

STANDARD METAL SIDED SHED.

CARPENT



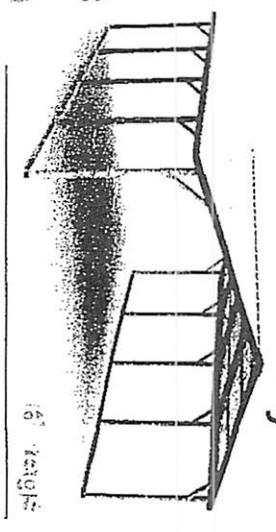
Regular Style



Boxed Eave Style



Beckers



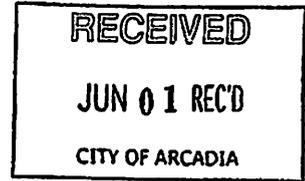
Vertical Roof Style



ZONING CERTIFICATE APPLICATION (MINOR STRUCTURES)

Date Stamp

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



Fee: \$65.00

R# _____

City Website: arcadia-fl.gov

File No. : 15 - 28 ZC

The Zoning regulations are used for controlling land use, height, setbacks, and similar concerns with occupying land. A zoning certificate authorizes the use of property and building structures, they are typically required when a building permit is not needed for certain minor, low intensity development activity. They are also called "Certificates," as they certify the use or building structure complies with the zoning regulations contained in the Arcadia Land Development Code.

Form with two columns: APPLICANT'S INFORMATION and PROPERTY OWNER'S INFORMATION. Includes fields for Name, Organization, Address, City, State, Zip Code, Telephone No., and Email.

I. Type of Development Activity Proposed (Check all development activities)

Table with 5 columns and 2 rows listing development activities: Fence, Shed, Car Port, Roofed Pole Barn, Deck, Driveway, Culvert, Curb Cut, Paved Area/Patio, and Other.

II. Property Information

Parcel Address (if assigned): 421 WEST EFFIE ST

Parcel Identification Number: 25 37 24 0106 0000 0148

III. Land Use and Utility Standards

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

Zoning Map Designation: R1B

Lot Size (sq. ft.): 7525 Lot Length: 136 Lot Width: 55 1/3

Zoning Code Yard Setbacks:

25 Front Yard
 (if corner lot) 15 Secondary Front Yard
7 1/2 Side Yard
 _____ Side Yard
20 Rear Yard
 _____ 10' Between Buildings
 (Per Code 110-631)

Proposed Accessory Structure Setbacks:

25+ Front Yard
 (if corner lot) _____ secondary Front Yard
15+ Side Yard
7 1/2+ Side Yard
20+ Rear Yard
 _____ Between Buildings

IV. Site Plan and Property Improvement Materials – Please provide a copy of any property survey, site development plans, drawings, renderings, engineered plans, photos, and vender specification sheets for prefabricated materials. Please indicate all attached exhibits that you are submitting (check all that apply):

- | | | | |
|--|---------------------------------|---|--------------------------------|
| <input type="radio"/> Property Survey | <input type="radio"/> Site Plan | <input type="radio"/> Building Elevation | <input type="radio"/> Drawings |
| <input type="radio"/> Engineered Plans | <input type="radio"/> Photos | <input type="radio"/> Vender Spec. Sheets | Other _____ |

None. I intend to utilize City provided site plan sheet.

I understand that I am required to include ALL property information, proposed improvements, and other such project delineations that may be necessary to confirm code compliance and to ensure there are no utility services conflicts.

Planning and Zoning Review:

- Approved (see Notes)
 Denied

[Signature]
 Zoning Inspector Signature

Date: 6/1/15

Utility Systems Review:

- Approved
 Denied

[Signature]
 Utility Inspector Signature

Date: 6/2/15

Notes, Restrictions, and Permit Coordination:

SEE ATTACHED
"ZONING COMMENTS"

SITE PLAN INFORMATION SHEET: ZONING CERTIFICATE APPLICATION

1. Site Plan Requirements

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

General Information to Provide on Site Plan

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

Fences and Walls

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

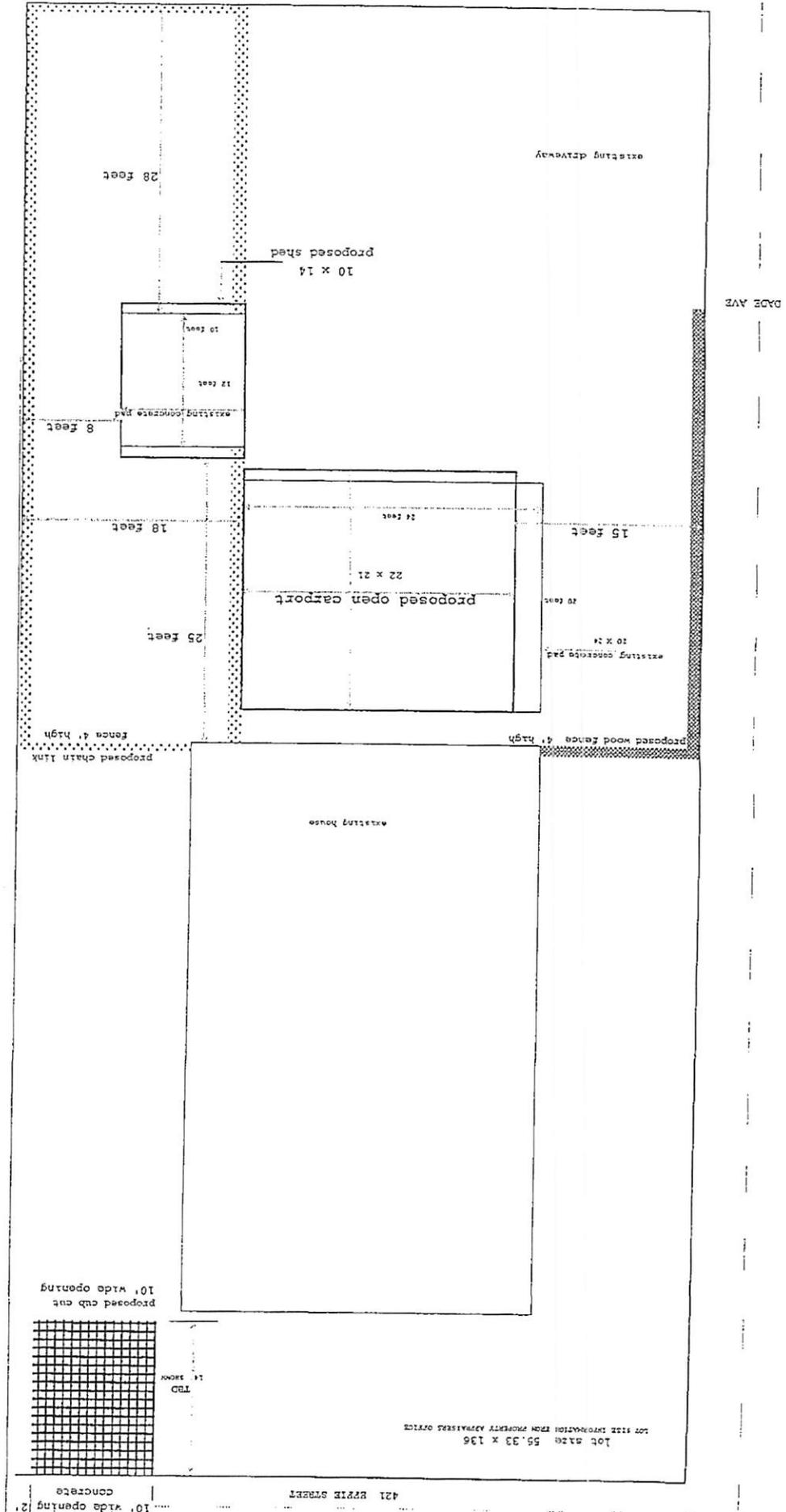
Sheds and Detached Covered Structures

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

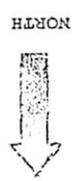
Driveways, Sidewalks and Other Curb-Cuts

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

SEE
ATTACHED
DRAWING



ZONING R1-B
 LOT SIZE 55.33' X 136'
 ZONING REQUIRED YARD SETBACKS
 FRONT 25'
 SIDE 7 1/2'
 CORNER SIDE 15'
 REAR 20'
 CARPORT
 METAL POST AND ROOF SEE BROCHURE ATTACHED
 SIZE 22 X 21
 HEIGHT APPROX. 8'
 YARD SETBACKS
 REAR YARD 40+
 SIDE YARD 15'
 SHED
 SIZE 10 X 14
 REAR YARD 27'
 SIDE YARD 7.5'
 DRIVEWAY
 WIDTH 10'
 DEPTH TO PROPERTY LINE MINIMUM ESTIMATED 14'
 CONCRETE 4" MIN.
 EAST SIDE SETBACK 2'
 WEST SIDE SETBACK 43'
 FENCING
 4' CHAIN LINK
 4" WOOD STOCKADE



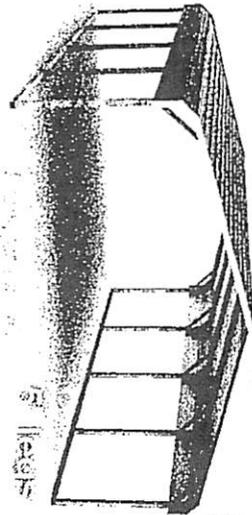
LOT SIZE INFORMATION FROM PRESENT APPLICANT'S OFFICE
 LOT SIZE 55.33 X 136

421 EPIE STREET
 10' wide opening
 concrete

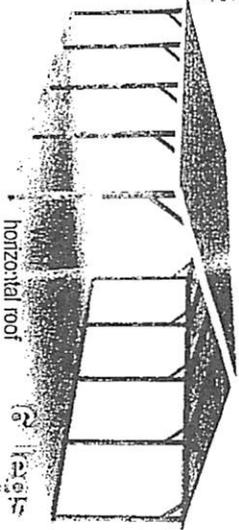
CARPORT



Regular Style



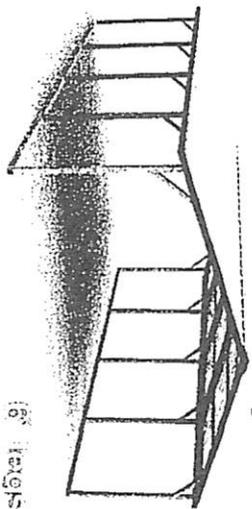
Boxed Eave Style



Beckers



Vertical Roof Style



STANDARD metal Shed.

ZONING CERTIFICATE & CERTIFICATE OF APPROPRIATENESS

ZONING COMMENTS

Applicant: Gary Frierson

Subject Site: 412 West Effie Street, Arcadia, Fl.
(Parcel ID: 25-37-24-0106-0000-0148)

File Nos. 15-28 ZC and 14-07 CA

Staff Comments:

1. Carports/detached garages and sheds are considered accessory structures. Accessory structures shall meet zoning requirements per Section 4.11.00 of the City's Land Development Code.
2. Accessory structures shall meet the development standards provided in Table 5.09.06 in the City's Land Development Code.
3. The minimum separation between the proposed carport and the principal structure shall be 5-feet, per Section 6.10.00(C) of the City's Land Development Code.
4. The proposed driveway cut on West Effie Street shall be a minimum distance of 30-feet from the existing driveway cut for the property located to the east of the subject site, as measured from centerline to centerline of driveway access.
5. The proposed driveway cut shall be coordinated with and approved by the City Utility Dept. prior to conducting any work.
6. The proposed fence meets the City's Code requirements.

AGENDA No. 8



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 16, 2015

DEPARTMENT: Legal
SUBJECT: First Reading - Ordinance No. 1006 Repealing Ordinance 70-4: Swimming in Peace River

RECOMMENDED MOTION: Approve First Reading of an Ordinance No. 1006 of the City of Arcadia, Florida; Repealing Section 70-4 of the City of Arcadia Code of Ordinances entitled, "Swimming in Peace River."

SUMMARY:

Pursuant to discussion at the May 19, 2015 Property Maintenance Standards Review Workshop, staff has prepared Ordinance No. 1006 repealing Section 70-4 of the City of Arcadia Code of Ordinances, which currently prohibits swimming in the Peace River.

As discussed at the May 19, 2015 Property Maintenance Standards Review Workshop, neither the City nor any regulatory or law enforcement agency prohibit swimming in the Peace River within the corporate limits of the City of Arcadia, Florida.

Accordingly, adoption of Ordinance No. 1006 will revise the Code of Ordinances to accurately reflect those acts which are actually regulated and prohibited within the corporate limits of the City of Arcadia, Florida

FISCAL IMPACT: None 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: 6/5/15

City Administrator: _____ Date: _____

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

ORDINANCE NO. 1006

**AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA;
REPEALING SECTION 70-4 OF THE CODE OF ORDINANCES OF
THE CITY OF ARCADIA REGARDING SWIMMING IN PEACE
RIVER; PROVIDING FOR CODIFICATION; PROVIDING FOR
SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on August 5, 2014, the City Council of the City of Arcadia, Florida ("City Council") adopted Resolution 2014-07 to create a Property Maintenance Standards Review Committee; and

WHEREAS, Resolution 2014-07 authorized the Property Maintenance Standards Review Committee to make recommendations to the City Council regarding revisions to the Code of Ordinances of the City of Arcadia, Florida (the "Code"); and

WHEREAS, Section 70-4 of the Code prohibits swimming in the Peace River; and

WHEREAS, neither the City of Arcadia, Florida nor any regulatory or law enforcement agency prohibit swimming in the Peace River within the corporate limits of the City of Arcadia, Florida; and

WHEREAS, the City Council desires the Code accurately reflect those acts which are actually regulated and prohibited within the corporate limits of the City of Arcadia, Florida; and

WHEREAS, it appears to be in the best interest of the citizens of the City of Arcadia to repeal Section 70-4 of the Code of Ordinances,

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

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

SECTION 2. Amendment of the Code of Ordinances. Section 70-4 of the Code of Ordinances of the City of Arcadia is hereby repealed and shall be of no further force and effect.

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

SECTION 4. Severability. If any section, sentence, clause, or other provision of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or provision shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance.

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

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

CITY OF ARCADIA, FLORIDA

Judy Wertz-Strickland, Mayor

ATTEST:

By: _____
Penny Delaney, City Clerk

PASSED ON FIRST READING: _____, 2015

PASSED ON SECOND READING: _____, 2015

APPROVED AS TO FORM:

Thomas J. Wohl, City Attorney

AGENDA No. 9



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 16, 2015

DEPARTMENT: Administration
SUBJECT: McSwain Park Improvements, Phase I – Section 00520 Agreement

RECOMMENDED MOTION: Council Approval

SUMMARY:

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

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

Department Head: _____ Date: _____
Finance Director (As to Budget Requirements) _____ Date: _____
City Attorney (As to Form and Legality) _____ Date: _____
Interim City Administrator: Beth Carsten _____ Date: 06/16/15

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

SECTION 00520

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between CITY OF ARCADIA, FLORIDA (hereinafter called OWNER) and CROWLEY SERVICES, INC. (hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

McSwain Park Improvements, Phase I

PROJECT DESCRIPTION: Improvements to City Park including Interactive Play Fountain, utilities, lighting and landscaping.

Article 2. ENGINEER.

The Project has been designed by J&A Associates who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1. The Work will be substantially completed within 180 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 210 calendar days after the date when the Contract Time commences to run.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence for this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred dollars (\$200) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete and two hundred dollars (\$200) for each day that expires after the time specified in paragraph 3.1 for completion until the Work is complete.

Article 4. CONTRACT PRICE.

- 4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as set forth in the Bid Form.

Article 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.
 - 5.1.1. Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed,
 - 5.1.2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.7 of the General Conditions.
- 5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATION.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.3. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests reports and data with the terms and conditions of the Contract Documents.

7.4. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The CONTRACT Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following in no order of priority:

- 8.1. This Agreement pages 1 to 4, inclusive.
- 8.2. Performance and Payment Bonds
- 8.3. Insurance Certificates and Endorsements.
- 8.4. Notice of Award and Notice to Proceed.
- 8.5. General Conditions.
- 8.6. Other Requirements
- 8.7. Specifications as listed in the table of contents.
- 8.8. Project Drawings
- 8.9. Addenda numbers ___ to ___, inclusive.
- 8.10. CONTRACTOR's Bid.
- 8.11. Any Modifications, including Change Orders and Field Orders, issued pursuant to paragraphs 3.4 and 3.5 of the General Conditions on or after the Effective Date of the Agreement.
- 8.12. Invitation to Bid and Instructions to Bidders.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed as set forth in the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2.. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

10.1. In consideration of the CONTRACTOR's Indemnity Agreement as set out in the Contract Documents, OWNER specifically agrees to give the CONTRACTOR \$25.00 and other good and valuable considerations, which is paid on behalf of all parties indemnified.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2015

OWNER CITY OF ARCADIA, FLORIDA

CONTRACTOR CROWLEY SERVICES, INC.

By _____

By _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

P.O. DRAWER 1000
ARCADIA, FLORIDA 34265

(If OWNER is a public body attach evidence of authority to sign and resolution or other document authorizing execution of Agreement.)

License No. _____

Agent for service of Process: _____

SECTION 00550

NOTICE TO PROCEED

Date: _____

Contractor

Re: Notice to Proceed on

Project: CITY OF ARCADIA _____ PROJECT

You are hereby notified that you may proceed with the work on the subject Project as of the date of this notice. Accordingly, the Contract Times indicated in the Agreement will expire on the following dates:

Substantial Completion
(__calendar days).....
20__
Final Completion
(__calendar days).....
20__

Enclosed is one set of Drawings and one bound copy of the Project Manual containing:

- Instructions to Bidders
- Bid Form
- Executed Agreement Payment Bond Performance Bond Certificates of Insurance
- General Conditions Supplementary Conditions Notice of Award Specifications
- Addenda Numbers ____ through ____

OWNER:

CITY OF ARCADIA

23 N. Polk

ARCADIA, FLORIDA 34266

BY:

CITY ADMINISTRATOR

Acct. No. _____

cc ENGINEER OF RECORD

END OF SECTION

AGENDA No. 10



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: June 16, 2015

DEPARTMENT: Legal
SUBJECT: City Administrator Employment Agreement

RECOMMENDED MOTION:

SUMMARY:

City Administrator Employment Agreement between Terrance E. Stewart and City of Arcadia, as negotiated by and between Mr. Stewart, Mayor Wertz-Strickland and City Attorney.

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: 6/5/15
City Administrator: _____ Date: _____

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

CITY OF ARCADIA, FLORIDA
and
TERRANCE E. STEWART

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is signed and entered into this _____ day of _____, 2015, by and between **CITY OF ARCADIA, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida, (the "City"), and **TERRANCE E. STEWART**, (the "Administrator" or "City Administrator").

WITNESSETH

WHEREAS, City Code § 2-91 et seq., as may hereafter be amended or renumbered, provides for appointment of a City Administrator by the City Council (the "Council"); and

WHEREAS, the Council hereby expresses its willingness and desire to employ Administrator to commence performance of the duties of City Administrator; and

WHEREAS, Administrator shall serve as City Administrator for City of Arcadia, Florida, commencing upon the effective date of this Agreement, receiving all of the benefits provided herein for so long as he remains City Administrator for City of Arcadia, Florida; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto agree to the following terms and conditions:

SECTION I - DUTIES and POWERS

City shall employ Administrator to act as City Administrator for City of Arcadia, Florida, with the powers, duties, and responsibilities set forth and applicable by the laws of the State of Florida and the laws and policies of the City or Arcadia, Florida, including without implied limitation the powers enumerated in Section 2-91 et seq. of the City of Arcadia Code, as same may hereafter be amended or renumbered, and to perform such other legally permissible and proper duties and functions as the Council shall from time to time assign. Administrator acknowledges that upon the date this Agreement is signed, and through the term of the effective date of his employment, as listed in Section III below, he may become informed of confidential or sensitive information as he meets with various City officials or attorneys to become informed of City issues. Administrator agrees he will refrain from disclosing such information unless required to do so by law.

SECTION II - BACKGROUND CHECK

Administrator fully consents to being fingerprinted and having said fingerprints submitted to the Florida Department of Law Enforcement for a state criminal history record check and to the Federal Bureau of Investigation for a national criminal history record check. The information obtained from the criminal history records check conducted pursuant to this Section II may be used by the Council to determine the Administrator's eligibility for continued employment.

**SECTION III - TERMS OF
SERVICE/RENEWAL/SEPARATION/SEVERANCE**

3.1. Effective Date of Employment and Term: This Agreement, and Administrator's employment, shall become effective on June ____, 2015, and continue in effect for approximately three (3) years until June ____, 2018, or until extended by the Parties or terminated by either Party as outlined herein.

3.2. Termination: This Agreement shall expire by its own terms or otherwise upon the office of Administrator becoming vacant. Additionally, this Agreement may be terminated by the Administrator or by the Council in the following ways:

A. Unilateral Termination by the Council:

(i) The Council may terminate the Administrator for cause at a duly-noticed public meeting. Cause is defined as any one of the following:

(a) Administrator's criminal background check conducted pursuant to the above Section II indicates that Administrator has been convicted or adjudged guilty of, or pled no contest to, any felony or a serious misdemeanor involving the moral turpitude of Administrator; or

(b) During the term of this Agreement, Administrator is convicted or adjudged guilty of, or pleads no contest to, any felony or a serious misdemeanor involving the moral turpitude of Administrator; or

(c) Administrator files to run for, or is elected or appointed to a Florida public office; or

(d) Administrator is found to have committed gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty, as those terms are defined by Section 112.3187(5)(b), Florida Statutes; or

(e) Administrator fails or refuses to comply with any direct lawful instruction given by the Council; or

(f) Administrator becomes legally unable to hold the position; or

(g) Administrator is found to have engaged in misconduct as that term is defined by Section 443.036(30), Florida Statutes.

Such termination shall be by an affirmative vote of a majority of the Council at a duly-noticed public meeting with a quorum present and voting.

(ii) The Council may terminate the Administrator without cause conditioned upon the following:

(a) An affirmative vote of a majority of the Council at a duly-noticed public meeting with a quorum present and voting.

(b) If the Council elects during the term of this Agreement, but outside of any probationary period, to terminate the Administrator for any reason other than cause, the City shall pay to the Administrator as severance pay and in full satisfaction of the City's obligations hereunder, a lump sum equivalent to his salary and all benefits for Sixteen (16) weeks at the rate in effect on the effective date of termination. The City shall make the lump sum payment within ten (10) business days after the effective date of termination. This provision shall not apply to terminations for cause or terminations made during any probationary period.

B. Unilateral Termination/Resignation by the Administrator. If the Administrator desires to resign during the term of this Agreement, he shall provide at least 30 days written notice to the Council. If the Administrator resigns prior to the expiration of the Agreement or any extension thereof, he shall receive payment under the Agreement for the balance of his salary for the actual days he has performed his duties as Administrator and not for the remainder of his Agreement term. If Administrator resigns, he shall not be eligible for any of the severance benefits described in the above Section 3.2.A.(ii)(b).

C. Termination by Mutual Agreement. This Agreement may be terminated by mutual agreement of the Administrator and the Council in writing upon such terms and conditions as may be mutually beneficial.

D. Unless the City Administrator is terminated pursuant to Section 3.2.A(i)(b), he shall be entitled to full payment of all accrued benefits provided for in Section V. In the event the City Administrator is terminated pursuant to Section 3.2.A(i)(b), any benefits described Section 5.2 and Section 5.3 shall be deemed forfeited.

3.3. Probationary Period: Notwithstanding any other provision of this Agreement, the Council may terminate Administrator's employment and this Agreement during the first six (6) months following the effective date hereof, or thirty (30) days following the final return of the background check conducted pursuant to the above Section II, whichever occurs later, for any or no reason. Such termination shall be by an affirmative vote of a majority of the Council at a duly-noticed public meeting with a quorum present and voting.

3.4. Disability: The Administrator acknowledges and agrees that his services are unique and personal and his regular attendance to his duties is therefore essential to the performance of his job. If Administrator becomes permanently disabled, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick and annual leave balances, the City shall have the option to terminate this Agreement.

3.5. Extension: The Administrator and Council may agree at any time to renew the Administrator's employment for additional years beyond the original termination date, such agreement to be evidenced by a Resolution of the Council, accompanied by an acceptance of the extension signed by the Administrator.

3.6. Residency: The City Administrator shall establish residence within Desoto County, Florida within six (6) months of the effective date of this Agreement, and thereafter shall maintain residence within Desoto County, Florida during the term of this Agreement.

SECTION IV - COMPENSATION

4.1. Base Salary: Administrator shall be paid a base annual salary of Ninety Five Thousand and Zero Hundred/100 dollars (\$95,000.00) per year, commencing on the effective date of this Agreement, payable in installments at the same time and in the same manner as applicable to regular full time employees of the City.

4.2. Annual Salary Adjustments: The City Administrator's base annual salary may be increased dependent upon the results of the performance evaluation conducted under Section VI of this Agreement.

4.3. Deferred Compensation: In lieu of the City's standard retirement benefits, and in addition to all other compensation and benefits, the City shall contribute deferred compensation in an amount equal to twenty-four percent (24%) of the Administrator's annual base salary (as adjusted) into a 457 Deferred Compensation Plan account with ICMA in the Administrator's name. Such contributions shall be made in installments at the same time as the City issues regular pay checks to the Administrator.

SECTION V - BENEFITS

5.1. Insurance: City shall make available dental, disability, and life insurance coverage to Administrator and any relevant dependents on the same basis as such insurance is now available, or may be made available from time to time in the future, to other regular full time employees of the City.

A. In lieu of providing health insurance coverage, the City Administrator shall receive compensation in lieu of that benefit. Said compensation shall equal the amount of payment otherwise necessary to cover the City Administrator.

5.2. Annual Leave: Administrator shall be credited with two hundred (200) hours of annual leave which shall be available for his use upon the effective date of this Agreement. Thereafter, City shall provide annual leave credits to Administrator on the same basis as other regular full time employees of the City.

A. Maximum Accumulation: Annual Leave accrued in accordance with this Section 5.2 shall not be considered earned until it is used by the City Administrator and/or paid out in accordance with Section 5.2.B. Maximum annual leave accumulation shall not exceed two hundred forty (240) hours at the end of each calendar year.

- B. In the event of Termination or Resignation and subject to the conditions set forth in Section 3.2.D., the City Administrator shall receive payment for all unused annual leave, up to the maximum accumulation amount set forth in Section 5.2.A.

5.3. Sick Leave: Administrator shall be credited with ninety six (96) hours of sick leave which shall be available for his use upon the effective date of this Agreement. Thereafter, City shall provide sick leave credits to Administrator on the same basis as other regular full time employees of the City. The Administrator is deemed to be a “key employee” for purposes of administration of FMLA leave policy.

- A. Maximum Accumulation: Sick Leave accrued in accordance with this Section 5.3 shall not be considered earned until it is used by the City Administrator and/or paid out in accordance with Section 5.3.B. Maximum annual leave accumulation shall not exceed four hundred eighty (480) hours at the end of each calendar year.
- B. In the event of Termination or Resignation and subject to the conditions set forth in Section 3.2.D., the City Administrator shall receive payment for all unused sick leave, up to a maximum payout of one hundred twenty (120) hours.

5.4. Automobile: Administrator shall use a City-owned vehicle when traveling in or out of town on City business. Where to do so would be in the best interests of the City, Administrator may use his personal vehicle for City business and shall be reimbursed at the approved State of Florida mileage rate for any such use of his personal vehicle. The Administrator may use the city vehicle for reasonable personal use and may transport persons other than City employees in said vehicle.

5.5. Communication and Technological Equipment: It is recognized by the Parties that Administrator will frequently travel during the execution of his duties and that the ability to maintain communications with staff and other officials at all times is important to the operation of the City. Therefore, Administrator shall have the use of a cellular telephone provided and paid for by City. Administrator shall limit the use of such cellular telephone to City-related business. In addition to the foregoing, to facilitate the Parties’ agreement that Administrator shall have the capability to perform work from home or other remote locations, Administrator shall make recommendations to the Council for the purchase of any other communications tools which Administrator may deem needed to enhance efficient and effective communications while out of the office, and Council shall consider these requests as they are made. As to all such equipment paid for and provided by City, City agrees to pay any costs associated with installation, operation, or repair of same. Administrator agrees to ensure that City property entrusted to his use shall be kept and used so as to minimize risk of theft or damage.

5.6. Professional Dues, Travel and Job-Related Expenses:

- A. The City recognizes that conferences, meetings, seminars, activities, continuing education and similar activities that benefit the City and are related to the position of City Administrator may entail costs for conference enrollment, books, travel, subsistence, lodging and/or other costs. In addition, the City Administrator shall be entitled to participation in national, regional, state, and

local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, including but not limited to the International City Management Association and the Florida City County Management Association. During the term hereof, the City shall budget a reasonable amount for such activities by the City Administrator. City shall, as may from time to time be amended, pay reasonable professional dues and subscriptions of Administrator

B. City shall pay travel and per diem expenses of Administrator in accordance with any applicable City ordinance or resolution or, absent any such ordinance or resolution, in accordance with the schedule appearing in Section 112.061, Florida Statutes, as said statute may be amended or renumbered, for the following:

- (i) while outside of DeSoto County on City business;
- (ii) while attending functions as a representative of, or on behalf of, the City;
or
- (iii) while attending short courses, institutes, or seminars that are necessary for employee's professional development and for the benefit of the City.

5.7 Interim Housing Supplement: The City shall pay the City Administrator an interim housing supplement of Five Hundred and No/100 Dollars (\$500.00) per month for a period commencing July 1, 2015, and shall continue until the earlier of: (1) December 31, 2015; (2) a home is purchased and closed on, within Desoto County, Florida; or (3) this Agreement is terminated in accordance with Section 3.2.

5.8. Other: City agrees to make available to Administrator such other benefits as they now exist, and may be amended from time to time, which are provided for other full time employees of the City.

SECTION VI - PERFORMANCE GOALS AND APPRAISAL

The Council shall define the goals and performance objectives of the Administrator for the coming appraisal period. The Council shall review and appraise the job performance of Administrator annually on or before the anniversary date of this Agreement. Review and appraisal shall be in accordance with City's performance appraisal criteria or other goals and criteria established by the Council. Criteria may be modified from time to time as the Council determines in the best interests of the City. However, said modifications to the performance appraisal criteria shall not take effect until the expiration of the then-current appraisal period.

SECTION VII - OUTSIDE EMPLOYMENT

The employment provided for by this Agreement shall be the City Administrator's primary employment. Recognizing that certain outside speaking engagements provide indirect benefits to the City and the community, the City Administrator may elect to accept limited speaking engagements with the understanding that such arrangements must neither

constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

SECTION VIII - INDEMNIFICATION

To the extent permitted by law, the City shall defend, save harmless, and indemnify City Administrator against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the City Administrator's duties, unless the act or omission involved willful or wanton conduct. This indemnification and hold harmless provision shall include, but not be limited to, reasonable attorney fees and appellate attorney fees.

SECTION IX - BONDING

The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under any law or ordinance.

SECTION IX - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Council, in consultation with Administrator, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Administrator, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement or other applicable law. Notwithstanding the foregoing, the City's Personnel Policy and Procedures Manual, as amended from time to time, shall apply to the Administrator to the extent not in conflict with this Agreement or general law.

SECTION X - GENERAL PROVISIONS

10.1. The text herein, including any documents incorporated by reference, shall constitute the entire agreement between the Parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the Parties. This Agreement supercedes any prior agreement, written or oral, between the Parties.

10.2. The anniversary date of this Agreement will be the same as the effective date of this Agreement.

10.3. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

10.4. The Parties agree that this Agreement has been entered into for their sole and exclusive benefit and by so doing do not intend to benefit any third Party.

IN WITNESS WHEREOF, the City Council of the City of Arcadia, Florida, has caused this Employment Agreement to be signed and executed on its behalf by the City Mayor, and fully attested by the City Clerk, and Terry Stewart has executed this Employment Agreement, in duplicate, the day and year first above written.

CITY ADMINISTRATOR

Terry Stewart

**STATE OF FLORIDA
COUNTY OF DESOTO**

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by TERRY STEWART. He is personally known to me or has produced _____ as identification and did not take an oath.

(Seal)

Notary Public, State of Florida
Print Name: _____

CITY OF ARCADIA, FLORIDA

ATTEST:

By: _____
Penny Delaney, City Clerk

By: _____
Judy Wertz-Strickland, Mayor

APPROVED AS TO FORM:

By: _____
Thomas J. Wohl, City Attorney

DEPARTMENT REPORTS

CITY OF ARCADIA
SUMMARY OF ALL FUNDS
AS OF AS OF MAY 31,2105

REVENUES:

FUND:	BUDGETED REVENUE	ACTUAL REVENUE	% REC'D
GENERAL FUND:	4,638,357	3,034,966	65.4%
SM. CTY SURTAX/ CAP IMP.:	472,806	306,401	64.8%
CDBG - BRIDLE PATH	820,123	567,961	69.3%
<u>ENTERPRISE FUNDS:</u>			
WATER/SEWER FUND:	4,283,510	2,577,335	60.2%
SOLID WASTE FUND:	773,626	511,325	66.1%
AIRPORT FUND:	205,400	27,141	13.2%
TOTAL ALL FUNDS:	11,193,823	7,025,129	62.8%

EXPENSES

FUND:	BUDGETED EXPENSES	ACTUAL EXPENSES	% USED
GENERAL FUND:	4,638,357	2,875,306	62.0%
SM. CTY SURTAX/ CAP IMP.:	472,806	15,408	3.3%
CDBG - BRIDLE PATH	820,123	576,599.27	70.3%
<u>ENTERPRISE FUNDS:</u>			
WATER/SEWER FUND:	4,283,510	2,021,868	47.2%
SOLID WASTE FUND:	773,626	473,340	61.2%
AIRPORT FUND:	205,400	244,704	119.1%
TOTAL ALL FUNDS:	11,193,823	6,207,225	55.5%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF MAY 31, 2015

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
AD VALORUM TAXES				
Ad Valorem Taxes - Current	1,463,069	1,378,621	84,448	94.2%
Ad Valorem Taxes - Delinquent	-	-	-	0.0%
Interest on AD Valorem Tax	-	41	(41)	100.0%
Tax Certificate Sales	-	-	-	0.0%
Total AD Valorem Taxes	1,463,069	1,378,662	84,407	94.2%
SALES & USE TAX				
State Shared Sales Tax	-	-	-	0.0%
State Local Option Fuel Tax New (1-5 Cent Tax)	85,080	48,837	36,243	57.4%
State Local 9th Cent Gas Tax	-	-	-	0.0%
State Shared Business Tax	-	-	-	0.0%
Gas Tax 5 & 6 Cents (1-6 Cent Tax)	173,407	99,768	73,639	57.5%
Total Sales & Use Tax	258,487	148,605	109,882	57.5%
FRANCHISE FEES				
Electricity Franchise	400,000	209,425	190,575	52.4%
Gas Franchise	-	-	-	0
Total Franchise Fees	400,000	209,425	190,575	52.4%
UTILITY SERVICE TAX (PST)				
Electricity Utility Tax	300,000	204,489	95,511	68.2%
Water Utility Tax	107,000	87,421	19,579	81.7%
Gas Utility Tax	20,000	8,006	11,994	40.0%
Communications Service Tax	242,011	94,300	132,275	39.0%
Total Utility Service Tax	669,011	394,216	259,359	58.9%
OTHER GENERAL TAXES				
Local Business Tax Receipts	40,000	37,057	2,943	92.6%
Residential Rental Permits	-	-	-	0.0%
Police And Fire Ins.	-	-	-	0.0%
Total Other General Taxes	40,000	37,057	2,943	92.6%
OTHER REVENUES				
Cemetary Lots	12,500	7,630	4,870	61.0%
Total Other Revenues	12,500	7,630	4,870	61.0%
BUILDING PERIMITS				
Building Permits	8,000	260	7,740	3.3%
Electrical Permits	-	-	-	0.0%
Plumbing Permits	-	-	-	0.0%
Total Building Permits	8,000	260	7,740	3.3%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF MAY 31, 2015

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
OTHER LICENSES & PERMITS				
Zoning Fees	2,750	-	2,750	0.0%
Maps	-	-	-	0.0%
Other Licenses & Permits	4,000	6,525	(2,525)	163.1%
Garage Permits	-	-	-	0.0%
Right of Way Permit Fees	-	-	-	0.0%
Total Other Licenses & Permits	6,750	6,525	225	96.7%
FEDERAL GRANTS	BUDGETED	ACTUAL	REMAINING	% REC'D
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204	12,806	16,398	43.8%
Rural Investigation Grant	-	-	-	0.0%
Dept. of Justice Taser Grant	-	-	-	0.0%
JAGC 2015-DESO-2 R3-097 GRANT	-	5,310	(5,310)	0.0%
Total Federal Grants	29,204	18,116	11,088	62.0%
STATE GRANTS	BUDGETED	ACTUAL	REMAINING	% REC'D
Dept. of Transportation US 17 Widening	-	-	-	0.0%
Dept. of Economic OPP Planning Grant	25,000	-	25,000	0.0%
Hurricane Grant	-	-	-	0.0%
Total State Grants	25,000	-	25,000	0.0%
STATE SHARED REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
State Half Cents Sales Tax	251,909	133,268	118,641	52.9%
State Shared Motor Fuel	195,272	108,891	86,381	55.8%
State Shared Sales Tax	70,839	39,502	31,337	55.8%
Mobile Home License	2,500	2,387	113	95.5%
Alcoholic Beverage Licenses	3,300	3,195	105	96.8%
State Shared Business Tax	-	-	-	0.0%
State of FL Lighting Maintenance Agreement	43,202	-	43,202	0.0%
State of FL Traffic Light Maintenance Agreement	23,411	-	23,411	0.0%
State of FL Pension Contribution	-	-	-	0.0%
Total State Shared Revenues	590,433	287,243	303,190	48.6%
SHARED REVENUES FROM LOCAL UNITS	BUDGETED	ACTUAL	REMAINING	% REC'D
School Guard Crossing - School Board	18,000	10,770	7,230	59.8%
DeSoto County Business Tax	1,500	1,886	(386)	100.0%
Total Shared Revenue from Local Units	19,500	12,656	6,844	64.9%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF MAY 31, 2015

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
PUBLIC SERVICE REVENUE				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	236,000	-	236,000	0.00%
Fire Inspection Fee (OL)	-	-	-	0.00%
Accident Reports	450	607	(157)	134.89%
Code Enforcement Fees	1,000	-	1,000	0.00%
Total Public Safety Revenue	237,450	607	236,843	0.26%
CULTURE/RECREATION	BUDGETED	ACTUAL	REMAINING	% REC'D
GOLF COURSE & PRO SHOP				
Golf Course Green Fees	107,063	53,734	53,329	50.2%
Cart Rentals	120,569	75,536	45,033	62.6%
Golf Course Membership Fees	126,961	92,752	34,209	73.1%
Pro Shop & Food and Beverage	60,000	52,919	7,081	88.2%
Total Golf Course & Pro Shop	414,593	274,941	139,652	66.3%
Other Culture / Recreation				
Rent Fees for Speer Center	1,000	735	265	73.5%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
Total Other Culture / Recreation	1,000	735	265	73.5%
Total Culture / Recreation	415,593	275,676	139,917	66.3%
FINES & FORFEITURES	BUDGETED	ACTUAL	REMAINING	% REC'D
Court Fines	23,000	13,656	9,344	59.4%
Police Education	-	-	-	0.0%
Misc Charges for Services	2,500	8,417	(5,917)	336.7%
Taxi Application Fees	4,000	2,355	1,645	58.9%
Parking Violations	500	400	100	0.0%
Towing Fees	-	-	-	0.0%
Impound		7,479		
Confiscated and Restitution (from Law Enforcement Trust)	-	18,000	-	0.0%
Total Fines and Forfeitures	30,000	50,307	5,172	167.7%
INTEREST EARNINGS	BUDGETED	ACTUAL	REMAINING	% REC'D
Law Enforcement Trust Income	-	-	-	0.0%
Other Interest	250	252	(2)	100.7%
Unrealized Gain	-	-	-	0.0%
Bond Interest	-	-	-	0.0%
Total Interest Earnings	250	252	(2)	100.7%

CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF MAY 31, 2015

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
RENTS & ROYALTIES				
Mobile Home Park Rent	194,000	135,362	58,638	69.8%
Mobile Home Park Laundry	850	847	3	99.6%
Total Rents & Royalties	194,850	136,209	58,641	69.9%
SALES/COMP FOR LOSS OF FIXED ASSET	BUDGETED	ACTUAL	REMAINING	% REC'D
Sale of Fixed Asset	-	-	-	-
SALE OF SURPLUS MATERIALS/SCRAP	BUDGETED	ACTUAL	REMAINING	% REC'D
Sale of Surplus Materials	5,000	273	4,727	5.5%
Total Sale of Surplus Materials	5,000	273	4,727	5.5%
CONTRIBUTIONS/DONATIONS FROM PRIVATE	BUDGETED	ACTUAL	REMAINING	% REC'D
Miscellaneous Donations -Police		53,800		
Jim Space Foundation Donation		1,500		
Total Contributions/ Donations from Private		55,300		
OTHER MISC REVENUE	BUDGETED	ACTUAL	REMAINING	% REC'D
Copies - City Hall	46	244	(198)	532.3%
Copies - Police Station	-	-	-	0.0%
Miscellaneous	500	1,851	(1,351)	370.2%
Miscellaneous Refunds	-	149	(149)	0.0%
Special Detail APD		3,010		
Shop With A Cop	-	10,695	-	0.0%
Housing Authority Prior Payment	-	-	-	0.0%
Total Other Misc Revenue	546	15,949	(1,698)	44.63%
CONTRIBUTION FROM OTHER FUNDS	BUDGETED	ACTUAL	REMAINING	% REC'D
Transfer from Water (Loan)	173,000	-	173,000	0.0%
Total Contribution from Other Funds	173,000	-	173,000	0.0%
FUND BALANCE	BUDGETED	ACTUAL	REMAINING	% REC'D
Fund Balance	59,714	-	59,714	0.0%
TOTAL GENERAL FUND REVENUES	4,638,357	3,034,693	1,603,664	65.4%

CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF MAY 31, 2015

LEGISLATIVE/COUNCIL EXPENSES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	22,932	15,393	7,539	67.1%
Operating Expenses	52,414	30,531	21,884	58.2%
TOTAL LEGISLATIVE/COUNCIL	75,346	45,924	29,422	61.0%

RETIREE & COUNCIL RETIREES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	55,100	43,458	11,643	78.9%

EXECUTIVES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	196,836	128,699	68,137	65.4%
Operating Expenses	24,975	11,687	13,288	46.8%
TOTAL EXECUTIVE	221,811	140,386	81,425	63.3%

FINANCIAL & ADMINISTRATIVE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	115,292	48,670	66,622	42.2%
Operating Expenses	37,595	42,797	(5,202)	113.8%
TOTAL FINANCE & ADMINISTRATIVE	152,887	91,468	61,420	59.8%

LEGAL COUNCIL				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Professional Services	70,100	38,315	31,785	54.7%
Other Legal Services	30,000	-	30,000	0.0%
TOTAL LEGAL COUNCIL	100,100	38,315	61,785	38.3%

COMPREHENSIVE (COMMUNITY DEVELOPMENT)				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	82,058	46,418	35,639	56.6%
Operating Expenses	69,811	16,195	53,616	23.2%
TOTAL COMPREHENSIVE	151,869	62,613	89,256	41.2%

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

CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF MAY 31, 2015

OTHER GOVERNMENT SERVICES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,000	15,914	2,086	88.4%
Operating Expenses	124,596	115,829	8,767	93.0%
Contingency	600,000	-	600,000	0.0%
TOTAL OTHER GOVERNMENTAL SERVICES	742,596	131,743	610,853	17.7%

LAW ENFORCEMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	1,122,792	938,785	184,007	83.6%
Operating Expenses	213,582	124,430	89,152	58.3%
Capital Outlay		54,818	-	
<i>(Budget Amendment to be completed to transfer budget amounts from Donations & Surtax)</i>				
TOTAL LAW ENFORCEMENT	1,336,374	1,063,215	273,159	79.6%

VICTIMS OF CRIMES GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	40,999	29,087	11,911	70.9%
TOTAL VICTIMS OF CRIMES GRANT	40,999	29,087	11,911	70.9%

POLICE EQUIPMENT GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
JAGC-2014 ES-158	-	10,620		0.0%
TOTAL POLICE EQUIPMENT GRANT	-	10,620		0.0%

SCHOOL CROSSING GUARD				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,829	13,026	5,804	69.2%
Operating Expenses	375	375	-	100.0%
TOTAL SCHOOL CROSSING GUARD	19,204	13,401	5,804	69.8%

SHOP WITH A COP EXPENSES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses		8,978		100.0%
TOTAL SCHOOL CROSSING GUARD	-	8,978		100.0%

CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF MAY 31, 2015

<i>FIRE CONTROL</i>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	316,000	210,000	106,000	66.5%
TOTAL FIRE CONTROL	316,000	210,000	106,000	66.5%

<i>CEMETERY</i>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	43,389	34,178	9,211	78.8%
Operating Expenses	7,073	3,228	3,845	45.6%
TOTAL CEMETERY	50,463	37,406	13,056	74.1%

<i>STREET DEPARTMENT</i>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	135,433	125,845	9,588	92.9%
Operating Expenses	195,841	126,838	69,004	64.8%
Capital Outlay	15,000	9,024	5,976	60.2%
TOTAL STREET DEPARTMENT	346,274	261,707	84,567	75.6%

<i>OTHER TRANSPORTATION</i>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	11,697	5,488	6,209	46.9%
Operating Expenses	54,914	11,237	43,677	20.5%
TOTAL OTHER TRANSPORTATION	66,611	16,726	49,886	25.1%

<i>VEHICLE AND FACILITY MAINTENANCE</i>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	103,801	68,613	35,188	66.1%
Operating Expenses	21,027	8,613	12,414	41.0%
Capital Outlay	3,500	-	3,500	0.0%
TOTAL VEHICLE AND FACILITY MAINTENANCE	128,328	77,226	51,102	60.2%

<i>GOLF COURSE</i>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	206,068	147,986	58,082	71.8%
Operating Expenses	195,667	157,093	38,574	80.3%
Capital Outlay	10,000	5,224	4,776	52.2%
TOTAL GOLF COURSE	411,736	310,303	101,433	75.4%

CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF MAY 31, 2015

<i>PARKS DEPARTMENT</i>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	167,008	104,083	62,925	62.3%
Operating Expenses	62,053	46,735	15,319	75.3%
Capital Outlay	8,000	7,924	76	99.1%
TOTAL PARKS DEPARTMENT	237,061	158,742	78,319	67.0%

<i>MOBILE HOME PARK</i>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	47,268	31,433	15,835	66.5%
Operating Expenses	105,031	70,802	34,229	67.4%
Capital Outlay	-	-	-	0.0%
TOTAL MOBILE HOME PARK	152,298	102,234	50,064	67.1%

<i>WAY BUILDING</i>				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	5,256	1,204	4,052	22.9%
Operating Expenses	24,044	20,551	3,493	85.5%
TOTAL WAY BUILDING	29,300	21,755	7,545	74.2%

TOTAL GENERAL FUND EXPENSES	4,638,357	2,875,306	1,763,051	62.0%
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**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
BUDGETED REVENUE
AS OF MAY 31, 2015**

	Budgeted	Actual	Remaining	% Used
Small Cty. Surtax	472,806	306,401	166,405	64.8%
Interest SBA	-	-	-	-
Other Interest Earnings	-	-	-	-
Interest on Investment Acct	-	-	-	-
Unrealized Gain	-	-	-	-
Other Miscellaneous	-	-	-	-
Fund Balance Reserves	-	-	-	-
Total Surtax/Capital	472,806	306,401	166,405	64.8%

**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
EXPENSES
AS OF MAY 31, 2015**

	Budgeted	Actual	Remaining	% Used
Way Building				
Council Chambers	-			
Improvements	-			
Total Way Building	-			
Streets				
Street, Sidewalks & Curbs	372,806	-	372,806	0.0%
Stormwater Projects	-	-	-	-
Machinery & Equipment	-	-	-	-
Principal Bond Payments	-	-	-	-
ADM Fees - Bond 2003	-	-	-	-
Interest Bond Payments	-	-	-	-
Bond Administration Expense	-	-	-	-
Improvements (Computer Upgrades)	-	-	-	-
Total Streets	372,806	-	372,806	0.0%
Debt Service				
Principal	-	-	-	-
Interest	-	-	-	-
Total Debt Service	-	-	-	-
Police				
Improvements	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Police	-	-	-	-
Parks and Recreation				
Improvements Golf Course	-	-	-	0.0%
Land	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Parks	-	-	-	0.0%
Contingency	100,000	15,408	84,592	15.4%
Total Transfers	-			
Total Capital Improvement/ Surtax	472,806	15,408	457,398	3.3%

**CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
REVENUE
AS OF AS OF MAY 31, 2015**

WATER/SEWER ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Water Revenue	2,227,710	1,426,486	801,224	64.0%
Water Tap Fees	4,500	13,743	(9,243)	305.4%
Water Reconnect Fees	25,000	17,120	7,880	68.5%
Late Fees	75,000	82,261	(7,261)	109.7%
Sewer Revenue	1,589,684	1,034,441	555,243	65.1%
Sewer Tap Fees	1,000	2,544	(1,544)	254.4%
Water Meter Deposit interest	-	-	-	0.0%
Miscellaneous	-	740	(740)	100.0%
Fund Balance	360,617	-	360,617	0.0%
Total Current Revenues	4,283,510	2,577,335	1,706,176	60.2%

**CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
EXPENSES
AS OF MAY 31, 2015**

WATER/SEWER ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
Water Treatment Plant				
Personnel Services	175,866	140,723	35,143	80.0%
Operating Expenses	350,175	178,680	171,495	51.0%
Capital Outlay	-	-	-	0.0%
Debt Service Principal	478,696	-	478,696	0.0%
Total WTP Expenses	1,004,737	319,403	685,334	31.8%
Waste Water Plant				
Personnel Services	253,014	180,195	72,819	71.2%
Operating Expenses	488,403	394,583	93,820	80.8%
Capital Outlay	20,000	19,948	52	99.7%
Total WWP Expenses	761,417	594,726	166,639	78.1%
Utility Collections & Billing				
Personnel Services	232,919	146,263	86,656	62.8%
Operating Expenses	70,668	34,214	36,454	48.4%
Total UB Expenses:	303,587	180,477	123,110	59.4%
Water Systems				
Personnel Services	146,279	95,565	50,714	65.3%
Operating Expenses	89,967	46,026	43,941	51.2%
Capital Outlay	32,000	761	31,239	2.4%
Total Debt Service	623,167	569,645	53,522	91.4%
Total Water Systems Expenses	891,413	711,997	179,416	79.9%
Waste Water Systems				
Personnel Services	139,320	79,359	59,961	57.0%
Operating Expenses	62,273	31,477	30,796	50.5%
Capital Outlay	-	-	-	0.0%
Total Waste Water Systems Expenses	201,594	110,836	90,758	55.0%
City-County Interconnect	-			
US #17 Widening	50,000	5,883	90,758	11.8%
Subtotal:	3,212,747	1,923,322	1,336,014	59.9%
RENEW AND REPLACE	450,000	98,546	351,454	21.9%
CONTINGENCY	620,763	-	620,763	0.0%
TOTAL WATER/SEWER ENTERPRISE FUND EXPENSES:	4,283,510	2,021,868	2,261,642	47.2%

CITY OF ARCADIA
 SOLID WASTE ENTERPRISE FUND
 REVENUES / EXPENSES
 AS OF MAY 31, 2015

SOLID WASTE ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Garbage Revenue	758,626	496,741	261,885	65.5% *
Extra Trash Pick-Up	15,000	14,584	416	97.2% *
Other Income	-	-	-	0.0%
Miscellaneous	-	-	-	0.0%
TOTAL SOLID WASTE REVENUES	773,626	511,325	262,301	66.1%

SOLID WASTE ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	249,193	164,340	84,853	65.9%
OPERATING EXPENSES	251,433	158,005	93,428	62.8%
LANDFILL CHARGES	273,000	150,995	122,005	55.3%
CAPITAL OUTLAY	-	-	-	0.0%
TOTAL SOLID WASTE EXPENSES	773,626	473,340	300,286	61.2%

**CITY OF ARCADIA
AIRPORT ENTERPRISE FUND
REVENUES / EXPENSES
AS OF AS OF MAY 31, 2015**

AIRPORT ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Federal Grants	140,000	-	140,000	0.0%*
State Grants - D.O.T. - Lighting	-	-	-	0.0%
State Grants - D.O.T. - Pavement	-	2,655	-	0.0%
Rent	65,400	24,486	40,914	37.4%
Insurance Reimbursements	-	-	-	0.0%
TOTAL AIRPORT REVENUES	205,400	27,141	180,914	13.2%

AIRPORT ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
CAPITAL OUTLAY	140,000	216,841	(76,841)	154.9%*
OPERATING EXPENSES	65,400	27,863	37,537	42.6%
TOTAL AIRPORT EXPENSES	205,400	244,704	(39,304)	119.1%

*The total amount for FAA Grant for Master Plan is 237,024. A budget amendment will be made to reflect that.