AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 N. POLK AVE., ARCADIA, FL
TUESDAY, JULY 03, 2012
6:00 PM

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

PRESENTATION

Employee of the Month of June 2012 – Jeanie "Helen" Raines

CONSENT AGENDA

1. Minutes of June 12, 2012 Budget Workshop Meeting
2. Minutes of June 19, 2012 Regular Meeting
3. Check warrants from 06/19/12, 06/22/12, 06/26/12, 06/27/12 and 06/28/12

DISCUSSION ITEMS

4. Grant Opportunity for McSwain Park (Interim Administrator)

5. Quarterly Report from AAAC (Interim Administrator)

6. Wingman Aviation Contract (Interim Administrator)

7. Firefighter Health Insurance Benefit Update (Interim Administrator)

8. Sale of Surplus Scrap Metal Procedure (Interim Administrator)

9. Mobile Home Park and Highway 17 Widening (Interim Administrator)

10. Insurance (Interim Administrator)

ORDINANCES

11. **ORDINANCE NO. 975: FIRST READING OF AN ORDINANCE DELETING SECTION 70-6 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA; RPVODING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

12. **ORDINANCE NO. 976: FIRST READING OF AN ORDINANCE AMENDING SECTION 60-3 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO PERMIT CITIZENS OF DESOTO COUNTY TO SERVE ON THE HISTORIC PRESERVATION COMMISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

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

Please TURN OFF or SILENCE all cell phones

COMMENTS FROM DEPARTMENTS

13. City Marshal – June report included in packet

14. Attorney
    a. Special Event Permit Application

15. Interim Administrator
    a. FLC Delinquent Business Tax Program Refund
    b. Future budget amendment for Paving/Sidewalk
    c. Emergency Preparedness

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

MAYOR AND COUNCIL MATTERS

ADJOURN

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

Please TURN OFF or SILENCE all cell phones

MINUTES
CITY COUNCIL WORKSHOP
CITY OF ARCADIA
TUESDAY, JUNE 12, 2012
5:30 PM

ITEM # 1

CALL TO ORDER, ROLL CALL

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

Arcadia City Council
Mayor Keith Keene
Deputy Mayor Alice Frierson
Councilman Robert Heine
Councilman Joseph E. Fink
Councilman Robert Allen

Arcadia City Staff
Interim Administrator Judi Jankosky
Steve Underwood, WWTP Supervisor
City Recorder Virginia S. Haas
Jerry Cordes, PW Supervisor
Finance Director Jorge Santana

DISCUSSION:

Mr. Santana reported that the City was provided an estimated ad valorem on June 1, 2012 of $172 million which is a 6.7% decrease from the previous year of $184 million. The decrease will account for a shortfall in ad valorem of $95,000. He stated the deficit is now at $767,176.

Mr. Santana responded to Deputy Mayor Frierson that the ½ cent sales tax was calculated by utilizing eight months of accounting and equating that over a twelve month period. He noted if that revenue increases or decreases the amount would be modified up until September 2012. He replied to Deputy Mayor Frierson that the fund balance increase of $400,000 was used to balance the budget.

1. Physical Environment 2012/2013 Budget
    a. Garbage/Solid Waste

Mr. Jerry Cordes, Public Works Supervisor, stated that the garbage/solid waste budget remains the same with the exception of requested machinery and equipment. He is requesting a new rear loader in the amount of $140,000 because of costly repairs to the two older trucks. Mrs. Jankosky clarified that the $6,000 under the sanitation budget is for dumpsters and the $9,000 under streets is for replacement of signs throughout the City.

    b. Cemetery

Mr. Cordes stated the cemetery budget was reduced under repairs from $4,000 to $1,200 and no machinery is requested this year.

2. Transportation 2012/2013 Budget
    a. Streets

Mr. Cordes stated $9,000 is required for street signs and poles. He would like to get 50 signs and 50 poles. He responded to Councilman Allen that the last time he heard Monroe was to be paved all the way through however the work was stopped by the Administrator. Then they were to hire consultants to assess which streets were to be paved. He stated that there is nothing in the budget for street paving only shell and patch. Patch is $109 per ton. Mr. Cordes responded to Mayor Keene that he is requesting purchase of a fire box burner in the amount of $85,000. He continued that currently they conduct burns at the cemetery as allowed by the Forestry Department. He stated that the debris removal accounts for $96,000 per year added to the landfill fees. Mayor Keene asked what kind of permit is required for the burn box. Mr. Cordes spoke to the Forestry Department who told him that he could burn 99% of the time which limits wear and tear on the back hoes. Mr. Cordes stated he gets complaints about the burns most of the time. He noted that this machine would pay for itself in a year. Mayor Keene asked if Mrs. Jankosky could find the requirements for permitting, FDEP rules and report back to the Council. The Forestry Division asked that a layer of shell be placed around the machine.

    b. Trans./Traffic

Mr. Steve Underwood, WWTP Supervisor stated that all the money in this fund is provided from FDOT for the maintenance of lighting and traffic control for the State Highways. He stated that the City has never been over in this budget and any money left over at the end of the year is absorbed into the general fund.

    c. General Maintenance

Mr. Steve Underwood reported under the general maintenance budget there is only a total of $27,000 for operating expenses. This is maintenance of all buildings and operating of the city garage for all repairs to city vehicles. Mr. Underwood stated his employees go beyond the call of duty in getting quotes and the best pricing for materials. He encouraged Council to come by and visit the departments to see what they are working with.

Mr. Cordes asked Council to consider a 3% increase for the streets and sanitation employees who perform hard labor, most only making $8 to $9 per hour.

PUBLIC COMMENTS – No public comment

COUNCIL MEMBER COMMENTS

Councilman Fink stated that Council needs to look closely at various ways to reduce expenditures because these departments are self generating. He stated he was hoping the Marshal was in attendance and according to the Charter he should be in attendance so we could discuss what other Cities are doing to cut back on expenditures. He continued that the Police Department is the only department we have money in and

mentioned Cape Coral and how they handled similar shortfalls. He stated that we may need to take $80,000 in personal services from that department which is only a tenth of what is actually required. He asked can we really afford to be in a $700,000 deficit.

Mayor Keene affirmed that the Council is heading in the right direction however this year may require borrowing from reserves as we plan towards decreasing the expenditures in the coming budget years. Mr. Santana replied that there is $3.2 million in reserves plus one certificate of deposit. Mrs. Jankosky reported that the budget workshops remaining are Culture/Recreation and the Enterprise funds. Councilman Fink reiterated that according to the Charter the Marshal or his representative should be in attendance at any meetings of the Council.

Mr. Santana replied to Deputy Mayor Frierson that as of today the deficit for 2011/2012 is $526,000. There is $379,000 in surplus however we still have to operate through June, July, August and September. The revenues are decreasing and the expenditures will increase.

Mayor Heine asked about the Police Department car fleet. Mr. Underwood replied that the newer cars are Dodge Chargers which don't seem to fair as well as the older Crown Vics.

Deputy Mayor Frierson suggested a separate meeting with Marshal Lee regarding the Police Department as this may be the only place to trim expenditures.

Council agreed to hold an additional budget workshop on July 10, 2012 at 5:30 p.m. to review the Police Department budget.

ADJOURN

Having no further business, the workshop was adjourned at 6:15 PM.

APPROVED THIS ___ DAY OF ____, 2012

By:

_____

Keith Keene, Mayor

ATTEST:

_____

Virginia S. Haas, CMC
City Recorder

MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, JUNE 19, 2012
6:00 PM

CALL TO ORDER, INVOCATION PLEDGE OF ALLEGIANCE & ROLL CALL

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

Councilman Heine gave the invocation followed by the Pledge of Allegiance and roll call.

Arcadia City Council

Mayor Keith Keene
Councilman Robert Heine
Councilman Robert R. Allen
Deputy Mayor Alice Frierson
Councilman Joseph E. Fink

Arcadia City Staff

Interim Administrator Judi Jankosky
Marshal Charles Lee
City Attorney Thomas J. Wohl
City Recorder Virginia S. Haas
Captain Matt Anderson
Finance Director Jorge Santana

CONSENT AGENDA

1. Minutes of May 29, 2012 Budget Workshop Meeting
2. Minutes of June 5, 2012 Workshop Meeting
3. Minutes of June 5, 2012 Regular Meeting
4. Check warrants from 06/01/12, 06/06/12, 06/07/12, 06/11/12, 06/12/12 and 06/14/12
5. Air-Cadia flowage and hanger report for May 2012
6. Certificate of Appropriateness for 200 W. Hickory
7. July 4th Sponsorship Advertisement with Arcadian Newspaper
8. Re-appointing members to the Planning and Zoning Board

Councilman Fink made a motion to approve items number 1, 2, and 4-6 on the consent agenda and pulled item number 2 for comment. The motion was seconded by Councilman Heine and carried 5-0.

Mrs. Jankosky responded to Councilman Fink that the revised minutes were not posted on the website. Councilman Fink asked that the revisions be read into the record. The City Recorder read the verbatim revised changes and additions to the minutes into the record as follows:

"Dr. Miller at this time began exiting the Council Chambers.

VERBATIM:

Mrs. Jeanie Martin rose and asked to speak to Dr. Miller, "I want to speak with him".

Councilman Heine "If you want to – do it outside." "He's through."

Councilman Fink: "Mr. Mayor, if Mrs. Martin would like to speak, I don't have a problem with her speaking"....inaudible speaking... "That's a Council decision, not an individual Councilman's decision.

Jorge Santana, Finance Director: "So the public can't speak about this?

Councilman Fink: "Apparently not."

Mayor Keene: "I have no objection, Mr. Attorney?"

Attorney Wohl: "There, there's...the public should be....have an opportunity to address this issue."

Mr. Richard Bower stated that he felt there may not be fair play in the decision made. He explained that he got to know Dr. Miller very well and this decision was made with emotion and is a step back for the City."

A motion was made by Councilman Fink and seconded by Councilman Heine to approve the June 5, 2012 minutes as revised and presented. The motion carried 5-0.

PUBLIC HEARING

9. First Public Hearing – FFY 2012 Small Cities Community Development Block Grant (Mr. Corbett Alday, Guardian)

Mr. Antonia Jenkins, Guardian, explained this is the first public hearing required in applying for the 2012/2013 Small Cities Community Development Block Grant (CDBG). He stated he would like to first review the fair housing ordinance then move onto the public hearing.

10. Fair Housing Workshop – City of Arcadia Fair Housing Ordinance (Mr. Corbett Alday, Guardian)

Mr. Jenkins stated that the City of Arcadia does not discriminate in housing and passed out fair housing facts, contact information and booklets in English and Spanish. Next Mr. Jenkins reviewed the three types of potential grant categories: 1) Housing rehabilitation 2) Neighborhood revitalization and 3) Commercial revitalization. He asked for public and Council questions. Mr. Jorge Santana, Finance Director asked what portion of the $700,000 grant would be used for rehabilitating homes. Mr. Corbett Alday, Guardian, responded that this would be the Council's decision however the maximum administrative fees are $112,500. The remaining funds not utilized are transferred to construction or temporary relocation. Mr. Jenkins stated that the current grant money for temporary relocation was not completely utilized and those remaining funds were used toward construction approved in a grant modification. Mr. Corbett replied to Councilman Heine that the State does not allow funds comingled for housing

and infrastructure. Mr. Jenkins, finding no further questions, asked if the Council might consider a motion to move forward to a second public hearing.

A motion was made by Councilman Heine and seconded by Councilman Allen to continue the grant process and schedule the second public hearing. The motion carried 5-0.

DISCUSSION ITEMS

11. Draft Agenda and Potential date(s) for Visioning Session (Mayor Keene)

Council agreed to schedule the Second Visioning Workshop for July 21, 2012 from 9 to noon in the Way Conference room.

12. Special Event Permit, street closure and waiver of fees – Fourth of July Independence Day Parade sponsored by the Arcadia Elks Lodge 1524 and Five Star Youth of America.

A motion was made by Councilman Fink and seconded by Councilman Heine to approve the special event permit, street closure and waiver of fees for the Fourth of July Parade. The motion carried 5-0.

13. Fund Cash Analysis – Repair and replacement fund re-allocation (Jorge Santana, Finance Director)

Mr. Santana reviewed the fund cash report for the end of May 2012. He explained that the water and sewer fund over the last decade has spent more money than was generated resulting in negative $2.2 million. That fund must be positive at the end of the fiscal year and this is achieved by the other cash accounts within that fund. If the City continues to use funds from the renewal and replacement account such as paving Monroe, sidewalks and paving of Nursing Home drive at the hospital, the City may fall into a negative within that fund. Mr. Santana suggested utilizing the capital improvement fund for any future paving and sidewalk installations.

14. Appointing the Planning and Zoning Board to serve as the Citizens Advisory Task Force (CATF) for purposes of the Small Cities Community Development Grant Funding applications. (City Recorder)

Mrs. Jankosky reported that applying for the next CDBG grant cycle would require a Citizens Advisory Task Force. In the past the Council appointed the Planning and Zoning Board to serve in that capacity.

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to appoint the Planning and Zoning Board to serve in the capacity of the Citizens Advisory Task Force. The motion carried 5-0.

15. Historic Preservation Commission Ordinance and memberships. (Interim Administrator)

Mrs. Jankosky stated that currently the City's Planning and Zoning Board also serves as the Historic Preservation Commission however there may be some interest from the Historical

Mr. Gary Frierson asked should the County raise the MSBU and the City's schedule of fees eventually diminishes to zero would the City receive the difference. Attorney Wohl responded that the City and County would be meeting again to review the rate structure, talk about the future station and he would report back to Council.

Mrs. Jankosky asked if it was the Council's pleasure to request quotes on the City's health insurance benefit package. The Council agreed.

26. Interim Administrator
    a. Smith-Brown Gym RFP roof repair/replace

Mrs. Jankosky reported that one quote was obtained for replacement of the roof at Smith-Brown Gym and an RFP was prepared however; safety and fire inspections were being conducted. She asked if she could return to Council with those updates prior to going out to bid so they would have a better idea on the total cost of repairs. Council agreed.

    b. Jet and Fountain at Lake Katherine

Mrs. Jankosky stated that it is the City's responsibility for the upkeep of the jet and fountain at Lake Katherine. Team Arcadia is interesting in assisting with the improvements to the fountain. Mrs. Ann Pepper stated that Mr. Vaughn Aiken is interested in assisting with the restoration of the jet.

    c. FEMA appeal for T-Hanger repairs

Mrs. Jankosky reported that the second FEMA appeal for the T-Hanger repairs was denied and a copy of the notice was provided to each Council Member.

    d. Update on electric lift crane

Ms. Jankosky reported that the 1991 WWTP electric lift crane brakes went out and needs repair in the amount of $8,500. The repair money is within the budget however she wanted to let Council know in advance.

PUBLIC **(PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)**

Ms. Jeanie "Helen" Raines, Parks employee, asked about the merit raises. She explained that employee morale is low and few care or have the courage to speak up. She continued there are rumors that employees will have to pay back the bonuses and she knows this would put a burden on most. She stated that employees have been threatened with layoff rumors and she hopes that she doesn't receive repercussions for speaking. She asked that the Council consider the employees and their work when they discuss the budget. Mayor Keene clarified to Ms. Raines that the bonuses already received by employees would not have to be returned and those bonuses not yet received were scheduled to continue as usual to the end of the fiscal year.

Dr. Lorenzo Dixon stated that Mayor Keene was doing a superb job and following the Sunshine Law by ensuring the public is allowed to speak. He noted his sorrow that any member of the Council would deny Mrs. Jeannie Martin the opportunity to speak.

Mr. Charles Conklin applauded Mayor Keene for his service. He stated he was angered at the last meeting and wanted to ask Deputy Mayor Frierson, Councilman Heine and Councilman Allen to step down and cause an investigation into the matter. He continued that the Council needs to go out into the public and see the people that are working in the community supplying food to the needy.

Ms. Janie Watson stated her support for the merit bonuses. She asked about the grass at the Parker House to which Marshal Lee responded the location was cited today.

Mrs. Martha Craven stated that she had differences with the past Administrator however now is the time to move on and find someone to perform due diligence.

MAYOR AND COUNCIL MATTERS

Mayor Keene asked Mrs. Daley to say hello to her daughter who was running for the School Board position.

ADJOURN

There being no further business the meeting adjourned at 7:45 p.m.

APPROVED THIS ____DAY OF _____, 2012.

By:

_____
Keith Keene, Mayor

ATTEST:

_____
Virginia S. Haas, City Recorder

ITEM # 3

WARRANT: 20120610 06/19/2012 DUE DATE: 06/19/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87768	1963	BV OIL COMPANY,INC	MAY 2012	100	INV	06/19/2012	15,426.61	MAY 2012 - FUEL/OIL
87769	1017	FLORIDA DEPARTMENT OF REVEN	MAY 2012	100	INV	06/19/2012	718.18	24-8012488558-7: MAY 2
87770	2677	SOUTHWEST FLORIDA WATER MAN	ERP APP 665159	100	INV	06/19/2012	100.00	ERP APPLICATION 665159
					WARRANT TOTAL		16,244.79	

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

WARRANT: 20120609 06/22/2012 DUE DATE: 06/22/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87722	40060	DESOTO CNTY BOARD OF	CITY GOVT	100	INV	06/22/2012	210.00	BASE FEE FIRE INSPECTI
87723	1535	NAPA AUTO PARTS	188682	100	INV	06/22/2012	35.47	MANUAL TRANSFER PUMP
87756	2585	ON-SITE ANTIFREEZE RECYCLIN	11809_AIRPORT	100	INV	06/22/2012	20.09	GLY-COOL HD FULLY FORM
					WARRANT TOTAL		265.56	

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

WARRANT: 20120608 06/22/2012 DUE DATE: 06/22/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87709	10175	ARCADIA ELECTRIC CO	16350	100	INV	06/19/2012	15.00	WIRENUT LARGE BLUE
87710	2538	CNH	P03827	100	INV	06/19/2012	40.88	ACCT NO. 504393 11365
87711	2697	DUVAL ASPHALT	88668MB	100	INV	06/19/2012	2,157.11	E-Z STREET COLD MIX
87712	222	JEAN-PIERRE LACROIX	WEB000044	100	INV	06/19/2012	115.00	SERVICE CALL
87713	450	LAZENBY & ASSOCIATES	12125	100	INV	06/19/2012	535.75	SERVICE CHARGES FOR MI
87714	80125	LOU'S HYDRAULIC SALES & SER	5101A	100	INV	06/19/2012	4.30	MALE PIPE/MALE PIPE 90
87715	120120	LOU'S PAINT SPOT	137752	100	INV	06/19/2012	.85	3/8" AIR HOSE
87716	2151	PEACE RIVER SHOPPER	12825	100	INV	06/19/2012	75.00	AD
87717	2587	PITNEY BOWES GLOBAL FINANCI	8315426-JN12	100	INV	06/19/2012	256.32	LEASE NO. 8315426
87718	190070	SHORT ENVIRONMENTAL	12-1585	100	INV	06/19/2012	130.00	SAMPLE 5/29-31/12
87720	2441	UNITED IRRIGATION SUPPLY	2636	100	INV	06/19/2012	27.43	2" AIR RELIEF VALVE ME
87724	2554	ADT SECURITY SYSTEMS INC	69166669	100	INV	06/19/2012	27.45	CUST NO. 01300 1313146
87725	1893	ARCADIA DO-IT-BEST HARDWARE	A307115	100	INV	06/19/2012	16.92	SPR AUST
87726	1679	ARCADIA PRINTING,LLC	10667	100	INV	06/19/2012	22.50	SIGNATURE STAMP FOR JU
87728	10030	W & S ENTERPRISE ACCOUNT	72065	100	INV	06/19/2012	59.14	ACCT NO. 2090697500
87729	431	FLORIDA DEPARTMENT OF LAW E	335915	100	INV	06/19/2012	24.00	CUST NO. 335915
87731	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 SHFFLBRD	100	INV	06/19/2012	7.42	86589-32937: 12 S BREV
87732	80010	HACH COMPANY	7793775	100	INV	06/19/2012	356.95	TOP STIRRER 4X4
87733	2128	ODYSSEY MANUFACTURING CO.	165475	100	INV	06/19/2012	881.25	HYPOCHLORITE SOLUTIONS
87734	2128	ODYSSEY MANUFACTURING CO.	165474	100	INV	06/19/2012	734.25	HYPOCHLORITE SOLUTIONS
87735	701	RML SERVICES	09558	100	INV	06/19/2012	174.04	20X20 FILTER
87736	701	RML SERVICES	09557	100	INV	06/19/2012	103.95	FAN DRIVE BELT
87737	701	RML SERVICES	09470	100	INV	06/19/2012	168.00	REPAIR TO AC
87738	701	RML SERVICES	09555	100	INV	06/19/2012	340.00	FILTER/ACID/FRION
87739	230045	WESTERN AUTO ASSOC STORE	10063314	100	INV	06/19/2012	88.05	UPS

WARRANT: 20120608 06/22/2012 DUE DATE: 06/22/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87741	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 GOLF CAR	100	INV	06/19/2012	882.71	26069-35985: 1769 NE L
87742	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 PRO SHOP	100	INV	06/19/2012	10.86	53062-54037: 1769 NE L
87743	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 GOLF PMP	100	INV	06/19/2012	17.81	16289-31998: 1769 NE L
87744	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 GOLF MET	100	INV	06/19/2012	50.33	45975-18598: 1769 NE L
87745	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 GOLF RR	100	INV	06/19/2012	51.99	16279-33961: 1769 NE L
87746	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 GVT OL	100	INV	06/19/2012	32.07	26059-37958: 1769 NE L
87747	1515	HELENA CHEMICAL CO.	23740390	100	INV	06/19/2012	511.50	ILLOXAN/PODIUM
87750	2585	ON-SITE ANTIFREEZE RECYCLIN	11809	100	INV	06/19/2012	200.91	GLY-COOL HD FULLY FORM
87751	180003	R & R PRODUCTS, INC.	CD1571087	100	INV	06/19/2012	149.95	HUSQVARNA 125B HANDHEL
87752	2657	ELLISON SYSTEMS INC	1338562553	100	INV	06/19/2012	244.32	PAPER PRODUCTS
87753	105	SPRINT	05252012	100	INV	06/19/2012	110.35	CUST NO. 357865890
87754	2681	SOUTHEAST ROOFING CONSULTAN	2433	100	INV	06/19/2012	5,049.00	RE-ROOF @ GOLF COURSE
87755	200075	TOTAL PEST CONTROL OF	839547	100	INV	06/19/2012	45.00	PEST CONTROL
87758	1348	CRANKSHAW VETERINARY SERVIC	1216	100	INV	06/19/2012	387.28	ACCT NO. 02287
87759	1451	DESOTO AUTO MALL	13795	100	INV	06/19/2012	60.89	MOTO ASY
87760	1451	DESOTO AUTO MALL	13789	100	INV	06/19/2012	43.13	SWITCH OIL
87761	1451	DESOTO AUTO MALL	13788	100	INV	06/19/2012	28.09	VALVE
87762	1535	NAPA AUTO PARTS	188789	100	INV	06/19/2012	347.40	OIL
87763	1535	NAPA AUTO PARTS	188738	100	INV	06/19/2012	347.40	OIL
87764	1535	NAPA AUTO PARTS	188719	100	INV	06/19/2012	56.72	SPARK PLUG/COIL
87765	1535	NAPA AUTO PARTS	188790	100	CRM	06/19/2012	-347.40	OIL
87766	2587	PITNEY BOWES GLOBAL FINANCI	8364259-JN12	100	INV	06/19/2012	60.94	LEASE ACCT NO. 8364259
87767	190073	SIRCHIE FINGERPRINT LAB	0084281-IN	100	INV	06/19/2012	37.56	PORELON STAIN-LESS REP
87771	1893	ARCADIA DO-IT-BEST HARDWARE	B105905	100	INV	06/19/2012	24.32	MURIATIC ACID
87772	40050	DESOTO AUTOMOTIVE INC	323381B	100	INV	06/19/2012	38.24	KWIK CONNECT/GASKET/CA

WARRANT: 20120608 06/22/2012 DUE DATE: 06/22/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87773	40060	DESOTO CNTY BOARD OF	GOVT FIRE INSP 2012	100	INV	06/19/2012	160.00	FIRE INSPECTIONS FOR M
87774	10030	W & S ENTERPRISE ACCOUNT	72083	100	INV	06/19/2012	25.20	ACCT NO. 2090708200
87775	10030	W & S ENTERPRISE ACCOUNT	72441	100	INV	06/19/2012	25.20	ACCT NO. 2110915600
87776	10030	W & S ENTERPRISE ACCOUNT	72082	100	INV	06/19/2012	25.20	ACCT NO. 2090708000
87777	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 CITY HL	100	INV	06/19/2012	769.84	26417-31993: 123 W HIC
87778	1515	HELENA CHEMICAL CO.	99312040	100	INV	06/19/2012	4,597.50	FERTILIZER
87779	1515	HELENA CHEMICAL CO.	119466526	100	INV	06/19/2012	270.00	PODIUM
87780	2439	TD EQUIPMENT FINANCE INC	JUNE 2012	100	INV	06/19/2012	11,772.65	ACCT NO. 40066715
87781	2682	SIMPLIFILE, LLC	201207191	100	INV	06/19/2012	23.20	COUNTY RECORDING FEES/
87782	278	SUNSTATE METER & SUPPLY,INC	12845		INV	06/19/2012	828.75	NEPTUNE SUPPORT QUOTE
87783	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 OK SCL X	100	INV	06/19/2012	8.04	54755-19517: 415 W OAK
87784	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 OK SCH X	100	INV	06/19/2012	8.24	24800-91236: 324 W OAK
87785	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 SWGE PLT	100	INV	06/19/2012	7,946.89	24483-39941: 223 S PAR
87786	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 HIBISCUS	100	INV	06/19/2012	33.09	35352-38921: 200 HIBIS
87787	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 GOLDEN	100	INV	06/19/2012	83.94	15106-36952: 1180 SW G
87788	130065	MEYER RADIATOR SERVICE	100980	100	INV	06/19/2012	1,400.00	SKIMMER ARM ROLLERS FO
87789	190070	SHORT ENVIRONMENTAL	12-1628	100	INV	06/19/2012	1,105.00	SAMPLE 4/26/12
87790	2583	CENTRAL FLORIDA RPC	1011 10248	100	INV	06/21/2012	7,500.00	PLANNING ADVISORY SERV
87791	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 BALDWIN	100	INV	06/19/2012	587.87	25256-87261: 30 S BALD
87792	2128	ODYSSEY MANUFACTURING CO.	165776	100	INV	06/19/2012	825.00	HYPOCHLORITE SOLUTIONS
87793	1560	US POSTAL SERVICE	06202012_PERMIT 1531	100	INV	06/20/2012	2,500.00	PERMIT 1531 - JUNE 201
87799	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 WAY BLDG	100	INV	06/19/2012	984.32	16067-36906: 23 N POLK
87800	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 10 MICHI	100	INV	06/19/2012	6.35	77909-46177: 10 MICHIG
87801	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 DELAWARE	100	INV	06/19/2012	6.35	77666-24402: 3 DELAWAR
87803	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 13 MICHI	100	INV	06/19/2012	6.35	07924-93496: 13 MICHIG

WARRANT: 20120608 06/22/2012 DUE DATE: 06/22/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87804	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 4 DELAWA	100	INV	06/19/2012	6.35	13741-18592: 4 DELAWAR
87805	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 90 ARIZO	100	INV	06/19/2012	6.35	14354-94271: 90 ARIZON
87806	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 26 IOWA	100	INV	06/19/2012	6.35	41941-53187: 26 IOWA S
87807	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 14 MICHI	100	INV	06/19/2012	6.35	44658-19037: 14 MICHIG
87808	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 ENT LTS	100	INV	06/19/2012	9.56	45462-36987: 705 S BRE
87809	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 40 IOWA	100	INV	06/19/2012	6.35	55192-33943: 40 IOWA S
87810	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 35 IOWA	100	INV	06/19/2012	6.35	55472-39979: 35 IOWA S
87811	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 33 IOWA	100	INV	06/19/2012	6.35	68624-24436: 33 IOWA S
87812	2128	ODYSSEY MANUFACTURING CO.	165775	100	INV	06/19/2012	761.25	HYPOCHLORITE SOLUTIONS
87813	2688	SWAINE & HARRIS, PA	10931	100	INV	06/19/2012	1,500.00	MATTER NO. 6524-001
87814	2219	UNITED AMERICAN INSURANCE C	JUNE 2012	100	INV	06/19/2012	439.00	POL 8004420
87815	60090	FLORIDA POWER & LIGHT	MAY/JUN '12 VOL PRK	100	INV	06/19/2012	12.32	86639-39968: 16 S VOLU
					WARRANT TOTAL		59,068.49	

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

WARRANT: 20120612 06/26/2012 DUE DATE: 06/26/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87827	2257	PEACE RIVER DISTRIBUTING CO	00050083	100	INV	06/26/2012	97.40	BEVERAGES FOR PRO SHOP
					WARRANT TOTAL		97.40	

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

WARRANT: 20120612 06/26/2012 DUE DATE: 06/26/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87827	2257	PEACE RIVER DISTRIBUTING CO	00050083	100	INV	06/26/2012	97.40	BEVERAGES FOR PRO SHOP
					WARRANT TOTAL		97.40	

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

WARRANT: 20120615 06/27/2012 DUE DATE: 06/27/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87884	314	ACTION MOWER SALES & SERVIC	ESTIMATE 249	100	INV	06/27/2012	7,438.86	61" 25 HP KOHLER CAT
87885	314	ACTION MOWER SALES & SERVIC	ESTIMATE 251	100	INV	06/27/2012	791.97	26 CC SHAFT TRIMMER
					WARRANT TOTAL		8,230.83	

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

WARRANT: 20120616 06/27/2012 DUE DATE: 06/27/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87886	2580	J J TAYLOR COMPANIES INC	9239131	100	INV	06/27/2012	179.25	BEVERAGES FOR PRO SHOP
					WARRANT TOTAL		179.25	

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

WARRANT: 20120619 06/28/2012 DUE DATE: 06/28/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
87906	10100	CITY OF ARCADIA	MAY/JUNE 2012	100	INV	06/28/2012	13,661.86	MAY & JUNE RETIREE HEA
87907	1797	SALEM TRUST COMPANY	MAY/JUN 2012	100	INV	06/28/2012	25,881.40	CITY CONTRIBUTIONS: 5/
					WARRANT TOTAL		39,543.26	

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

WARRANT: 20120618 06/28/2012

VENDOR	VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	VOUCHER	CHECK	COMMENT
CASH ACCOUNT: 81000	10400	EQUITY IN POOLED CASH								
40073	DESOTO COUNTY TA	00000	06282012	100	INV	06/28/2012	88.10	87897	52344	TITLE/TAG TRANSFER
CASH ACCOUNT 81000	10400						88.10			TOTAL

ITEM # 5

MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, Interim City Administrator

DATE: June 25, 2012

SUBJECT: Quarterly Report from Arcadia Airport Advisory Committee (AAAC)

The Arcadia Airport Advisory Committee has been working on several projects:

1. Logo and signage – the committee felt a logo for signage, stationary, shirts, postcards, marketing...would be a good project to work on. The committee is still ironing out some wrinkles to the design but hope to present it to Council in the next month or two.

2. Marketing Plan – looking toward the future of the airport Mr. Chase has put together a draft marketing plan which is attached. The committee plans to take a section each meeting to determine strengths and weaknesses and what it is going to take to implement the action. This is expected to take several months to a year to complete.

3. Mowing standard – still under discussion with the committee. Currently the FAA does not publish a mowing standard for grass runways/taxiways but are considering it and are taking public comment at this time.

4. Minimum Standards – the current (arguable if adopted) Minimum Standards are not relevant to Arcadia Airport. The committee just received a set of standards in Word which can be revised (track changes) and will be working through them in accordance with FAA regulations and grant assurances to produce a set of Minimum Standards that are applicable to Arcadia Airport. This is expected to take several months to a year as well.

AAAC meeting May 17, 2012
2nd look June 21, 2012
City Council goal: "Improve profitability at Airport."

Draft Marketing Plan (Chase)

Reasons to market the Airport:

1. Improve Airport Image
   * Attract additional activity and business to the Airport.
   * Keep existing tenants.
   * Increase number of based aircraft & hangars.
   * Increase profitability.

2. Improve Airport Support
   * Rally public & corporate support for the Airport.
   * Inform the community & other stake holders of benefits of a local Airport.
   * Promote Airport to funding agencies.
   * Apply for any and all grants that will help improve the Airport.

Situational Analysis of Airport:

* What are the airport's strengths and weaknesses?
* What are its main services and who are its users & tenants?
* How is recent performance and what are trends at the Airport?
* Who is the airport's competition?
* What are the problem areas (internal or external) that might dampen the airport's prospects?
* What are the opportunities?
* Suggestions / ideas

Consider inviting airport tenants, community leaders & service organizations, both City & County, to supply input to the above questions as part of the review.

Obtain Adequate Water Supply at Airport

Objective: Make future development possible.
Action: Work with County on water supply.
Action: Plan route and future supply points.
Action: Run water line to site.

Strengthen the Airport Image

Objective: Increase public awareness/attract new business.
Action: Public relations workshop for Airport personnel.
Action: Host annual Aviation Day.
Action: Establish other Airport events.
Action: Update website.
Action: Create new Logo and Entrance Sign.
Action: Develop a Marketing Plan & Brochure.
Action: Volunteer greeters / free coffee on weekends.
Action: Supply wood chocks for all arrivals.
Action: Establish a protocol for greeting planes & visitors.

Improve Profitability

Objective: 1. Attract new business to the Airport.
Action: Build more T-hangars. (Airports make money by leasing hangars or land)
Action: Work with local EDC & other stakeholders County wide for leads & follow-up.
Action: Develop an easy step by step plan to follow for businesses that want to operate on the Airport.

Objective: 2. Lease vacant Airport property to Aviation Businesses.
Action: Contact near by Airport businesses.
Action: Advertise on website & send flyers.

Improve Appearance of Airport

Objective: 1 Establish entrance landscape project.
Action: Enlist volunteers.
Action: Seek materials donations.
Action: Complete project.

Objective: 2 Improve looks of runways & taxiways.
Action: Resurface & restripe traffic areas & update lighting.
Action: Establish mowing program / specs on grass height.

Objective: 3 Improve looks of entire Airport.
Action: Remove excess items from Airport grounds. (Tires, lumber, plastic containers etc.) Using prisoner work crews.
Action: Keep fence line sprayed for grass. (Prisoners)
Action: Replace security signs on fence with spelling corrected.

Objective: 4 Establish display aircraft at entrance.
Action: Work with Air Force & private sector.
Action: Enlist volunteers to maintain display.

Objective: 5 Spruce up terminal building.
Action: Paint exterior & interior.
Action: Decorate interior / aviation related.
Action: Wooden rockers for porch.
Action: Furnish pilots lounge.
Action: Establish internet connection.
Action: Digital information screen.

Airport Appearance Objectives 1- 5 *could all be done using very little money by seeking sponsors for much of it. IE: Porch Rockers could be printed with sponsors' name and phone # on top rail.*

Make the Airport a "Destination"

Objective: 1 Establish monthly fly-in breakfast or lunch.
Action: Locate volunteer group to hold event.
Action: Publicize on internet aviation calendars.
Action: Set special fuel price for weekends.

Objective: 2 Establish a picnic area and camping area for use by guest pilots and local civic croups.
Action: Work with businesses to design, build & sponsor.
Action: Establish community & camper guide database.

Campers Guide Features:

- Number of campsites and field location
- Contact info: FBO, City & "Local Buddies"
- List of facilities: tie-downs, picnic tables, BBQ grills etc.
- Directory for off airport info: Work with City, County, Chamber of Commerce, for listings of any off airport info a guest might like to have. i.e. places to eat, transportation, lodging, stores, recreation, places of interest, medical facilities & special events. (this will get local businesses involved in the project) This will all be listed on the Airport Camping page of the website.

Additional thoughts.

Place a sign at airport with website address. (Air & land view)

Host the Chamber and or EDC at Airport for after hours or breakfast gathering. Give PowerPoint presentation on airport.

Hold tenant appreciation gathering.

Long term: Establish a High School level Aviation Club. Give free ground school seminars and hold in conjunction with pancake breakfast or hot dog lunch fly-in days. This will help get more local people interested in aviation, as well as build support for the airport.

ITEM # 6

MEMORANDUM

TO: City Council

FROM: Judi Jankosky, Interim City Administrator

DATE: June 28, 2012

SUBJECT: Rickey Hilton Airport Business Agreement

Attached is the business agreement with Rickey Hilton for conducting specialized aeronautical services of aircraft repair and maintenance at the Arcadia Airport for discussion.

The necessary research to determine if the hanger in which Rickey wishes to work meets the fire code requirements is not yet complete. Rickey has his County business license to operate as a mobile aircraft mechanic; however, the location of business is his home. Because of the location being at his home a fire inspection of the hanger was not required. This delayed the fire inspection that was needed to make a determination regarding level of mechanics allowed in the hanger. An airport wide fire inspection was ordered by the City. The fire inspection was performed and our airport consultants and I met on June 21 with Fire Inspectors, Rick Sudol and Juanita Gaitan to go over the report. There are several issues that need further research. Our airport consultants are investigating the most cost effective manner in which to address any violations and to help delineate the level of mechanics that will or will not be allowed in the hanger Rickey wishes to work from. The reason the delineation between level of mechanics needs to be determined is because certain type engine repair and maintenance activities will change that hanger classification from a Type II to a Type III which then requires fire suppression (sprinklers).

Times of the past where you can throw together a hand shake agreement are gone. There are many federal, state and local regulations that must be followed, especially if our airport is going to accept grant funding. Administration realizes it has been months since the initial proposal but had the business license been obtained with the Hanger as the business location the fire inspection would have been done months ago. Also, if Arcadia Airport have sufficient infrastructure and facilities this entire process would be a little easier. If the City works with the Fire Inspectors perhaps we can come to a mutual agreement or perhaps not but at this point Administration has no recommendations but to let Administration and our airport consultants continue to work through the violations and definitions of "repair" and "maintenance" with Rick and Juanita.

Because of rumors and misinformation, Rick and Juanita "respectfully request that one person be the lead for this project. This should help to alleviate any misinformation being construed. It would be prudent if all questions regarding this report be generated to this spokesperson in writing, and then forwarded to the person (s) or agency needed to supply an answer."

CITY OF ARCADIA MUNICIPAL AIRPORT
AVIATION LEASE AND OPERATING AGREEMENT

CITY OF ARCADIA, FLORIDA

THIS LEASE AND OPERATING AGREEMENT (the "Agreement") is made and entered into on this _____ day of _____, 2012, by and among the City of Arcadia, Florida, a Florida municipal corporation, (the "City"), and Wingman Aviation, ("Wingman").

RECITALS

WHEREAS, the City owns and operates the Arcadia Municipal Airport (the "Airport") in the City of Arcadia, County of DeSoto, Florida; and

WHEREAS, Wingman desires to establish a Specialized Aviation Service Operation (SASO) of an aircraft airframe, powerplant and engine/accessory repair and maintenance shop at the Airport; and

WHEREAS, the City wishes to encourage the establishment of the operations sought by Wingman at the Airport and believe such operations will assist the Airport in accommodating general aviation.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

ARTICLE I
TERM

The term of this lease shall be for a period of one (1) year, commencing on the _____ day of _____, 2012. Wingman shall have the option to extend the term of this Agreement for two (2) additional one (1) year periods, exercisable upon ninety (90) days' written notice to the City prior to the then-applicable termination date. The term shall automatically expire on the _____ day of _____, 2013, unless earlier terminated under the provisions of this Agreement or unless extended at the option of Wingman. Any such extension shall be upon the same terms and conditions as are contained in this Agreement, with the exception of the established rental rate. Regardless of any extensions hereunder, the term of this Agreement shall in no situation extend beyond April 1, 2015.

ARTICLE II
LEASED PREMISES

City hereby leases to Wingman the following portions of the Hanger F, unit 3 (the "Premises") further described as follows:

Hanger F, Unit 3 and an acre of land as described by attached sketch

For purposes of this Agreement, the term "Premises" shall include the right of ingress and egress for both vehicles and aircraft and all fixtures built or existing as part of the Hanger F-3 as of the commencement of this Agreement. Further, for purposes of this Agreement, the term "Premises" shall include leasehold improvements constructed by Wingman pursuant to Article VIII of this Agreement.

ARTICLE III
APPROVAL OF SPECIALIZED AVIATION SERVICE OPERATION

The City hereby approves the establishment by Wingman of a Specialized Aviation Service Operation ("SASO") at the Airport. Such SASO shall be as detailed in this Agreement, but generally shall involve an aircraft repair, maintenance and inspection operations.

ARTICLE IV
PAYMENTS

A. Payments and Fees:

In consideration of the rights and privileges granted by this Agreement, Hilton agrees to pay to the City during the term of this Agreement the following:

1. Payments: The base annual lease rent shall total $5,199.96 for the first year following the commencement of this Agreement. Such rent shall be paid monthly in advance, in the amount of $433.33, plus applicable sales tax for the Premises, with the first payment to be made on or before the first day of _____, 2012, and a like payment to be made on or before the first day of each month thereafter during the term of this Agreement. Such base annual lease rent shall be adjusted every year on the anniversary date of this Agreement based on the increase or decrease in the Consumer Price Index for the intervening period of time or three percent (3%), whichever is less. The rate of such increase or decrease will be determined using the standard formula set forth by the Department of Labor and Statistics and shall be based upon the Consumer Price Index for All Urban Consumers.

2. Percentage of Gross Receipts: By January 31 of each year, Wingman shall pay to the City a sum equal to no less than one percent (1%) of the gross income generated by the operations at the Airport for the year ending December 31. Additionally, if this Agreement is terminated on a date other than December 31, at the time this Agreement is terminated, Wingman shall pay to the City a sum equal to no less than one percent (1%) of the gross income generated by the operations at the Airport for the period from January 1 of the year during which the termination is occurring and the date of termination within thirty (30) days. All payments under paragraph A shall be paid directly to the City.

B. Delinquency Charge: A delinquency charge of five percent (5%) per month shall be added to payments required by Paragraphs A.1. or A.2., above, which are rendered more than ten (10) days delinquent.

C. Place of Payment: All payments due to the City from Wingman shall be delivered to City of Arcadia, 23 N. Polk Ave., Arcadia, FL 34266.

D. Disputes: In the event that any dispute may arise as to rental payments or payment of the percentage of gross receipts, the amount claimed due by the City shall be paid forthwith and the dispute shall be submitted to a certified public accountant, agreeable to both parties, who shall determine the rights of the parties hereunder in conformity with generally accepted accounting principles. The fees due said accountant for such service shall be paid by the unsuccessful party, or in the event the determination is partially in favor of each party, the fee shall be borne equally by the parties.

E. Fees Payable to Other Parties:

1. Taxes: Wingman shall be responsible for any taxes assessed upon the property and improvements thereto, for each year the lease is in effect or pro-rata portion thereof. Wingman shall pay all taxes for both real and personal property that may be levied and assessed by any governmental agency upon the leased premises, including, but not limited to, Ad-Valorem and Solid Waste assessments. Failure to pay said taxes shall constitute a breach of this Agreement and be cause for either the City to declare an immediate default.

2. Utilities: Wingman and City agree the average electric bill in 2011 for all three units of Hanger F was $XXXX. Any electric bill over $XXXX for Hanger F during the term of this lease will be billed to Wingman and due on a monthly basis. Wingman and City also agree the average water bill is $XXXX for all three units Hanger F. Any water usage that creates a water bill over $XXXX will be billed to Wingman and due on a monthly basis.

ARTICLE V
RIGHTS AND OBLIGATIONS OF WINGMAN

A. Required Services: A Specialized Aviation Service Operater (SASO) provides aircraft airframe, powerplant and engine/accessories repair and maintenance, annual inspections, 100 hour inspections, 50 hour inspections, 25 hour inspections as well as supplying parts for these operations. Wingman is responsible to provide those services its owner and employees are certificated, rated and authorized by the FAA to perform.

B. Insurance Coverage: Obtain and maintain continuously in effect at all times during the term of the Agreement, at Wingman's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor and further described in Article X below.

C. Authorized Services: Wingman may use the leased premises for the repair, maintenance and inspection of aircraft in accordance to FAA certificates, ratings and authority held by owner and employees. Wingman may not as part of this Agreement or as part of its operations at the Airport (i) lease or otherwise authorize aircraft tie-down space on a temporary or permanent basis outside of the leased area; or (ii) sell oil, fuel, or lubricants not associated with repair, maintenance or inspection work performed by Wingman.

D. Rules and Regulations: At all times, Wingman shall abide by the rules and regulations of the Federal Aviation Administration and all other applicable regulations imposed by the City, as owner of the Airport, and/or any governmental authority, including, but not limited to, the County of DeSoto, the State of Florida, and the United States of America. Wingman shall abide by those all such rules and regulations as they exist on the date of commencing this Agreement and as modified and amended from time to time thereafter.

E. Interference/Hazard: Wingman expressly agrees for itself, its successors, and assigns to prevent any use of the Premises which would interfere or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

F. Height Restrictions: Wingman expressly agrees for itself, its successors, and assigns to restrict the height of all structures, objects of natural growth, and other obstructions on the Premises to such a height so as to comply with Federal Aviation Administration regulation, Part 77 and all other applicable Federal Aviation Administration standards.

G. Care of Petroleum Products: Wingman shall handle, use, store and dispose of petroleum products, and all other materials (including hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Authority statutes, regulations, rules, and ordinances. No waste or materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of Wingman, Wingman shall be responsible for the clean up, containment, and otherwise abatement of such contamination at Wingman's sole cost and expense. Further, Wingman shall notify the City, and all appropriate governmental agencies of such occurrence immediately. Should Wingman fail to do so, the City may take any reasonable and appropriate action in Wingman's stead. The cost of such remedial action by the City shall be paid by Wingman. City reserves the right to view any manifests, receipts, records or chains of custody related to the handling, use, storage and disposal of petroleum products and all other materials (including hazardous material) owned by or used by Wingman.

ARTICLE VI
APPURTENANT PRIVILEGES

A. Use of Airport Facilities: Wingman shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas.

B. Maintenance of Airport Facilities: Air-Cadia and the City shall remain responsible pursuant to their separate agreement for the general maintenance of all public and common or joint areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as, in its opinion, are required and necessary for the safe and efficient operation of the Airport.

C. Fuel Facilities: Pursuant to their separate agreement with the City, Air-Cadia shall maintain fuel facilities to adequately supply Wingman's fuel demands.

D. Signs: Wingman may keep and maintain one (1) sign no larger than 32 sq. ft. at the entrance normally used by occupants of the area in which the leased premises are located designating the business being operated thereon. All signs, and placement thereof, must comply with applicable requirements as set forth in applicable city, county, and state regulations.

ARTICLE VII
RESERVED RIGHTS OF THE CITY

A. Non-Exclusive Rights: Notwithstanding anything herein contained that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive, and the City herein reserves the right to grant similar privileges to another operator or operators on other parts of the airport.

B. Reservation of Right-of-Way: The City does hereby reserve unto themselves, their successors and assigns, for the use and benefit of the public, the use of airspace for the public above the Premises, together with the right of flight for the passage of aircraft in the airspace above the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on or about the Airport. In addition, the City reserves a general easement over, under, and across the Premises. The City, through their respective officers, agents, servants, or employees, shall have the full and unrestricted right to enter the Premises for the purpose of doing any and all things which party is authorized or required to do under the terms of this Agreement or for the purpose of performing governmental functions under federal, state, or local rules, regulations, and laws, including, but not limited to, necessary and proper inspections under applicable health, mechanical, building, electrical, plumbing, and fire codes, or other health, safety, and general welfare regulations enforced pursuant to the City's police powers. Additionally, Lessee's rights hereunder shall be subject to all existing and future utility easements and rights-of-way granted by the City for the installation, maintenance, inspection, repair, or removal of facilities owned or operated by electric, gas, water, sewer, communication, or other utility companies and to all rights of such utility companies under ordinance or statute to utilize publicly owned property in providing utility service; provided however, such utility easements shall not unreasonably or unnecessarily interfere with Hilton's proper use, development, and maintenance of the Premises. Such inspections shall be undertaken only at reasonable times.

C. Reserved Rights of Development: The City at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Wingman from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.

ARTICLE VIII
LEASEHOLD IMPROVEMENTS

A. City Improvements: The City has agreed to make certain improvements to the Premises as follows: No improvements to be made by the City.

B. Wingman's Improvement: Wingman may make improvements to the Premises pursuant to the following:

1. All contractors doing work on the Premises must be licensed by the County of DeSoto or be registered or certified by the State of Florida. Appropriate permits must be obtained from the City and/or the County of DeSoto, prior to commencement of any building, electrical, or plumbing work on the leased premises. A clearance must also be obtained from the DeSoto Fire Department and DeSoto County Health Department, if applicable.

2. All improvements are to be submitted to the Airport Director for review and approval prior to any construction activities being undertaken.

3. It is agreed and understood that all structures and leasehold improvements undertaken pursuant to this provision shall become the sole and exclusive property of the City upon the termination of this Agreement.

4. The City's title and interest in the leased premises shall not be liable for or subject to liens arising out of any improvements on the property. Wingman, its heirs or assigns shall notify all contractors, subcontractors, materialmen, mechanics, laborers, and others who perform any work, labor or services or who finish any material, or otherwise participate in the improvements to the property that Wingman has no power to subject the City's interest to any claim for contractors', materialman's, or laborer's liens, or for any other lien, mortgage or encumbrance.

5. If any leasehold improvements shall be damaged or destroyed, then Wingman shall repair or replace the same, returning them to pre-damage condition, within a reasonable period of time, not to exceed sixty (60) days.

6. Wingman is hereby granted the right to make reasonable improvements located on the Premises as from time-to-time it shall desire to make, provided however, that said alterations requiring a building permit must be approved in advance in writing by the City, which approval shall not be unreasonably withheld.

7. Wingman understands and agrees that the hanger in which maintenance and repair work is being performed from is a shared hanger of three (3) units and any damages arising to other hangers or articles stored in the other hangers from Wingman's operation will be the sole responsibility of Wingman.

ARTICLE IX
MAINTENANCE

Wingman agrees to properly maintain and be solely responsible for the maintenance of the leased Premises, shall keep the grounds and building in a safe, neat, and presentable condition, and shall not suffer or permit waste or deterioration of the Premises. Wingman and the City hereby acknowledge that they have inspected the Premises described herein, and Wingman accepts them in their present condition, without warranties of any kind from the City as to the suitability or safety of the Premise for its intended use.

ARTICLE X
INSURANCE

A. Required Insurance: Wingman shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Wingman's sole expense, the following insurance:

1. Commercial General Liability: Wingman shall maintain a policy for liability insurance which shall include bodily injury, personal injury and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability. Coverage shall be per occurrence to protect the City against claims for injury or death to persons and damage to property while on or about the leased premises in the minimum amount of One Million ($1,000,000.00) combined single limits for bodily injury, personal injury and property damage. The City shall be an additional insured on any such policy.

2. Hangerkeeper's Liability. Wingman shall maintain a policy for hangerkeeper's liability to include property damage for all non-owned aircraft under the care, custody and/or control of the Operator as follows:

HANGERKEEPER'S LIABILITY – Largest Aircraft Accommodated		
SE Piston Group I	Each Aircraft	$250,000
	Each Occurrence	$500,000
ME Piston Group I	Each Aircraft	$500,000
	Each Occurrence	$1,000,000
Turboprop Group I	Each Aircraft	$1,000,000
	Each Occurrence	$2,000,000
Turboprop Group II	Each Aircraft	$2,000,000
	Each Occurrence	$4,000,000

3. Real and Personal Property Casualty Insurance: Wingman shall maintain a Fire Policy, including all risk endorsement and extended coverage endorsement in the amount of the buildings just value. The coverage shall be written on a repair or replacement cost basis, and shall include necessary demolition and debris removal. The City shall be named insured on any such policy.

4. Certificate of Insurance: A Certificate of Insurance, evidencing the coverage stated above, shall be delivered to the City at least ten (10) days prior to Wingman taking possession of the Premises. This certificate shall also provide that the City shall each receive written notification directly from the insurer at least thirty (30) days in advance of any cancellation or lapse of such insurance.

5. Insurance/Hold Harmless: Wingman shall protect and save the City harmless from any and all liability arising out of any act, omission, or negligence, or alleged act, omission, or negligence, of any officer, agent, employee, licensee, or invitee of Wingman. Wingman shall indemnify and save the City harmless from any costs, loss, damage, or expense arising out of or in connection with any accident causing death or injury to any person, or damage to any property on the leased premises, arising out of Wingman's use of the Premises.

6. Notice: The City and Wingman mutually agree to notify the parties hereto in writing as soon as practicable of any claim, demand, or action arising out of an occurrence covered hereunder of which each has knowledge or becomes aware, and each shall cooperate in the investigation and defense thereof.

ARTICLE XI
WINGMAN AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Wingman acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction, and payment of Wingman's employees shall be the sole responsibility of Wingman, and the City shall not attempt to exercise any control over the daily performance of duties by Wingman's employees.

ARTICLE XII
NON-DISCRIMINATION

Wingman, for itself, successors in interest or assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land during the term of this Agreement that in the event facilities are constructed, maintained, or otherwise operated on the Premises, Wingman shall maintain and operate such facilities and services in compliance with all other requirements imposed, pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

Wingman, for itself, successors in interest or assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land during the term of this Agreement that:

A. No person on the grounds of race, color, gender, religion, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, gender, religion, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. Wingman shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

D. In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement provided however the procedures of 49 CFR have been followed and completed, including expiration of appeal rights.

ARTICLE XIII
ASSIGNMENT

Wingman shall not, without prior written notice to and upon written approval of the City, mortgage or encumber its leasehold estate herein, or transfer or assign the same, or sublet the premises or any part thereof to one or more sub-lessees. In no event shall Wingman be released from any obligations or liabilities imposed by the terms of this Agreement unless so released by the City. Any assignment or sublease shall be for purposes which do not violate zoning regulation or include any unlawful, noxious, or offensive activities. No use shall be made of the Premises which will constitute a hazard or interference with air traffic to and from the Airport.

ARTICLE XIV
REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or actions of Lessor or the United States pursuant thereto. During any national emergency declared by the President or by the Congress, the United States shall have the right to take exclusive or non-exclusive control and possession of the Premises, or of such portion thereof it may desire, with the rent to be abated accordingly in proportion to said occupancy.

ARTICLE XV
DEFAULT AND TERMINATION

A. Termination by Wingman: This Agreement shall be subject to termination by Wingman in the event of anyone or more of the following events:

1. The abandonment of the Airport as an airport or airfield for the type of activity specified under this Agreement.

2. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of Wingman's business.

3. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the Airport or any substantial part or parts thereof, in such a manner as to restrict substantially Wingman from conducting business operations for a period in excess of ninety (90) days.

B. Termination by the City: This Agreement shall be subject to termination by the City in the event of any one or more of the following events:

1. The default by Lessee in the performance of any of the terms, covenants, or conditions of this Agreement, including rental or fee payments, and the failure of Wingman to remedy, or undertake to remedy, to the City's satisfaction, such default for a period of thirty (30) days after receipt of notice from the City to remedy the same.

2. Wingman files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Wingman and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

3. An assignment of this Lease, without prior written consent of the City. In this provision, an assignment or transfer of this Lease shall include any and all interest which one may have or claim in this Lease.

C. Exercise: Exercise of the rights of termination set forth in Paragraphs A and B, above, shall be by written notice to the other party.

D. Removal of Property: Upon termination of this Agreement for any reason, Wingman, at its sole expense, shall remove from the Premises all signs, trade fixtures, furnishings, personal property, equipment, and materials which Wingman was permitted to install or maintain under the rights granted herein, excluding buildings, hangars, sheds, or structures of any kind. If Wingman shall fail to do so within thirty (30) days, then the City may effect such removal or restoration at Wingman's expense, and Wingman agrees to reimburse the City for such expenses promptly upon receipt of a proper invoice thereof.

E. Cause of Breach; Waiver:

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Wingman to pay fees, rents, or other charges to the City.

2. The waiver, or delay in enforcement, of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation, or default in or with respect to the same or any other covenant or condition thereof. Any waiver by the City must be obtained in writing by Wingman.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

A. Entire Agreement: This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by all parties.

B. Severability: If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. Attorney Fees: In the event either party is forced to retain or employ an attorney for enforcement or collection, the non-prevailing party shall pay all costs thereof, including all reasonable attorneys' fees.

D. Notices: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

To the City: City of Arcadia
Attn: Airport Director
23 N. Polk Ave.
Arcadia, FL 34266

To Lessee: Wingman Aviation
2807 NW Haile Dean Rd.
Arcadia, FL 34266

E. Headings: The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

F. Governing Law: This Agreement is to be construed in accordance with the laws of the State of Florida.

G. Venue: The parties herein stipulate that any litigation arising out of the terms of this Agreement shall be held in the Twelfth Judicial Circuit in and for DeSoto County, Florida.

H. Successors and Assigns: All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

CITY OF ARCADIA, FLORIDA,
a municipal corporation created and existing under the laws of the State of Florida

ATTEST:

By: _____
Virginia Haas, City Recorder

By: _____
Keith Keene, Mayor

APPROVED AS TO FORM:

By: _____
William S. Galvano, City Attorney

WINGMAN AVIATION

By: _____
Rickey Hilton, President

WITNESSES:

_____
Name: _____

_____
Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by RICKEY HILTON as President of Wingman Aviation. He is personally known to me or produced _____ as identification, and he did not take an oath.

_____
Notary Public, State of Florida
Print Name: _____

(Seal)

ITEM # 7

MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, Interim City Administrator

DATE: June 27, 2012

SUBJECT: Firefighters Health Insurance

DISCUSSION: Council asked Administration to verify that the Council approved pro-rata share rate for Ricky Woods was 94%. Attached are the minutes from the April 3, 2012 Council meeting.

Mr. Ricky Wood had 23 ½ years of service with the City of Arcadia. The pro-rata share the City is picking up is 94%. The Interim Administrator was asked to determine the pro-rata share for Mr. Karl Lewis whom has 21 years, 8 months of service with the City of Arcadia. After many calculations, it appears the formula used to calculate Mr. Woods benefit was 23.5/25 which is 94%. Using the same formula for Mr. Lewis of 21.75/25 years the pro-rata share the City would pick up is 87%. However, in verifying this formula is the most accurate representation of determining the percentage per the policy I performed this calculation - 20 years (which should provide a 50% pro-rata share) divided by 25 equals 80%. The numbers did not appear to add up. Further calculations found the following:

20 years	50%
20 ½ years	55%
21 years	60%
21 ½ years	65%
22 years	70%
22 ½ years	75%
23 years	80%
23 ½ years	85%
24 years	90%
24 ½ years	95%
25 years	100%

Using the above table, Karl Lewis falls between the 65% - 70% (average 67.5%) of premium payment as long as he maintained continuous major medical health insurance coverage providing a minimum of an 80/20 benefit schedule.

Whichever formula Council chooses to approve, per the policy, proof of continuous coverage with an 80/20 benefit schedule must be submitted for the record prior to the implementation of the premium payments.

time. Attorney Galvano responded that the time period could be shortened however they were taking into account scheduled Council Meetings. Councilman Fink responded that he saw no reason to reinvent the wheel and it appears to be working for the County. Attorney Gladfelter asked County Administrator Guy Maxcy how the towing Ordinance was working. County Administrator Maxcy responded that the City spent much time creating a working Ordinance however the County is very willing to work with the City to improve the Ordinance further. Attorney Galvano stated that the County Ordinance does not address nonconsensual towing it only sets fees. Attorney Gladfelter agreed and stated there is no where to point in the code to tell a service what the rules and procedures are on nonconsensual towing. Deputy Mayor Frierson and Councilman Allen agreed to move forward with a type of unified Ordinance through working with the County to see what deficits may exist.

Attorney Galvano reported that his office recommends putting together Ordinances for referendum at the next election cycle to address the Charter changes. Councilman Fink requested a workshop. **Deputy Mayor Frierson agreed along with encouraging public attendance. Council agreed to a workshop prior to the first meeting in May. Councilman Heine encouraged staff to work with the Supervisor of Elections to ensure we are meeting timelines.**

10. Administrator
    1. City Attorney Submittals

Dr. Miller reported that packets were distributed with the twelve (12) City Attorney submittals for Council review. He asked the Council how they would like to proceed. Attorney Galvano responded he has six weeks remaining in his contract. **After some discussion, Council agreed to each Council Member submits their top three picks to City Administration by Tuesday, April 10, 2012. City Council agreed to hold interviews in a workshop scheduled for April 24, 2012 at 5 p.m.**

2. Recommendation on Health Ins. Prem. Payment Plan (R. Wood)

Dr. Miller reported that he, Mayor Keene and Ricky Wood met to discuss retirement health benefits. A pro-rated health insurance benefit at 94% was discussed because Mr. Wood currently has 23.5 years of service. The pro-rated benefit would cost the City $597.11 per month and Mr. Wood would pay $35.83 per month. Mr. Wood also agreed to fall under Medicare at age 65.

A motion was made by Councilman Heine and seconded by Councilman Fink to approve the recommendation as presented for health insurance benefit for Mr. Ricky Wood at 94%. Councilman Fink questioned if Mr. Wood would agree to fall under Medicare if he should become Medicare eligible. The motion was amended to include Mr. Wood agreeing to fall under Medicare if/when he becomes Medicare eligible. The motion carried 5-0.

3. CDBG Audit and Extension

ITEM # 8

MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, Interim City Administrator

DATE: June 28, 2012

SUBJECT: Disposition of scrap metal

This item is a revisit to a former proposal to allow the Administrator to authorize the disposal of scrap metal with a value of up to $100. As scrap metal prices fluctuate knowing the exact value before taking it to the recycling center is highly unlikely. Taking it to the recycling center for an estimate to potentially bring it back because it is worth more than $100 is a waste of taxpayer money.

After discussions with the City Attorney regarding liability and valuation, it is suggested that the Administrator be allowed to authorize staff to dispose of all scrap metal at a local recycling center upon immediate receipt of the material. To stockpile scrap metal could create a liability and we probably would not get a much better price than current market price for recyclables if put out to bid. Even if you got a little more from a bid that difference most likely does not outweigh the potential liability if someone were to get hurt on the stockpile.

Scrap metal does not include vehicles or equipment. It is meant to include old, twisted, unusable, broken...metal.

A motion is not needed on this item yet but if Council wishes to make such authorization, the Procedures for the Sale of Surplus City Tangible Property will need to be amended and brought back to Council for approval and adoption.

PROCEDURES FOR THE SALE OF SURPLUS
CITY TANGIBLE PROPERTY

1. For the purpose of these procedures, the term "CITY PROPERTY" may be used to individually or collectively refer to any vehicle, heavy equipment, office equipment, furniture, computer equipment, audio/visual equipment, scrap or salvageable material, or any other item or items being offered for public sale. However, use of the term does not preclude the itemization of specific or singular items that are being offered for sale as less than a unit. For example, to say "all 'CITY PROPERTY' will be inventoried and advertised" does not relieve the City from individually inventorying and listing in its advertisement each item to be offered for sale to the public. Yet to say "all 'CITY PROPERTY' will be sold 'as is'" indicates there is no warranty for any type of vehicle or equipment included in the public sale. Further, some items may be sold as a collective unit (e.g. a portable radio and charger) but will be so designated in the advertisement, publicity, marking and value placed on such item(s).

2. All CITY PROPERTY will be inventoried to include such information as the year, make, model, serial or VIN number, horsepower, power supply (battery operated, electric, gas-powered, diesel, etc.), size, identifiable markings and/or defects, status of working condition, and estimated value where applicable.

3. Value of CITY PROPERTY will be determined by one of the following methods:
   a) for vehicles, use of the Kelly Blue Book
   b) for equipment, average retail pricing of a comparable product from at least two vendors, less an estimated value based on usage, age, wear/tear, hours of operation, working condition, and physical defect
   c) for scrap and/or salvageable materials, per pound pricing based on junk/scrap market value.
   d) for any CITY PROPERTY which does not fit into one of the above categories, a minimum value will be determined for sale or public auction weighing the cost to the City to remove said item(s) if not sold.

4. All CITY PROPERTY to be offered at surplus sale will be:
   a) compiled in a list form and presented to the Council for their review and approval as a Consent Agenda item; and
   b) advertised according to the inventoried listing in a newspaper of general circulation in accordance with *F.S.* 274.06

5. The public shall have the right to inspect all CITY PROPERTY offered for surplus sale at a date and time established by the City and prescribed in the advertisement(s) noted above.

6. All CITY PROPERTY to be offered at surplus sale will be sold "As Is" without warranty or guarantee either stated or implied.

7. A minimum bid amount will be placed on each item.

These procedures were adopted at the regular meeting of the City Council on February 16, 2010

8. On the date and time of said surplus sale, all bidders will submit a sealed bid, on forms provided by the City, stating the item number, bid amount, bidder's name and telephone number.

9. All bids will be opened and recorded by City personnel immediately following the close of the open bidding period. The opening will be open to the public. The City reserves the right to reject any bid that is less than the stated minimum. Award will be made to the highest bidder per item.

10. Successful bidders will have until 4:00 PM on the day of sale to provide cash, money order or certified check, payable to the City of Arcadia. All transactions will be receipted in duplicate. Once the transaction has occurred, successful bidders shall remove their property from City premises. In the case of vehicles, the City will have on hand, the valid title to be transferred to the new owner.

11. Any item(s) not paid for or removed from City premises by 5:00 PM on the date of sale, will be forfeited and disposed of by and to the benefit of the City. The only exception to this stipulation is a written notice of agreement, *prepared in advance of the date of sale,* stating the excepted date and time of property removal signed by both the bidder and the City Administrator.

12. A) Notwithstanding the provisions noted above, the City reserves the right to contract with a licensed auctioneer for the sale of CITY PROPERTY. This service may be handled by either of the following methods:
    i) inclusion of CITY PROPERTY in an auction coordinated and established by an outside party to be held at any location deemed appropriate by the contracted auctioneer and scheduled separately from any surplus sale the City may choose to conduct.
    ii) contracted services with a licensed auctioneer to conduct the sale of CITY PROPERTY only on or at the location so designated by the City.

    B) Should the City elect to contract with a licensed auctioneer for the sale of CITY PROPERTY in the manner described in 12i or 12 ii above, the City agrees to said auctioneer's consignment percentage as may be negotiated in his/her contract.

13. The City Council, in its sole discretion, may elect to remove any CITY PROPERTY from the surplus property list and donate said property to an organization or club of its choosing.

****

PROCEDURES FOR THE COLLECTION OF MONIES FOR THE SALE OF SCRAP

1. Potential customers pay with certified check, money order or cash
2. Supervisor writes itemized and numbered receipt in triplicate
3. Customer gets one copy of receipt.
4. Supervisor retains one copy of receipt for Department records
5. Finance deposits cash and checks and logs in daily receipts - keeping a separate total of all receipts for scrap

These procedures were adopted at the regular meeting of the City Council on February 16, 2010

ITEM # 9

MEMORANDUM

TO: Arcadia City Council

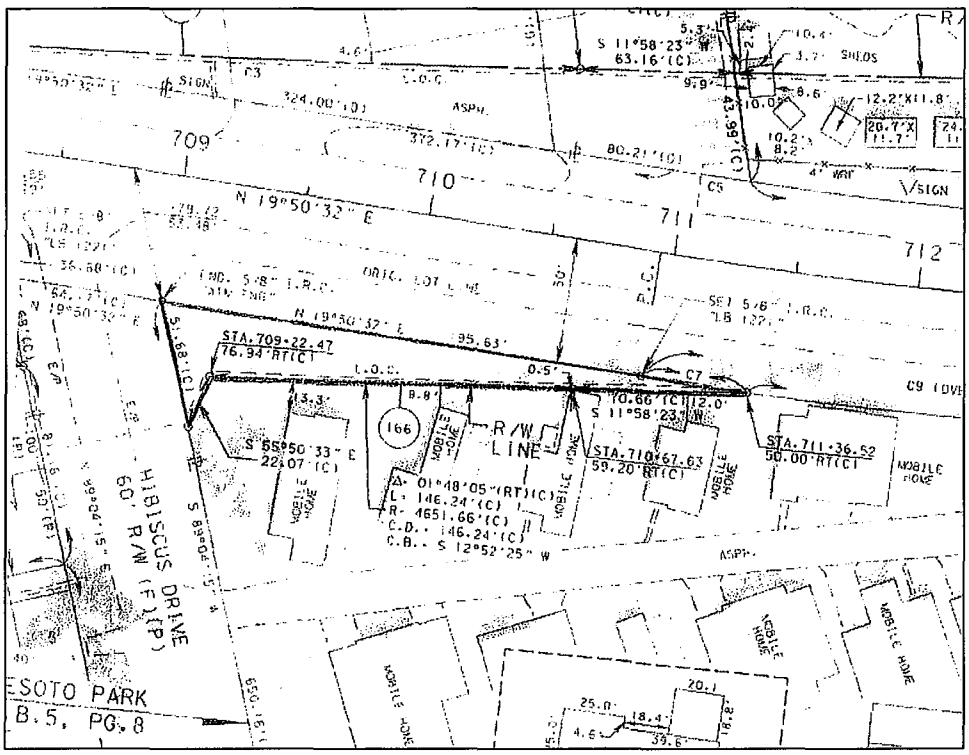
FROM: Judi Jankosky, Interim City Administrator

DATE: June 26, 2012

SUBJECT: MHP and Hwy 17 Widening Update

I met with Mr. Mohammad Faramarzifar with the Florida Department of Transportation regarding the MHP and Hwy 17 widening. The FDOT will need to secure additional right-of-way from the City of Arcadia at the northeast corner of 17 and Hibiscus Drive. A sketch of the area is below.

The FDOT is proposing to exchange that parcel of land for a noise wall for the MHP. The appraisal for that parcel is not yet complete and should be available in August or September but the cost for the wall is known and is estimated to be around $400,000. I inquired as to two mobile homes on the north end of the park that encroach into FDOT right-of-way by a few feet and Mr. Faramarzifar was not sure of the proposed cure for those situations. I did ask that he look into that because if those mobile homes need to be removed the city would suffer an economic loss in rent. I told Mr. Faramarzifar that I would put Council on notice of the proposal and upon the City receiving all the required information needed to make an informed decision we would put it on the agenda for formal consideration.



ITEM # 11

ORDINANCE NO. 975

AN ORDINANCE DELETING SECTION 70-6 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 70-6 of the Code of Ordinances of the City of Arcadia regulates the discharging of firearms; and

WHEREAS, Florida Courts have determined that Chapter 790 of the Florida Statutes preempts local laws on firearms; and

WHEREAS, it is in the best interest of the citizens of the City of Arcadia that Sec. 70-6 of the Code of Ordinances of the City of Arcadia be deleted,

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

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

SECTION 2. Amendment of the Code of Ordinances. Section 70-6 of the Code of Ordinances of the City of Arcadia is hereby deleted.

SECTION 3. Codification. The publisher of the City's Code of Laws, the Municipal Code Corporation, is directed to incorporate the amendments 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 _____, 2012.

CITY OF ARCADIA, FLORIDA

_____

KEITH KEENE, MAYOR

ATTEST:

By: _____
VIRGINIA HAAS
CITY RECORDER

PASSED ON FIRST READING: _____, 2012.

PASSED ON SECOND READING: _____, 2012.

APPROVED AS TO FORM:

_____
THOMAS J. WOHL, CITY ATTORNEY

ITEM # 12

ORDINANCE NO. 976

AN ORDINANCE AMENDING SECTION 60-3 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO PERMIT CITIZENS OF DESOTO COUNTY TO SERVE ON THE HISTORIC PRESERVATION COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 60-3 of the Code of Ordinances of the City of Arcadia regulates the Historic Preservation Commission; and

WHEREAS, citizens of DeSoto County should be permitted to serve on the Historic Preservation Commission; and

WHEREAS, it is in the best interest of the citizens of the City of Arcadia that Sec. 60-3 of the Code of Ordinances of the City of Arcadia be amended,

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

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

SECTION 2. Amendment of the Code of Ordinances. Section 60-3 of the Code of Ordinances of the City of Arcadia is hereby amended as follows:

"Sec. 60-3. Historic Preservation Commission.

A Historic Preservation Commission is hereby created. The City Council, in its discretion, may constitute a separate commission to sit in this capacity or may appoint the local planning agency for the City to serve in this capacity. If a separate body is constituted to serve in this capacity, the membership shall consist of at least seven (7) members and shall be comprised as follows, if available in the community: at least one member shall be a registered architect; at least one member shall be a historian; at least one member shall be a licensed real estate broker; all members shall have a known interest in historic preservation; and all members shall be citizens of ~~the city~~ DeSoto County. The commissioners shall be appointed by majority vote of the city council. The city administrator, or his/her designee, shall provide any necessary clerical or administrative support for the commission."

SECTION 3. Codification. The publisher of the City's Code of Laws, the Municipal Code Corporation, is directed to incorporate the amendments 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 _____, 2012.

CITY OF ARCADIA, FLORIDA

_____
KEITH KEENE, MAYOR

ATTEST:

By: _____
VIRGINIA HAAS
CITY RECORDER

PASSED ON FIRST READING: _____, 2012.

PASSED ON SECOND READING: _____, 2012.

APPROVED AS TO FORM:

_____
THOMAS J. WOHL, CITY ATTORNEY

City Marshal
Charles J. Lee

State of Florida
City of Arcadia

ITEM # 13

ARCADIA POLICE DEPARTMENT
COUNCIL REPORT

TOTALS FOR THIS REPORT PERIOD: JUNE 2012

ARREST ACTIVITIES			
FELONY ARREST	7	MISDEMEANOR ARREST	5
JUVENILE ARREST	4	TRAFFIC ARREST	0
WARRANT ARREST	7		

TRAFFIC ACTIVITIES			
ACCIDENT REPORTS	27	TRAFFIC CITATIONS	42
PARKING CITATIONS	2	WARNING CITATIONS	47

INVESTIGATIONS	
COMPLAINTS	587
CITY ORDINANCE VIOLATIONS	76

Charles J. Lee

CITY MARSHAL
06/26/2012

ADM (863)993-4000
FAX (863)993-4664

CITY OF ARCADIA

POLICE DEPARTMENT

725 N. Brevard Ave.

CHARLES J. LEE
MARSHAL

P.O. BOX 1014
ARCADIA, FL. 34265

CITY CODE ACTIVITIES

MONTH OF
JUNE 2012

CODE ENFORCEMENT OFFICER CARL MCQUAY

COURTESY NOTICES	39
NOTICE OF VIOLATIONS	17
CODE VIOLATIONS	
ABANDONED VEHICLES	**0**
COMMERCIAL VEHICLES	**0**
FENCES	**0**
HIGH GRASS/OVERGROWN LOTS	**26**
NUISANCE	**0**
OCCUPATIONAL LICENSES	**3**
PARKING VIOLATIONS	**0**
PERMIT VIOLATIONS	**7**
TRASH/JUNK/DEBRIS	**4**
UNSAFE STRUCTURES	**2**
WATER VIOLATIONS	**0**
YARD SALES	**2**
ZONING VIOLATIONS	**2**
TOTAL CODE VIOLATIONS	**46**
CODE COMPLAINTS	0
CONTACTS	0
FIELD WORK	54
FOLLOW UP	25
POSTING	20
INVESTIGATIONS	19
MAILING	25
RECORDS	0
CAB INSPECTIONS	0
CAB DRIVER'S PERMITS	4
TITLE COMPANY SEARCHES	7
HEARINGS	0
FINGERPRINTING	2
POSTAGE USED	$79.20

City of Arcadia
Special Event Permit Application

Please print or type application. All sections must be completed. Any questions should be directed to City of Arcadia, Assistant City Administrator at (863) 494-4114. Please return in person, fax: 863-494-4712 or email: jjankosky@arcadia-fl.gov.

General Information

Applicant: _____ **Indi.** ☐ **Corp.** ☐ **501c3** ☐

Contact: _____

Address: _____

City/State/Zip: _____

Telephone: Business Phone _____ Home Phone _____

Cell Phone _____ Email Address _____

Fax Number _____

Name of Event: _____

Date(s) Requested: _____

Location of Event: _____

Brief Description of Event: _____

_____

_____

Event Timeframe(s):

Setup: **Date:** _____ **Start:** _____**am/pm End:** _____ **am/pm**

Actual Event Time: Date: _____ Start: _____am/pm End: _____ am/pm

Cleanup: **Date:** _____ **Start:** _____**am/pm End:** _____ **am/pm**

Rain date: _____

Number of Expected Attendees/Participants: _____

Site plan attached? **Yes** ☐ **No** ☐

Is the event open to the public? Yes ☐ **No** ☐ **Fee?** _____

Have you held this event previously? **Yes ☐ No ☐ If yes, list dates** _____

_____

Does this event differ? **Yes ☐ No ☐** **If yes, explain** _____

<u>Entertainment</u>: **Yes ☐ No ☐ If yes, see below**

A complete detailed listing, including names, must be provided of all entertainment:

_____

_____

A complete detailed listing of all games, rides and any contractors used for carnival games and/or rides:

_____

_____

Will you be using a sound system? Yes ☐ No ☐ If yes, see below

Type of system and name of contractor, if applicable _____

_____

<u>Special Effects</u>: **Yes ☐ No ☐ If yes, see below**

Type of effects and name of contractor, if applicable _____

_____

Location of special effects: _____

Parades: **Yes ☐ No ☐ If yes, see below**

Who and how many will participate? This includes parade participants and spectators:

_____

Plan of route attached? **Yes ☐ No ☐**

<u>Proposed Retail Sales</u>: **Yes ☐ No ☐ If yes, see below**

How many vendor locations do you plan to accommodate? _____

Type of vending (including number of each):

Clothing _____ ****Food/beverage** _____ **Antiques** _____ **Jewelry**_____ **Misc.** _____

If miscellaneous, please describe in detail: _____

_____

** Please describe in detail all food vendors (If there is any onsite cooking, theDesoto County Fire Department will need to be notified): _____

_____

_____

_____

Alcohol Beverages/Liquor Liability: Yes □ No □ If yes, see below

Name of organization licensed to serve alcohol at this event: _____

_____

(Additional liability insurance may be required)

Type of organization serving alcohol: _____

Do you require City documentation for license? Yes □ No □

Promotion:

At what level will the event be promoted? (For example, local, regional, national)

_____

What type of publicity will be used? _____

Telephone number to be released for public information: _____

Signage: Yes □ No □ If yes, see below

How many? What dimensions? What location(s)? _____

_____

(Banners require scheduling through the City of Arcadia, Public Works Department, (863) 494-4334)

Facility Requirements: Yes □ No □ If yes, see below

Stages _____ Tents _____ Fences _____ Booths _____

Concession Stands _____ Miscellaneous _____

Describe in detail, including type and location _____

_____

(Special building permits are required for certain temporary structures)

Is electric going to be needed (if available)? **Yes □ No □**

Are city chairs needed (if available)? (Addt. Fee) **Yes □ No □ Amt:_____**

Use of the city stage (if available)? (Addt. Fee) **Yes □ No □**

Are city tables needed (if available)? (Addt. Fee) **Yes □ No □ Amt:_____**

<u>Port-O-Lets</u>: Yes □ No □ If yes, see below

How many port-o-lets will you be providing? (Indicate location(s) on site plan) _____

Name of the private port-o-let company you will be contracting with: _____
(ADA requires one handicapped restroom in each group of restrooms)

<u>Sanitation Assistance</u>: Yes □ No □ If yes, see below

How many waste receptacles (toters) do you request? _____

Will you need city personnel to assist with clean up? (Addt. Fee) Yes □ No □

If no, how will you be handling garbage and or recycling? _____
(Please note that upon post event inspection or complaint due to unsatisfactory post event clean up - the city will charge event organizer for the time it takes to resolve the clean up issue).

<u>Traffic Alterations</u>: Yes □ No □ If yes, see below

Describe in detail, including request for road closures _____

_____

(Requests to close state roads require DOT permit, which needs to be approved by City of Arcadia prior to application to DOT)

Will public parking areas, streets, sidewalks, etc. be restricted or obstructed?

Yes □ No □ If yes, see site plans

Does your plan include on-site parking? Yes □ No □

Will you charge for the on-site parking? Yes □ No □

Does your plan include off-site parking? Yes □ No □

Will you charge for off-site parking? Yes □ No □

Will shuttles be used to transport? Yes □ No □

Americans With Disabilities Act:

ADA requires with accessibility guidelines as adopted by the State of Florida are now in effect. The following provisions are to be considered regarding ADA accessibility.

ADA restroom facilities? (One handicapped for each group of port-o-lets) Yes □ No □

Handicap parking provisions? Yes □ No □ Yes, see site plan

Handicapped assistance? Yes □ No □ Yes, please describe

_____

Security:

What are your plans for providing additional security? _____

_____

_____

Emergency Fire/Medical Services:

What are your plans for providing additional Fire/EMS? _____

_____

*** Fire Truck requested at the event? (Addt. Fee) Yes □ No □**
*** (if available and for show only)**

SPECIAL EVENTS

POLICY/PROCEDURE/DISCLOSURE

I. PERMIT

Criteria for Requesting a Permit

Any event on City-owned or City-controlled property and rights of way will require a special event permit. Permits are issued on a first come, first served basis. A special event permit is required prior to conducting, and/or maintaining a community event in the City and the City will not incur any liability for expenses incurred for events that do not have a permit. Applications will be accepted no earlier than 364 days prior to and no later than 30 days prior to the special event. All events must be conducted in accordance with the laws, ordinances, resolutions, rules and regulations of the City and other governmental authorities having jurisdiction. The applicant will be responsible for filing separately for county, state and federal permits, if necessary.

Qualifications of Applicants

No person or affiliate of the person who is delinquent in payment of money due to the City from a prior event will be allowed to apply for an event permit until all delinquent sums are paid in full.

II. APPLICATION PROCESS

Application Procedure for Events

The person/organization requesting an event subject to a special event permit will be required to follow the following procedure:

1. Individual/Event Sponsor must submit an application on a form provided by the City and include a detailed site plan no earlier than 364 days prior to and no later than 30 days prior to event if applicable.
2. Pay a refundable Trash Bond (if applicable) prior to the event date.
3. Provide proof of liability insurance coverage/certificate of insurance must be submitted to the coordinator 3 business days prior to the event unless otherwise noted by the City Manager or the designated City official.

4. City cost adjustment to include other services such as police, fire or other city staff time will be made and any monies to be refunded by the City or any monies due by the sponsor to the City will be paid in full within 30 days following the event.
5. Event sponsor(s) shall confer with the City Administrator 3 business days prior to the event to ensure that arrangements for City services have been made.

Special Event Resource Fee

Each event that requires City services will be required to pay a special event resource fee. If the event takes place on a main thoroughfare the fee is $200.00; if the event takes place on a side street the fee is $100.00. The special events resource fee applies to all events and cannot be waived. The fee is needed to replenish equipment that supports events.

Fees

Police: $40.00 per hour
Fire: $40.00 per hour
Special Event Team: $30.00 per hour
Public Works: $30.00 per hour plus truck cost
Parks and Recreation: $30.00 per hour plus $100.00 for stage rental

Special Fees

Police Alumni: $10.00 per hour, please contact the Police Special Operations Unit at 863-993-4660 to make arrangements

Police Explorers: donation requested, please contact Officer _____ at 863-993-4660 to make arrangements

Note: Additional fees for services may be required depending on event request(s). All fees will be billed after the event unless otherwise noted.

Events Where City Costs are Waived

The City Council shall annually approve a list of events for which the costs and fees are waived. To be considered for the waiver the event must be non-profit, community based, by a non-profit organization, and the event must be free and open to the public, appeal to the broadest segment of the community or demonstrate a benefit to a particular neighborhood in a redevelopment area of the City. This waiver does not include other charges or fees set forth by the ordinances of Arcadia.

III. GUIDELINES

Road Closure Requests

Street/rights-of-way closures are subject to the approval of the City Marshall. State controlled roadways require additional approval from the Florida Department of Transportation. Access to and from private residences must be allowed. Event Sponsors are required to notify those affected 15 days prior to the events which may impede vehicular traffic to and from private residences and businesses.

Event Security

In certain cases security in the form of police presence may be required at the discretion of the City Marshall. These requirements are based upon the event's impact on public safety based upon, but not limited to type of event, street closures, traffic direction, and the expected attendance of people. Police security will be assigned on a first come first serve basis. Personnel limitations may require the special event application to be denied. Community events opened to the public and held on private property which require a special event application shall be reviewed for their potential impact to public safety. Upon the recommendation of the City Marshall these events may be required to employ police officers and/or licensed private security companies to work the event.

City Services

The City will review the application and work with City Departments and the applicant to determine what City Services are needed. The cost of providing City Services will be the responsibility of the applicant, unless the City Council agrees to cover all or part of said services.

Concessions and Vending

It is the City's policy to allow sale of food and beverages on City-owned property during community events, unless an exclusive concession contract has been agreed upon by the City at that time. Event sponsors must provide the City the number of and type of food and beverage vendors to be provided during an event.

Alcohol Consumption

The City Commission may issue a temporary permit to allow the carrying of or consumption from open containers of alcoholic beverages (beer and wine only) during events on City-owned property under the following conditions:

1. The event sponsor supplies the City Administrator with proof of liquor liability insurance.
2. The permit cannot exceed 12 hours per day in duration.
3. No alcoholic beverages may be carried or contained in a glass container.
4. Locations within the boundaries of the special event must be shown on the events site plan.

5. Event sponsors shall be responsible for staffing and maintaining areas designated for alcoholic sales in conformance with State and City laws regarding such activity.
6. Event sponsors are responsible for enforcing City rules and regulations as well as any applicable state laws governing alcohol sales and consumption.
7. Issuance of a permit by the City of Arcadia does not relieve the permit holder of the obligation to comply with all applicable state liquor laws and, to the extent that any permit is inconsistent with state liquor laws or other lawful regulations, the permit shall be deemed void to the extent it conflicts with such laws or regulations.

Standards for Issuance

The City Administrator, upon review from the City Department Heads, may issue a permit required under this division if it is determined that the following criteria have been met.

1. The preparation for or the conduct of the proposed use, event, or activity will not adversely affect the City's ability to perform municipal functions or furnish City services in the vicinity of the permit area.
2. The proposed use, event, or activity is compatible with the surrounding area in consideration of anticipated noise and crowd capacity, taking into account multiple impacts.
3. The proposed event is not aimed at inciting or producing imminent lawless action and is not likely to incite or produce such action.
4. City resources necessary to support the proposed activity are reasonably available.

Approval Process

The event permit shall only be issued for the event dates requested. If an act of nature causes the cancellation of an event, the City will work with the event sponsors to approve a new date as requested. If the event is cancelled due to event sponsor (other than an act of nature) within 24 hours or less from the event start time, the event sponsor will be charged for all overtime hours scheduled for the event. No revisions or adjustments to the final approved permit or related items may be made without prior written notification to and written approval from the City Administrator.

The event permit shall only be issued to the person, organization or business whose name appears on the special event application. No permit shall be issued to a person, organization or business who has attached a secondary event to the primary application without prior approval from the original requestor. All secondary special event requests shall be in writing following the same guidelines as stated in this article prior to the City Administrator's approval.

Default

An event sponsor shall be in default of the event permit if:
1. The applicant supplies false or misleading information.
2. The applicant fails to complete the application or to supply other required information or documents by the time required.

3. The applicant demonstrates an inability to comply with terms or conditions contained in the proposed permit.
4. The event sponsor should dissolve or cease doing business as a going concern or become insolvent or bankrupt.
5. The event sponsor breaches any provisions of the event permit or of any rules and regulations required by the City.
6. The event sponsor violates any applicable laws or ordinances during the event sponsors use of the property.

Whenever an event sponsor is found in default or has had a permit canceled by the City, the sponsor shall be disqualified from applying for any future permit under this article for a period of time as determined by the City Administrator.

Insurance

The applicant will provide an insurance certificate to the City of Arcadia – 23 N. Polk Avenue, Arcadia, Florida 34266, naming the City of Arcadia as additional insured in the amount not less than $500,000 for death to or injury to any one person, $1,000,000 aggregate for any one occurrence for death and bodily injury, and $500,000 for damage to any property. Or a combined single limit of $1,000,000 for any claim injury or property. All such insurance shall cover complete contractual liability, bodily injury and property damage liability. If the applicant uses or stores any hazardous or toxic substances on the requested site within the meaning of the Environmental Statutes, the insurance shall cover loss or damage resulting from improper storage, handling or disposal of any such hazardous or toxic substances. The certificate shall provide at least 10 days advance written notice of cancellation or change of coverage to the City of Arcadia.

Cancellation

The City may cancel any grant of space to the event sponsor(s) if use of the property shall in any way conflict with federal, state, or local laws; if the event sponsor is in default, or if there is a lack of City resources. All notices required or permitted under the event permitting process shall be given personally or by certified mail, with return receipt, postage paid, addressed to the event sponsor at the address provided on the event permit application or at such address as the sponsor may supply to the City in written notification.

If an act of nature causes the cancellation of an event, the City will work with the event sponsor to approve a new date as requested. If the event is cancelled due to event sponsor cancellation (other than an act of nature) within 24 hours or less from the event start time, the event sponsor will be charged for all overtime hours scheduled for the event.

IV. CONTROL OF PROPERTY; RIGHT OF ENTRY; SUBLETTING

City-owned or City-controlled facilities and property including keys thereto, shall be at all time under the control of the City Administrator or designee, and City staff acting in an official capacity shall have the right to enter all space occupied by the event producer, except personal vehicles, property and equipment, at all times during the period covered by the event permit. The event producer shall not assign or sublet to others the space covered by the event permit without express written consent of the City Administrator.

V. VIOLATIONS AND REMEDIES

If a permittee or the permittee's agent or employee violates the terms of the agreement or requirements set forth by public safety by which the permit is granted, any City ordinance, or any law of the state or United States or knowingly allows those terms or law to be violated, such violation shall constitute a violation of the permit conditions or other laws.

The event producers and the agents and employees of the producers shall immediately cease all activities on City property upon notification that the event is being conducted in violation of this article. If the producer or his agents fail or refuse to cease operations after notification, the City may, in addition to any other remedies provided in this article, provide for immediate closure and cessation of the event.

INDEMNIFICATION & HOLD HARMLESS AGREEMENT

The City reserves the right to cancel permits at any time with cause. The applicant, by signing below, hereby agrees to indemnify and hold harmless the City of Arcadia if this permit is revoked. Further, the City of Arcadia will not be responsible for any cost associated with the revocation of the permit.

The applicant shall defend, indemnify and hold harmless the City of Arcadia from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, (including attorney's fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the site, or arising out of the event permitted by the City, any act or omission of the applicant or its agents, servants, employees, independent contractors, customers, patrons or invitees whether on the site or elsewhere.

The City of Arcadia shall not be liable to the applicant or its agents, representatives, invitees or employees, or any other person for any injury to or death of any of them, or for any damages to any of the applicants property or loss of revenue, caused by any third persons, whether the injury, death or damage is due to negligence or not.

I/We the applicant(s) hereby acknowledge that I/We have read the above policy and procedure for a Special Event Permit within the City of Arcadia. I/We the applicant(s) further agree to reimburse the City for the cost of City Services incurred as a result of this event to include: Police, Fire, Airport, Parks and Recreation, Public Works and Lease of public property. I/we the applicant(s) hereby agree that all the information provided in this application is true and correct and further agree to the indemnification and hold harmless agreement outlined above.

Signature:

I understand this is an application only and does not obligate the City of Arcadia to reserve any facility or approve an event.

Signature of Applicant _____ **Date**_____**, 20**__

Title of Applicant/Affiliation _____

Approved By: _____ **Date**_____**, 20**__

_____
City of Arcadia

ITEM # 15 - a.

Michael Sittig, Executive Director ◆ Post Office Box 1757 ◆ Tallahassee, FL 32302-1757
Telephone (404) 237-2280 ◆ Fax (404) 237-2202 ◆ Web site: www.flcities.com

June 15, 2012

Virginia S. Haas, City Recorder
City of Arcadia
P.O. Box 351
Arcadia, FL 34265

Dear Ms. Haas:

We are enclosing herewith statement of delinquent and escaped business taxes collected from insurance companies for your city by the League in accordance with the agreement between your city and the Florida League of Cities, Inc. Also enclosed is our check covering the balance due your city as noted on this statement. If you have any questions, please don't hesitate to contact us.

As in the past, this program has proven very successful for the participating municipalities. We are continually researching and contacting insurance companies which, according to our investigation, owe business taxes to Florida municipalities, including your city. We trust we will be able to recover additional revenue for your city from these companies.

If you have any questions or comments, or if you would like any further information, please feel free to contact us at the League headquarters, or contact the League consultants handling this program directly by calling toll free, 888-255-0434. We welcome your calls and comments. Thank you very much for your participation.

Sincerely,
FLORIDA LEAGUE OF CITIES

Michael Sittig

MICHAEL SITTIG
Executive Director

MS/af
Enclosures

Arcadia, Florida
2012

Company Name	FEIN	Years Paid For	Paid To League
Agri General Ins. Co.	42-1204578	10/1/10-9/30/12	40.00
American Public Life Ins. Co.	64-0349942	10/1/10-9/30/12	100.00
Athene Annuity & Life Assur. Co.	44-0188050	10/1/10-9/30/12	40.00
Banner Life Ins. Co.	52-1236145	10/1/11-9/30/12	20.00
Boston Mutual Life Ins. Co.	04-1106240	10/1/10-9/30/12	40.00
Brokers National Life Assur. Co.	63-0483783	10/1/10-9/30/11	20.00
Caterpillar Insurance Co.	43-0793666	10/1/10-9/30/12	40.00
Companion Property & Casualty Ins. Co.	57-0768836	10/1/10-9/30/12	100.00
Cooperativa de Seguros Multiples de PR	66-0257478	10/1/10-9/30/12	40.00
Daily Underwriters of America	23-2051681	10/1/10-9/30/12	40.00
Dairyland Ins. Co.	39-1047310	10/1/07-9/30/09	40.00
Equity Ins. Co.	73-0742387	10/1/10-9/30/12	40.00
Everest National Ins. Co.	22-2660372	10/1/10-9/30/12	40.00
Harco National Ins. Co.	13-6108721	10/1/09-9/30/11	40.00
John Deere Ins. Co.	35-1452868	10/1/09-9/30/12	210.00
MGA Ins. Co.	75-1767545	10/1/10-9/30/12	40.00
Middlesex Ins. Co.	04-1619070	10/1/04-9/30/10	120.00
Occidental Fire & Casualty Co. of NC	84-0513811	10/1/10-9/30/11	20.00
Peak Property & Casualty Ins. Corp.	56-1478865	10/1/06-9/30/10	80.00
Permanent General Assur. Corp.	13-2960609	10/1/10-9/30/12	40.00
Presidential Life Ins. Co.	13-2570714	10/1/10-9/30/12	40.00
Sentry Ins. A Mutual Co.	39-0333950	10/1/04-9/30/10	120.00
Sentry Select Ins. Co.	36-2674180	10/1/08-9/30/10	40.00
Stonington Ins. Co.	57-0338686	10/1/10-9/30/12	140.00
SunAmerica Annuity and Life Assur. Co.	86-0198983	10/1/09-9/30/12	60.00
Variable Annuity Life Ins. Co.	74-1625348	10/1/10-9/30/12	100.00
	Total Paid to League		**$1,650.00**
	50% Due City...		**$825.00**

Florida League of Cities

To: City of Arcadia BLT0005

Check Number: 092009

Date: 06/15/2012

Invoice Number	Date	Description	Amount	Discount	Paid Amount
BUS. TAX 2012	06/13/2012	Delinquent Bus. Tax Program	$825.00	$0.00	$825.00
		TOTALS:	$825.00	$0.00	$825.00

Florida League of Cities
P.O. Box 1757
301 S. Bronough St. Suite 300
Tallahassee, FL 32302-1757

Capital City Bank
P. O. Box 900
1801 Apalachee Parkway
Tallahassee, FL 32302-0900

092009
063100688

DATE	AMOUNT
Jun 15, 2012	$825.00

Pay Eight Hundred Twenty Five Dollars and 00 Cents

To the Order of:

City of Arcadia

Mike Sitting

Security features. Details on back.

⑈092009⑈ ⑆063100688⑆0031035 9⑈01