

**AGENDA  
ARCADIA CITY COUNCIL  
CITY COUNCIL CHAMBERS  
23 N. POLK AVE., ARCADIA, FL  
TUESDAY, OCTOBER 1, 2013  
6:00 PM**

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

**COUNCIL REORGANIZATION**

Nominations for Mayor and Deputy Mayor

**RESOLUTION NO. 2013-23; A RESOLUTION APPOINTING THE  
MAYOR AND DEPUTY MAYOR AND PRESIDING OFFICER; SETTING  
TERM OF OFFICE.**

**EMPLOYEE RECOGNITION PRESENTATIONS:**

Mrs. Carrie Taylor – 15 Years of Service

Mr. John Ristau – 5 Years of Service

**PROCLAMATIONS:**

Week of the Family (Cynthia Siegel, Co-Chair)

National Long-Term Care Residents' Rights Month (Barbara R. Pohl, District Manager)

White Cane Awareness and Pedestrian Safety Day (Michael Ulrich, Chair)

**PRESENTATION** – Attorney Glenn Thomas – Pension Reform Options

**CONSENT AGENDA**

1. August 3, 2012 Budget Workshop Minutes
2. August 13, 2013 Special Meeting Minutes
3. August 20, 2013 City Council Minutes
4. Check Warrant Reports: 09/13/13, 09/17/13
5. Air-Cadia Flowage and Hanger Rent Report for August 2013
6. Appointing a member to the Historical Preservation Commission, Ms. Cynthia McLeod-Ely
7. Request for Special Event Permit and Street Closure for Monthly Car Show, Team Arcadia

**DISCUSSION ITEMS**

8. Planning and Zoning Request for Joint Meeting with City Council (Jeff Schmucker, CFRPC)
9. Lake Katherine Park Conceptual Improvement Plan (Team Arcadia)
10. Wireless Internet Hotspot Service Agreement (Administrator)
11. Repeal Business Tax Receipt (Administrator)
12. Utilizing Range Riders Services (Administrator)

**RESOLUTIONS**

13. **RESOLUTION NO. 2013-18; A RESOLUTION OF THE  
CITY OF ARCADIA, FLORIDA ELECTING TO USE  
THE UNIFORM METHOD OF COLLECTING NON-AD**

*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

**VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (Administrator)**

- 14. RESOLUTION NO. 2013-24; RESOLUTION FOR JOINT PARTICIPATION AGREEMENT FOR AVIATION PROJECTS. (Administrator)**

**COMMENTS FROM DEPARTMENTS**

15. City Marshal – September report included
16. Attorney
- a. Update from Employment Law Attorney
17. City Administrator

**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**

**RESOLUTION 2013-23**

**A RESOLUTION APPOINTING MAYOR, DEPUTY  
MAYOR AND PRESIDING OFFICERS; SETTING  
TERM OF OFFICE.**

**IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARCADIA,  
FLORIDA:**

**SECTION 1:** That City Councilmember \_\_\_\_\_ be appointed to the Office of Mayor of the City of Arcadia, Florida and Presiding Officer of the City Council.

**SECTION 2:** That City Councilmember \_\_\_\_\_ be appointed to the Office of Deputy Mayor of the City of Arcadia, Florida and Presiding Officer of the City Council.

**SECTION 3:** That said Appointees are hereby charged with all powers, duties, functions and responsibilities of their respective offices as set forth in the Charter and Ordinances of the City of Arcadia, Florida.

**SECTION 4:** That their term of Office shall be from the date of the Resolution through the end of Fiscal Year 2014 or until their successors are appointed.

**SO DONE THIS \_\_\_ DAY OF OCTOBER 2013.**

\_\_\_\_\_  
Keith Keene

\_\_\_\_\_  
Joseph E. Fink

\_\_\_\_\_  
Robert W. Heine

\_\_\_\_\_  
Alice Frierson

\_\_\_\_\_  
Robert Allen

ATTEST:

\_\_\_\_\_  
Gia S. Lancaster, CMC  
City Recorder

Reviewed and approved as to form:

\_\_\_\_\_  
Thomas J. Wohl, City Attorney

# DeSoto County Week of the Family 2013

September 14, 2013

Arcadia City Council  
PO Box 351  
Arcadia, FL 34265

Attn: Judi Jankoski

Dear Council Members:

DeSoto County Week of the Family is celebrating its fifth year and our theme this year is “Family That Walks Together Talks Together”. We are dedicated to strengthening and encouraging family relationships through education, wholesome activities, fitness and community service. Our Family Fun Fair will be held this year on November 2<sup>nd</sup> from 9 am to noon (venue to be determined – more information will be sent as soon as it becomes available). We invite you to join us there with your families for lots of fun, information and free goodies.

For the past several years the Arcadia City Council joined with us in this effort by signing a Proclamation declaring a Week of the Family. I am enclosing a draft of a Proclamation declaring the week of October 26 – November 2<sup>nd</sup> as Week of the Family for your consideration.

Thank you in advance for considering this request. I am anxious to attend an upcoming City Council meeting and hope to receive the Proclamation at that time.

Yours truly,



Cynthia L. Siegel, Co-Chair  
DeSoto County Week of the Family Committee  
863-990-0387  
[cindylsiegel@gmail.com](mailto:cindylsiegel@gmail.com)

Cc: Tish Keller, WOTF Co-Chair  
Carol Encke, WOTF Co-Chair



# *Proclamation*

**WHEREAS**, the City of Arcadia recognizes that Arcadia is blessed with a multitude of families – an essential part of the cultural, social and spiritual fabric; and

**WHEREAS**, the City of Arcadia recognizes that children live better lives when their families are strong, and families are strong when they live in communities that connect them to economic opportunities, social networks and services; and

**WHEREAS**, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policymakers and, of course, families themselves; and

**WHEREAS**, during the week of October 26 – November 2, 2013 citizens of Arcadia should take time to honor the importance of families and recognize the special connections that support and strengthen them throughout the year, and to establish and re-establish patterns which will help them as families to “Race Towards a Healthy Life”; and

**WHEREAS**, families of Arcadia can take the opportunity to recommit to enhancing and extending all of the connections that strengthen and enrich this most valuable institution; and

**WHEREAS**, during this week, residents of the City of Arcadia will join other citizens, agencies, churches and organizations throughout the county to honor and celebrate our families;

**NOW, THEREFORE, BE IT PROCLAIMED**, the Mayor and Council for the City of Arcadia do hereby designate

***October 26 – November 2, 2013 as  
WEEK OF THE FAMILY***

**BE IT FURTHER PROCLAIMED**, we urge all citizens to join in the celebration of the family by attending the Family Fun Fair to be held on Saturday, November 10, 2012.

**SO DONE THIS 1ST DAY OF OCTOBER, 2013**

**BY:**

**ATTEST:**

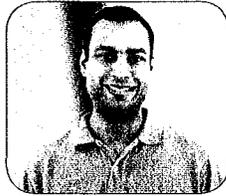
\_\_\_\_\_  
**Keith Keene, MAYOR**

\_\_\_\_\_  
**Gia S. Lancaster, CMC  
City Recorder**



## FLORIDA'S OMBUDSMAN PROGRAM

Advocating for Long-Term Care Residents



## Florida's Ombudsman Program & Residents' Rights Month

### **About Florida's Ombudsman Program:**

A Long-term Care Ombudsman is a volunteer who helps to improve the lives of Floridians who live in long-term care settings including nursing homes, assisted living facilities and adult family care homes. Currently there are over 4,000 long-term care facilities and 170,000 long-term care residents in the state of Florida.

The Long-Term Care Ombudsman Program is supported by more than 350 volunteers ombudsmen who are passionate about improving the quality of life for residents. It takes a special kind of person to commit to such a mission. This is a unique program whose success depends on the energy, compassion and skills of trained volunteers. These special individuals dedicate thousands of unpaid hours each year to ensuring that the voices of Florida's long-term care facility residents are heard.

### **About Long-term Care Residents' Rights Month:**

Residents' Rights Month is an annual event celebrated nationally each October to honor residents living in all long-term care facilities, including nursing homes, assisted living facilities and adult family care homes. It is a time to focus on and promote the dignity, respect and the value of each individual resident. The theme for Residents' Rights Month 2013 is "Speak Out Against Elder Abuse!" The goal is to educate and encourage residents and others to speak out against all types of abuse.

### **About Long-term Care Residents' Rights:**

Residents' Rights are guaranteed by federal and state legislation. These laws requires nursing homes, assisted living facilities and adult family care homes to "promote and protect the rights of each resident" and place a strong emphasis on individual dignity and self-determination. A person living in a long-term care facility maintains the same rights as an individual in the larger community, but often faces special challenges due to chronic conditions and limitations to activities of daily living. The larger community owes all of our long-term care residents another voice speaking out to protect their rights. The Florida Ombudsman Program is proud to contribute to that effort.

### **Contact Information:**

Barbara R. Pohl, 239/338-2563 or e-mail: [Pohl@elderaffairs.org](mailto:Pohl@elderaffairs.org)

*Barbara R. Pohl*



# *Proclamation*

*Whereas*, there are more than 1.5 million individuals living in 16,000 nursing homes and 1 million individuals living in 50,000 board and care/assisted living facilities in the U.S., with over 4,000 facilities and 170,000 residents in Florida; and

*Whereas*, the federal Nursing Home Reform Act of 1987 guarantees residents their individuals rights in order to promote and maintain their dignity and autonomy; and

*Whereas*, all residents should be aware of their rights so they may be empowered to live safely and healthfully with dignity and self-determination; and

*Whereas*, we wish to honor and celebrate these citizens, to recognize their rich individuality, including the right to have a say in their care; and

*Whereas*, individuals and group across the country will be celebrating Residents' Rights Month, to emphasize the importance of affirming these rights through facility practices, public policy, and resident-centered decision-making;

*Now, Therefore, The City Council of the City of Arcadia, Florida*, does hereby proclaim October 2013

## ***NATIONAL LONG-TERM CARE RESIDENTS' RIGHTS MONTH***

*In Arcadia, Florida and encourage all citizens to join us in these important observances.*

***SO DONE THIS 1ST DAY OF OCTOBER, 2013***

***BY:***

***ATTEST:***

\_\_\_\_\_  
***Keith Keene, MAYOR***

\_\_\_\_\_  
***Gia S. Lancaster, CMC  
City Recorder***



# *Proclamation*

**WHEREAS**, White canes, guide dogs, and mobility aids demonstrate and symbolize the ability to achieve full and independent lives for our visually impaired or physically challenged citizens; and;

**WHEREAS**, White canes, guide dogs, and mobility aids enable those who *are* visually impaired or physically challenged to participate in and contribute to our society by moving freely and safely; and

**WHEREAS**, Every citizen should be aware that the law requires motorists to exercise appropriate caution when approaching a visually impaired or physically challenged person carrying a white cane, accompanied by a guide dog, or using a mobility aid; and

**WHEREAS**, Florida statutes also call upon motorists to use due caution when approaching an intersection where pedestrians are attempting to cross; and

**WHEREAS**, The City of Arcadia, through its public agencies and with the leadership and cooperative assistance of the Southwest Florida Council of the Blind, and numerous agencies and organizations, must encourage continued expansion and enforcement of all pedestrian safety laws,

**NOW, THEREFORE**, the City Council of the City of Arcadia, Florida, hereby proclaims, ***Tuesday, October 15, 2013*** as

## ***WHITE CANE AWARENESS and Pedestrian Safety DAY***

in Arcadia, and urge all citizens to remember that the success of this movement in promoting the safety of visually impaired, physically challenged and other pedestrians is dependent upon all motorists, residents of, and visitors to our City.

***SO DONE THIS 1ST DAY OF OCTOBER, 2013***

***BY:***

***ATTEST:***

\_\_\_\_\_  
***Keith Keene, MAYOR***

\_\_\_\_\_  
***Gia S. Lancaster, CMC***  
***City Recorder***

**MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF ARCADIA  
SATURDAY, AUGUST 3, 2013  
9:00 AM**

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

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

The meeting was called to order at approximately 9:00 a.m.

Councilman Allen gave the invocation which was followed by the Pledge of Allegiance.

**Arcadia City Council**

Mayor Keith Keene  
Deputy Mayor Robert Heine  
Councilman Robert R. Allen

Councilwoman Alice Frierson  
Councilman Joseph E. Fink

**Arcadia City Staff**

City Administrator Judi Jankosky  
Public Works Director Cathy Miller  
H R Manager Sandy Vitella  
W/S Dept Head Steve Underwood  
Golf Course Manager Mike Kotzker

Finance Director Renee Green  
Marshal Matt Anderson  
Public Works Supervisor Jerry Cordes  
Systems Supervisor Fred Lewis  
Greens Superintendent Tom Taylor

**DISCUSSION ITEMS:**

1. Enterprise Funds:

a. Airport

Revenue:

Mrs. Jankosky reported on two grants in addition to the master plan grant. Florida Department of Transportation grants include pavement marking and runway lighting which are 100% funded for a total of \$420,000.

Expenses:

Mrs. Jankosky noted Airport expenses as \$45,000 operating, \$24,000 reserves and the remaining expenses include grants. She noted at the end of the fiscal year there will be approximately \$124,000 in reserves for future Airport grant upgrades. Mrs. Jankosky replied to Mayor Keene the \$3,000 is for general maintenance and building repairs at the Airport.

b. Sanitation

Mrs. Green explained that the City Council approved breaking out the Sanitation Department into an Enterprise fund beginning October 1, 2013.

## Revenue

Mrs. Jankosky noted estimated revenues for Sanitation at approximately \$745,800. Deputy Mayor Heine stated that he wanted to ensure money was set aside every year for equipment replacement. Mayor Keene questioned if the Sanitation revenues estimated would meet the expected \$783,000. Mrs. Green responded that most likely revenues will meet expectations because of the payments of extra trash pickups.

## Expenses

Mrs. Jankosky noted that all operational items were similar to last year. Outlay request is \$110,000, which consists of two boxed crushers and hydraulics.

### c. Water

#### Revenue

Mrs. Jankosky explained that the revenues were based upon the additional three percent increase per the adopted Resolution. Revenues include water tap fees, connection fees, and late fees. Total water and sewer revenue estimated at \$3,763,700.00.

#### Expenses

Mrs. Green explained that audit fees will be broken down between all departments as well as insurance payments. Mrs. Jankosky replied to Deputy Mayor Heine that chemicals for the new water plant will be less. Machinery and equipment requested includes one mower and one weed eater. Debt service for the new water plant will begin in April in the amount of \$154,000. Water/Sewer fund will be repaying the general fund \$53,000 per year. Total expenditures \$595,741.

### d. Sewer

Mrs. Jankosky reported that total sewer expenditures are \$712,425, which is a decrease from last year's expenditures of \$985,000.

### e. Utility Collections

Mrs. Green explained that the Meter Reader position was now reflected under Utilities, not Water Systems. Expenses include auditing and two conference registrations. She noted that utility bills normally mailed as post cards will be issued as regular size bills. She replied to Councilman Fink that the regular bills will be able to include public service information. Mrs. Green added that a consumption history will be required on utility bills, which may be implemented by September 1, 2013. She stated that Utility Collections department will be hiring a part-time Meter Reader to utilize during turn on and shut off days. Utility collection total expenditures are \$252,000. Mrs. Green responded to Deputy Mayor Heine that they complete deposits daily and they are delivered by an Officer.

## Water Systems:

The Meter Reader position will be reflected under Utilities. Mrs. Jankosky noted that some money was reserved for items needed at the new WTP building which will be housing Water/Sewer Systems and offices for staff.

Mayor Keene called for a short break at this time. (5minutes)  
Mayor Keene called the workshop back to order.

Water Systems Continued – Pg 108. Mrs. Jankosky stated that \$20,000 was included for meters to have on hand to replace broken meters. Mrs. Green added that Systems completes error reports to see which meters are functioning. Councilman Fink asked if the City was requiring residential customers to put in backflow preventers. Mrs. Jankosky replied no, only commercial establishments, that is, unless they have an onsite well that we are aware of. Councilman Fink asked if new houses were constructed, would they have to include the back flow system. Mr. Lewis replied that on any new construction the City requires a dual check valve.

Mrs. Jankosky continued that 8 fire hydrants were added at \$4,000 each. Mr. Lewis responded to Deputy Mayor Heine that he is utilizing the valve insertion to change out fire hydrants. Mr. Lewis responded to Councilman Fink that approximately 30 fire Hydrants still need replacing. He will also be coordinating with the Fire Department on the exact numbers. Mrs. Miller stated that the Department is putting together a hydrant maintenance program which entails checking, painting, cleaning, etc. in an effort to be pro-active. Florida Department of Environmental Protection (FDEP) does require the City to exercise the valves. Mr. Lewis added that the City needs to find out the frequency of the valve exercises. He stated that staff has completed one quarter of the City so far and documenting all valve exercises. Mrs. Jankosky explained that \$30,000 was added in reserves for a valve exercise machine to comply with FDEP requirements.

Mrs. Green explained that the debt service amount is for the City bonds issued and the Cities principal payments are \$120,000. There is also debt service for the meters purchased several years ago. Mrs. Green explained that staff is attempting to simplify the process by entering expenses and revenues into the proper funds. These debt service principals will be paid out of the fund which holds the debt therefore we no longer have to transfer funds.

Mrs. Jankosky explained there will be a back truck lease totaling \$220,000 with payments at \$46,000 with a five-year lease. The City's current back truck is a 1988. Mrs. Green felt that the City could absorb monthly payments by financing the equipment however; she suggested no more than a five-year term. The 30-year bond has not been working well. Mrs. Jankosky summarized that the total for Water/Sewer Systems and meters is \$919,942 but she reminded that water and sewer brings in \$3.7 million. Mrs. Miller replied to Deputy Mayor Heine that the old tower will be demolished sometime in September. There are final tests being completed on the new system and they want to issue a community information notice. Mrs. Miller replied that removal of the tower is part of the WTP grant.

Mrs. Green stated that the system setup, especially payroll, has taken many hours to complete. As Council continues through the process following this review and another review at the third level which contains whatever Council changes may be. The fourth level will be the final budget. Mrs. Green replied to Councilman Allen that revenue is included in the total with the entire fund. Total

revenue for Water and Sewer is \$3.7 million. The \$3.7 million includes 5 different departments. We have \$620,000 in reserves.

#### Sewer Systems:

Mayor Keene asked if we have our locations of water and sewer systems on computer. Mrs. Miller replied that Mrs. Julie Karleskint (Hazen and Sawyer) has manuals on manholes and City staff is double checking information attempting to establish City priorities. Mayor Keene stated that he asked that question because when the City receives a septic application staff has to determine if it is available. Should we have that information electronically we could easily look to see if water/sewer was available.

Mrs. Jankosky continued that there is funding for a dry bed for the Vac Truck Waste in the amount of \$15,000. Final Sewer Systems total \$212,704.

Councilwoman Frierson asked how much new equipment was requested in the Water and Sewer departments. Mrs. Green reviewed the list: mower for WTP - \$8,000, hydrants \$32,000, valve exerciser \$30,000, dry bed for Vac Truck - \$15,000 and the back truck is a loan of \$46,000 for five years. Mrs. Jankosky stated approximately \$100,000 is requested this year for new equipment. Mrs. Green added that money was included for new dumpsters and meters.

Mrs. Jankosky stated that this budget leaves the City \$1 million in unrestricted funds however negative \$1.4 million because that loss was borrowed from the General Fund, so, in fact, the City has zero money. This budget is putting \$250,000 aside due to the consent order. When the new WTP is running smoothly the City will be putting \$450,000 in reserves to assist paying for engineering costs. The contingency of \$620,000 will be flagged towards the City's negative balance. With the rate study we may be out of the negative by the end of 2015-2016 depending on how things transpire. The City must continue to follow the rate study to get into the positive again. If we don't keep our expenses down the State will be back on us again.

#### 2. Capital Improvement/Small County Surtax Fund:

##### a. Street Paving

Mrs. Green explained the Small County Surtax Fund (some cities call it infrastructure). The City's surtax fund of \$400,000 is for capital improvement. Then the City has a Capital Improvement Fund that does not take in any money. All of the City's capital improvements are paid out of the Small County Surtax Fund which is typically set up for roads. Mrs. Green stated, with that in mind, you have two funds causing many transfers. She has designed the budget now where we receive the money in and expend the money from the same fund. What money remaining is designated funds. If there is any money left, that will stay in the account as a reserved line item, for such cases as hurricanes.

Deputy Mayor Heine stated that he would really like to see some of the roads repaired, specifically Lee Avenue. Mrs. Green asked about a priority list. Mrs. Miller confirmed staff is completing a prioritization list that will be approved by Council. Mayor Keene asked for additional clarification on the Surtax Fund. Mrs. Green responded that the Surtax Fund is the City's 1 cent sales tax. The State tax is 6%. The 1 cent sales tax is what the County implemented. So instead of 6% DeSoto County gets 7% which is where the 1 cent derives. Councilwoman Frierson asked if there is a date

when that 1 cent sales tax expires. Mrs. Green said she would review with the County. Councilman Fink asked if the division of those taxes is designated by the State, County, City or maybe a combination of these plus by population. Councilman Fink asked if it should also be designated by the businesses. Mrs. Green replied that businesses are part of the formula. The State maintains track of the formula and the money.

Expenses.

Mrs. Jankosky reported \$456,000 will be used for a few projects. \$360,000 is set aside towards street paving.

b. Golf Course Improvement Project

The remainder of the Surtax Fund will be used to improve the greens at the Golf Course and drainage due to flooding. The remaining \$16,000 is in contingency.

Mr. Tom Taylor, Golf Course Superintendant, stated that the Golf Course should sustain itself. There is a tremendous amount of misuse of equipment and money. Dr. Lorenzo Dixon stated it will be a big question spending \$80,000 for Golf Course improvement and will the Golf Course be able to generate enough money to sustain itself. He asked about the Golf Course Superintendant, Tom Taylor and his salary. Councilman Fink stated he didn't feel like Council was here to hammer the budget to pieces but to receive information. Mrs. Green agreed and stated this workshop is not the final workshop.

3. Community Development Block Grant - Infrastructure

Mrs. Jankosky reported that the Community Development Block Grant (CDBG) for the Bridle Path area is \$700,000. Engineering services are \$57,750 leaving \$642,000. The City will be going out to bid in a few weeks on this project. Mrs. Jankosky noted that we will lose points for our past grant audit. The legislative response was sent to the State however; we have not heard anything and the committee will convene in September.

Mayor called for a five minute break at that time.

Mayor Keene called the workshop meeting back to order.

Mayor Keene announced that Councilman Allen went outside the building and asked the Mayor to start without him, if necessary.

4. General Fund

Mrs. Green noted changes they have completed to the General fund to make items similar and simple to understand. The Local Option Gas Tax which has no money in it but gets money transferred into the account. We added the fuel tax in with the General Fund because included in the General Fund is the Street department and traffic lights. This report shows you have 25% of your Police Department because of traffic violations, and anything to do with streets. The General Fund always subsidized this particular item.

a. Revenues

Ad Valorem taxes - this budget is based on the rolled back rate because this is the rate that should bring in the taxes close to what the City brought in last year. 8.5859 was last year's approved 2013 millage. This budget is based on the current rolled back rate of 8.6694. You are only allowed to spend 95% of your Ad Valorem. The current year proceeds at the rolled back rate is \$1,435,937. This rate is giving the City \$95,000 less than last year. The current rolled back rate is 8.7867.

Mrs. Jankosky went through revenues explaining that many of the numbers are State projections and staff's averages of years 2011 through 2013. Mayor Keene asked about the MSBU on page 2 and where that is generated from. Mrs. Jankosky replied that is the City's Municipal Service Benefit Unit (MSBU) created in 2006 - \$77 per commercial and residential units. The County collects these taxes for the City through the tax bill. We did include grants in the revenue. The total General fund revenue is \$4,779,659.

Mayor Keene asked how we are doing in regards to collecting funds for the former obligated cemetery lots. Mrs. Green replied that staff did send out notice letters to those who leased lots in the early 1920's. Currently the City does not allow a burial permit until they have paid for their lots. Collections are much better.

c. Legislative

Mrs. Jankosky explained "Simplifile" which is electronic recording of legislative, legal or ordinances with the Clerk of Court. Codification of Ordinances not adopted since 2009 - \$25,000 which needs to be completed, however; this could wait because the Land Development Code will soon be ready for codification. We included \$1,500 for promotional activities, Ridge League dinners, advertising for ordinances and membership to both National and Florida league of Cities.

d. Retirees

Retired Council expenses – no changes

e. Executive

Mrs. Jankosky explained the Executive budget which includes administrative staff, and the Administrator. The Administrator is divided between the General Fund and Water/Sewer/Sanitation. Contract services expenses are IT and Cintas our records destruction company. Provided staff can attend training, we set aside \$1,000. We broke out postage and freight, the copy lease, \$600 for promotional activities, monthly newsletter and birthday events. Other current charges is for emergencies \$1,000. Pg 10 HR advertising for job vacancies is \$1,000. The City is seeing some staff retiring. \$1,000 for memberships including International City Managers Association (ICMA), Human Resource memberships and Florida Association of City Clerks (FACC).

f. Finance

Councilman Fink asked why the Finance Director salary is 60% and the Administrator is 55% since it's the same Enterprise fund. Mrs. Jankosky replied that the Finance Director has direct supervision of the Finance and the Utility Departments. Mrs. Green stated that the Department has an

Accounting Clerk, Finance Officer and Accounts Payable/payroll. She is thinking of possibly hiring a part-time Accounting Clerk however; she is certain that she will need to hire a part-time Meter Reader. The part-time finance person will not happen unless we decide to continue taking business licenses. We only have Erica Larson, Accounts Receivable, from a staffing company through this month, and she is receiving her Bachelor's Degree in December. She explained that Contract Services is MUNIS. Mileage and tolls for conferences is included. Rentals are the postage machine and printing/binding is for the audit and special printing jobs. Staff wears City uniforms now. Deputy Mayor Heine asked about name badges, he believes staff should wear them. Lastly membership fees for the Finance Director.

g. Legal Counsel

Pg. 16 – Mrs. Jankosky stated that based upon projected numbers legal is set at \$70,000. Other legal would include other additional matters like evictions and Stonegate \$30,000 and another \$30,000 for the Pension Attorney.

h. Comprehensive/Community Development

Mrs. Jankosky stated that the City Planner is included in this budget and possibly Code Enforcement. If Code Enforcement is not something Council concurs with then that can be changed later. The Planning Specialist/Administrative Assistant is 50% Community Development and 50% Executive. The Clerk or the Planning Specialist/Administrative Assistant will be attending and completing minutes for Planning & Zoning Board, Historic Preservation Commission and any other meetings. Page 18 is the Special Magistrate for Code Enforcement Professional Fees. Contractual is for Central Florida Regional Planning Council (CFRPC) however now with a certified City Planner we reduced that contract to \$5,000 which saves \$25,000. Planning and fees revenue came in at \$69,150 and administrative costs or expenditures were approximately \$65,000. Code fees, lien filings, vehicle repair, office supplies/operating supplies; a code conference and postage, printing/binding and advertising for land changes etc. We added money to mow, board up houses and demolishing budgeting \$35,000. Lastly a small Membership and continuing education budget for the City Planner.

i. General Government

Contract services include: Munis, FLC Telecommunication audit - \$2,500. The City is requesting additional discounts from Century Link due to many years of double billing. Century Link refunded the City for four years. A digital subscriber line (DSL) upgrade is included for Munis. Insurance may be able to be broken down further - \$68,000 includes General Government. Mrs. Green replied that she will have a better breakdown at the next workshop and ensure insurance is booked to the correct funds. Mrs. Jankosky was asked to skip pages 24 through 42 for now as there are several different department items to address.

j. Cemetery

Mrs. Jankosky noted no special requests regarding the Cemetery except day to day operations and repairing the mower.

k. Streets

Page 49 - contract services: we are debating over the inmate contract. Mrs. Miller does not feel the City is receiving enough work for the money spent. The City pays for the Guard's salary and 8 inmates. There are two to three weeks the guard is off. She named some of the days the guards and inmates could not work due to lockdowns. She continued that the City also pays for their travel. The inmates arrive about 8 a.m. and by the time they get to the project site it is 9 a.m. Then they break for lunch and leave at 2:30 to unload. They must be back to the institution by 4:30. The City also pays for the security check. For a whole day you are only getting 4 to 5 hours of work. Mayor Keene asked for clarification on the contract. Mrs. Jankosky replied the contract is with the Department of Corrections however; we have not renewed but we have talked to them about the contract. Mrs. Jankosky replied to Mayor Keene that the City receives 4 days a week at about 4 to 5 hours per day. The City furnishes the van and all equipment. In resolving this issue, staff was looking at hiring seasonal part-time help during the summer months. Mr. Cordes responded to Councilwoman Frierson that without the inmates it will be difficult to complete items especially taking care of the ditches. Councilman Fink asked about the van that the City owns and would the City be able to recoup anything or utilize it for another department. Mr. Cordes responded that should you get the van you would have to purchase another truck. Councilwoman Frierson asked what the changes would be to Worker's Compensation and is the City paying Worker's Compensation for the prisoners. Mrs. Jankosky replied the City pays Workers Compensation only for the Guard and should we hire seasonal staff Worker's Compensation would increase some. Mayor Keene asked if the Administrator could establish a cost analysis for the seasonal employees. Councilman Fink stated many cities don't utilize inmates because it is not cost effective. Mrs. Green replied that the last 5 years the City had to pay for the guard, van and equipment which in the past were free. That is why many Cities stopped using them. Mrs. Jankosky stated that she will put together a spreadsheet for seasonal employees.

Mrs. Jankosky continued that under contractual there is money budgeted for dead tree clean up in the right of ways. Page 50 – is general expenses. Utility services - \$60,000. After auditing the bills we found that FDOT street lights were included in the City's street light program. We will be working with FDOT and placing the funds where they should be. Pg. 51 lists continuing replacement of many of the faded stop signs. Capital request: Streets is asking for two (2) new trucks, F-150 similar to the trucks purchased last year (\$15,000 each). Mr. Cordes stated that they are replacing two pickups a 1996 and 1997. Total expenses for the Streets Department - \$373,059.

l. Other Transportation (FDOT Lighting, RR)

Pg 53. Lighting and Railroad Maintenance contract. This budget is asking for \$15,000 for street light repairs, \$15,000 for traffic light repairs and \$23,000 for utility services. Mrs. Green stated the Maintenance contract for the railroad signal lights is with Seminole Gulf Railway. Mrs. Green stated that the street lights FDOT contract is \$41,944 and the traffic light maintenance is \$21,010.

m. Vehicle and Facility Maintenance

Page 53 – Mrs. Jankosky explained that this budget was originally called "Garage". We are combining the two as they are doing repairs to our facilities and vehicles. Mrs. Miller stated this budget is asking for a certified mechanic. Mrs. Jankosky added that this department originally employed four (4) staff now the department is down to two (2). Cemetery – Staff member at the

Cemetery was going to retire but he has reconsidered due to pension numbers. Page 57 is requests for equipment. Total capital request \$3,500, for an A/C machine to charge and recharge City vehicles.

n. Golf Course

Pg. 58 – Mrs. Jankosky reported that the Golf Course was separated from the Pro Shop as well as revenue items. The Golf Course staff in the field is split 50/50 and the groundskeepers and mowers. Contracts include port-a-potties. License fees include a staff person who maintains a spray license. USGA fee membership \$350. Pg 62 is maintenance and vehicle repairs, small operating supplies. Pg 63 is fuel/oil and uniforms for staff. Estimated revenue, inclusive of additional sign ups of 60-70 additional memberships, totals \$484,650. Operating expenses for Golf and Pro Shop is estimated at \$466,175.

o. Pro-Shop

There was discussion about the need for so many carts. Mr. Kotzker replied yes they need that many carts especially during the winter season. Mrs. Jankosky replied that the Golf cart lease was \$60,000. The City will also be purchasing golf hats, shirts in the amount of \$2,000. Staff uniforms have been upgraded so staff will have golf apparel to wear. Mrs. Jankosky responded to Councilman Fink that the cart lease is a four (4) year lease that that City may return the carts in three (3) years. Councilman Fink asked if we terminate the lease there is a penalty. Mrs. Jankosky confirmed yes there would be a penalty. Councilwoman Frierson asked what the revenues were based upon. Mrs. Jankosky replied the revenues were based upon this year's revenue and upgrading the greens and the fees. Golf Course budgeted \$20,000 to repair the greens. Councilman Fink stated his disapproval of events or fundraisers being held outside of our community rather than the Arcadia Golf Course. Mr. Taylor stated that the Golf Course, greens and tees are in horrible shape. His goal is to put a road block so no one goes to The Bluff's. We could potentially have a better Golf Course than The Bluff's. Councilwoman Frierson stated she received an email from the Administrator saying that an expert said the course was not that bad. Mrs. Jankosky clarified the course is not that bad based on the budget the City has. Mr. Taylor continued that he has a five-year plan to put the Arcadia Golf Course up to par with any courses within 50 miles.

Dr. Lorenzo Dixon stated we should remain optimistic to get the Golf Course in shape, but he is still not comfortable throwing that kind of money away. However; these gentlemen appear to know what they are doing.

Mayor Keene adjourned the workshop for a lunch break.

Mayor Keene called the workshop meeting back to order at 1 p.m.

p. Parks

Page 67: One-third of the contract for inmates is in the Parks budget which will be reviewed. Mrs. Miller called and spoke to the State and whatever we have now is what we get. Mr. Cordes replied to Councilman Fink that the guards typically take vacation in July or they lose their time. Mr. Cordes stated they sometimes they send a replacement guard. Pg. 68 Other current charges include repairs to maintain the playground equipment, mulch and wood treatment. Mrs. Miller explained that the Jim Space estimate is evolving as Mrs. Pat Backer is coordinating a fundraiser to replace the equipment

with compressed plastic that lasts a long time. In the meantime we have to treat the wood and repairs need to be made. Pg 69: We budgeted for high visibility, (a safety vest and shirt all in one) shirts which are \$8 each. Shell was budgeted for the parking areas. Parks total expenses \$254,000.

q. Mobile Home Park(MHP)

Mrs. Jankosky explained that Ms. Carol Anderson, MHP Manager, will now receive a set stipend. Page 72: Small amounts budgeted to maintain and repair buildings. MHP Revenue is \$230,000 and their budget request is \$145,000. Other current charges: \$15,000, depending on whether the County changes their MSBU that amount may reduce to \$5,000. Last year Ms. Anderson took a survey and the MHP voted for a laundry mat. That has since been installed. \$10,000 was placed in reserves this year for what the MHP residents may suggest. Councilman Fink suggested that when we do the billing with the new notices that we do some sort of customer survey with the residents - a random sampling containing what the citizen's like/dislike and pertinent needs to be addressed. Councilman Fink asked why we could not do a survey for the whole City which could be placed in their utility bills. Page 73: MSBU fire services are \$135,147. That places the MHP \$95,000 in the black.

r. Way Building

Pg 74: Utility Service, repair of building such as air conditioning repairs. The current units may need replacing soon. Mrs. Jankosky replied to Deputy Mayor Heine that the Way Building has six (6) units. Janitorial service update: We will have an employee who may retire and the whole benefit package is \$48,000. The new janitorial service is \$8,500 per year plus supplies. Total Way Building budget: \$35,000. Mrs. Green responded to Deputy Mayor Heine that the move and changes to the Way Building haven't yet been finalized but much of the work and material was donated or supplied by City staff and the School Board donated additional items as well.

s. Fire

Pg. 37: Fire contract with the County. Mrs. Green pointed out the line item for the MSBU and the fire merger contract is under the General fund. Fire control will show the money we paid to the County. We still have 6 months of settlement payments. Fire contract payments are \$27,500 now. The total amount paid is \$330,000 plus the \$245,000.

t. Crossing Guards

Page 41: Marshal Anderson stated he was requesting \$18,000 for four (4) crossing guards. He added that there were some funds remaining from last year and they purchased stop signs and uniforms.

u. Law Enforcement

Page 24: Marshal Anderson reviewed requested items under the Law Enforcement budget. He suggested that at least two officers attend the High School football games to show presence in the community as well as being proactive in all matters. Court time and parades account for much of the overtime. Increase in the pension is 58% of payroll. That will drastically drop in years 2014 and 2015 due to the smoothing period.

Marshal Anderson explained the extensive mileage on all the vehicles in the Police Department. Marshal Anderson included the purchase of two (2) new police vehicles. Marshal Anderson replied to Mrs. Green that the pricing does include the full police package and is the State contract price. He stated that all cars come in white. Mayor Keene reconfirmed that Marshal Anderson is requesting two (2) vehicles in the amount of \$54,000 which includes all packages. Marshal Anderson confirmed.

v. FDLE Computer/Software Upgrade grant

Marshal Anderson explained the request for updated computer software. The current software is nearing four (4) years old and won't allow the Officers to generate simple reports. Information has to be manually input. He stated they received one bid for a new software program in the amount of \$37,000 which contains 5 user licenses, one of which being the main server license. Part of the software program is an evidence tracking system. Staff has been working on purging the evidence. There was some discussion regarding the COPS system. Marshal Anderson replied to Mrs. Green that they do have laptops but they require air cards and software and at this time those are too cost prohibitive. He explained that the FDLE Grant is for \$12,363 and the remaining request is \$25,000. If the request is denied he could return to FDLE and do a grant adjustment.

w. Victim of Crimes grant

Marshal Anderson explained that the Victim of Crimes Grant is 100% funded through the State of Florida. The position is self-sufficient and a huge asset to the City. He responded to Mrs. Green that the COPS grant pays an officer's salary for three years and the City picks up the 4<sup>th</sup> year. Due to accounting errors in the past we had enough money that the Federal Government agreed to pay the 4<sup>th</sup> year. He continued that the Department started last year's budget at 17 positions and he is requesting the same for next year's budget. The money requested for changes in manpower positions was not added into the budget. With the savings we have for that one line item he requested pay raises for the staff who took on added responsibilities. Total Police Department Budget is \$1.6 million. Councilwoman Frierson replied that the City's ad valorem is only \$1.4.

Marshal Anderson stated that the budget increased by \$300,000, due to the pension, the equipment requested and absorbing the COPS grant. Mrs. Green stated that she is concerned with the deficit of the Police Department because the General Fund will have to make up the deficit by the end of the year. She added that the previous Finance Director did not budget the increases in pension, liability insurance and several other items. So, in fact, the Police budget began the year with a deficit. All of the City's departments will have to make up the deficit of the Police Department from last year by the end of September. Mayor Keene confirmed that in fact the \$1.44 should have been \$1.5. Deputy Mayor Heine stated that the City in actuality is \$200,000 short. Mrs. Jankosky replied that there is \$200,000 in contingency. Our General fund balance is \$700,000. Per our fund policy that Council approved we are required to put 17% aside for emergencies. If you enact this proposed budget the City will have \$300,000 left so we still need to find \$461,000. There was discussion about the \$1.4 ad valorem, and Mrs. Green confirmed the number is the 95% ad valorem.

Mrs. Jankosky added that she is very surprised that with everything requested in the budget that we have the \$300,000 left. In past years we have borrowed from other departments.

Councilman Fink stated that he didn't want to sound hard hearted but there are certain things we can't afford especially if we want to make it to 128 years of Municipal service. Sometimes it's not what you want to do but what you have to do. Deputy Mayor Heine asked if the current millage brings in enough money. Mrs. Jankosky replied no. Councilman Fink added that the maximum 10 mils would not bring in enough either. Mrs. Green stated we sent the County 10 mils for the Truth in Millage (TRIM) notice. Councilman Fink replied that the 10 mils would not fix the problem and, in his opinion, that's throwing good money after bad. He continued that he is not trying to pick on anyone but when the Marshal says that we have 17 officers he believes that there should be less. Marshal Anderson replied that the City's current population is 7,640 which is 2.2 - 2.5 per thousand population which is 17 to 19 officers as recommended by FDLE. Marshal Anderson continued that statistically Wauchula, Sebring, Hardee County and Punta Gorda, their officers per thousand vary. Wauchula has 13 officers, they should have 11. DeSoto County's population is 34,000 so they should have 60 and they have 59. City of Arcadia, per population, should have 17 to 19. He reviewed several other examples.

Councilman Fink responded that he has concerns and he understands the Marshal is an elected position however; the supervisory role of the City of Arcadia, in his opinion, is that the City Administrator has no responsibility over a wide chain of activities. He added that he is also concerned because the City Administrator's wage is less. Councilwoman Frierson stated that they could sit and discuss the pros and cons but the fact is this budget cannot afford a \$1.6 million dollar Police Department.

Mrs. Green suggested making arrangements with the Sheriff for so many cars to be in an area and there are many other options to review. We are not sure about the pension status because of the nature of the case, which would help the Police Department.

Deputy Mayor Heine gave an example of how they handle policing in Zolfo Springs. Mayor Keene asked Mrs. Green her experience regarding Avon Park. Mrs. Green replied that Avon Park contracted with the Highlands County Sheriff's Office and maintained two (2) members on staff as community control officers. They designate certain Sheriff's to patrol the areas and Avon Park believes now they are getting better service. Mrs. Green asked the Council how they felt about the Fire merger in 2006 and if they felt they lost a service.

Councilwoman Frierson noted that if something is not done this year it will be next year. Councilman Fink stated if the City grows then the ad valorem increases. Mrs. Green said the key is to do annexations along with more water and sewer. Councilman Fink concurred and stated it is not feasible at 4.4 square miles of a City. Councilman Fink stated that the Council is going to have to give the Marshal a direction. He asked for a consensus that the Administrator return to Council with alternative solutions to eliminate the department but build in a cushion to deal with the possibility of having dedicated Officers in the City provided by the Sheriff's Department. Deputy Mayor Heine agreed and stated we have to meet with Sheriff. Councilman Fink added that once we build a cushion in the budget then staff can meet with the Sheriff regarding what accommodations can be made.

Mayor Keene questioned the timeline for budget approval. Mrs. Green replied that budget hearings were scheduled for September 3, 2013 and September 17, 2013 for final millage and budget approval. She has delivered information to the Tax Collector and that will be on the proposed TRIM notices. Mrs. Green asked if the Council was willing to increase the millage. Councilman Fink and Deputy Mayor Heine agreed increasing the millage would not fix the problem. Mrs. Green stated she

has notes to get quotes on insurance, items that need to go out to bid for instance, auditors. Mrs. Jankosky stated that insurance rates would be arriving soon.

Councilman Allen stated he believes we need to proceed with a plan in mind before we meet with the Sheriff. Deputy Mayor Heine replied that we either give the total budget request to the Police Department or we have to trim the department. Councilman Allen replied that the City is in a position but we need a plan to do it and the Sheriff already knows its coming but how he will react is another question. Deputy Mayor Heine reiterated that he felt the City should talk to the Sheriff.

Marshal Anderson stated that the only items to cut are manpower which is the biggest expense. There was some discussion regarding the Pension. Marshal Anderson stated that he has worked for the City 25 years; he takes pride in his job and the community. He wants to save the department therefore; he needs to know what the Council is asking him to do. He continued that he wants to save the department he cherishes but to keep on dismantling the City we all love, one piece at a time, where does it end. When you start talking about the Sheriff servicing the City, the County offers certain services however; people move into the city for enhanced services.

Mayor Keene asked if there is a number Council can live with for Police Department. Councilman Allen stated that he has thought about this for the last two months and decided to meet with the City Administrator to put a plan together we could live with and take to the Sheriff for discussion. Mayor Keene replied he believes they should review all options. Councilwoman Frierson replied that Council still needs to hear from the Sheriff.

Councilman Fink stated that we don't want to give the Marshal or the Police Department false hopes. Marshal Anderson responded to Dr. Lorenzo Dixon that this was not about him and yes he could retire however; this is about the people and the City we serve and protect - the security you all take for granted. He continued that he understand the dollars and sense however; he is worried about his staff. Mayor Keene agreed and stated that we are all worried about these people.

Mrs. Green asked Marshal Anderson if he could give the Council an idea of what would be the minimum number he could run the department. She said that Mrs. Jankosky and herself could review those numbers and make it work. Marshal Anderson replied that reducing manpower is the only option. He replied to Mrs. Green that the lowest paid person would be around \$32,000 per year.

Councilman Fink spoke to the dual taxation and said the only County that deals with it in a proper manner is Charlotte County. If you have a home in Punta Gorda your ad valorem is lower for duplicated services.

Marshal Anderson explained that when he first started his job there were 14 positions which were cut back to 12. Mrs. Green suggested could you just conduct road patrol and no investigators. Mayor Keene asked if Council could get some options. Marshal Anderson stated if Council closes the Police Department doors, it's not personal for him. Mayor Keene replied there are tough decisions even at the Department of Health. You have to make cuts and you begin drilling down to the bare bones but that's where we are. Council asked about the next workshop. Mrs. Jankosky stated that staff could put some scenarios together. Mrs. Green suggested next Tuesday calling a special meeting and staff would still have time to get the advertisements ready for the paper and the website plus two public hearings on September 3rd and September 17th. Council agreed to a Special Meeting on August 13, 2013 at 5:30.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

ADJOURN

There being no further business the meeting adjourned at 2:45 p.m.

**APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2013.**

By:

\_\_\_\_\_  
Keith Keene, Mayor

ATTEST:

\_\_\_\_\_  
Gia S. Lancaster, City Clerk  
Attest to listening to full audio recording  
Of the City of Arcadia, FL Budget Workshop  
Conducted on August 3, 2013

**MINUTES  
ARCADIA CITY COUNCIL  
SPECIAL MEETING  
CITY OF ARCADIA  
TUESDAY, August 13, 2013  
5:30 PM**

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

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

The meeting was called to order at approximately 5:30 p.m.

Reverend Willie Jones gave the invocation which was followed by Deputy Mayor Heine starting the Pledge of Allegiance.

**Arcadia City Council**

Mayor Keith Keene  
Deputy Mayor Robert Heine  
Councilman Robert R. Allen

Councilwoman Alice Frierson  
Councilman Joseph E. Fink

**Arcadia City Staff**

City Administrator Judi Jankosky  
Marshal Matt Anderson

Planning Specialist Christi Pence

**CALL TO ORDER, INVOCATION, PLEDGE AND ROLL CALL**

1. Police Department Budget

Mrs. Jankosky reviewed the draft budget. She stated that the City is considering getting rid of the inmate's contract and instead hiring eight seasonal employees. This would save the City \$20,000.00.

Marshal Anderson discussed the revised Police Department budget. His biggest expense is man power and overtime. He stated that he revised the budget from seventeen Officers down to fourteen Officers. In addition, he eliminated the purchase of two vehicles, as well as two part-time employees.

Deputy Mayor Heine and Councilman Allen stated the reduced budget looks good.

Councilman Fink stated the budget looks promising however; the Council needs more time to review in order to assure the budget is sustainable for the City.

Mayor Keene stated his appreciation and willingness in Marshall Anderson's review of the budget. He also stated that the City must consider the 17% additional which is applied to the reserve fund. He stated we need to work together and possibly reduce the Police Department budget. Marshal Anderson replied to Mayor Keene that the Police department has taken its budget from \$1.8 million down to \$1.2 million.

Councilman Allen stated that the board is 100% in support of the Police department.

Deputy Mayor Heine stated that he feels that Mrs. Jankosky, Mrs. Green and Marshal Anderson meet and make this happen.

### **PUBLIC INPUT**

Mr. David Carlton, 124 N. Brevard Ave, stated that publicity is positive not negative and protect our City as a whole in general.

Pastor Willie Jones stated that we should keep the Police Department, they give great service.

Mr. Richard Bowers stated that he was worried about safety and schools that are starting next week.

Mr. Carter Smith stated we should keep the Police department and all Council get together on this issue.

Mr. Buck Wilson, Owner Desoto Jewelry, stated the City needs the Police Department to stay in business.

Mr. Curtis Schaffer asked what will happen to our property values if we get rid of the Police Department.

Ms. Becky Mercer, Arcadia Housing Authority, urged the City Administration and Council to keep the Police Department on duty, so they can serve and protect where we live.

Ms. Tracy Hobbble stated that the City must hold on to the Police Department due to property values.

Ms. Renee Hampton, Stonegate Manager, encouraged Council to keep the Police Department.

Mr. Craig Mint stated that he bought a house in the City paying higher taxes and he expects enhanced services.

Mayor Keene replied that we want to keep the Police Department but it's the funding.

The revenue the city is generating has placed us in a short fall. We need to step up and

take responsibility to keep the City running.

Ms. Barbara Gallaway, believes in the Police Department and she was shocked the Officers are only paid \$15.00 an hour.

Kevin Joens, Arcadia Police Department, questioned what would happen to the City Police department if we did not achieve the 17% requested.

Marshal Anderson stated that the Police Department is concerned about losing their jobs and trying to take care of their families.

Councilman Allen stated that he understands the family values since he has lived in the City of Arcadia since 1952.

Marshal Anderson thanked all the fellow citizens for their support of the Arcadian Police Department.

Mrs. Green stated that the proposed budget would be presented again September 3, 2013.

**ADJOURN**

There being no further business the meeting adjourned at 7:00 P.M.

**APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2013.**

By:

\_\_\_\_\_

Keith Keene, Mayor

ATTEST:

\_\_\_\_\_

Christi D. Pence, Planning Specialist

**MINUTES  
CITY COUNCIL  
CITY OF ARCADIA  
TUESDAY, AUGUST 20, 2013  
6:00 PM**

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

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

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

Deputy Mayor Heine gave the invocation which was followed by the Pledge of Allegiance.

**Arcadia City Council**

Mayor Keith Keene  
Deputy Mayor Robert Heine  
Councilman Robert R. Allen

Councilwoman Alice Frierson  
Councilman Joseph E. Fink

**Arcadia City Staff**

City Administrator Judi Jankosky  
City Attorney Thomas J. Wohl

City Clerk Gia Lancaster  
Marshal Matt Anderson

**Oak Ridge Cemetery** – Mr. James Skinner (Clerk notes - Interpreter scheduled)

Mr. James Skinner, 126 Bridle Path, as interpreted: Mr. James Skinner stated his concerns with four wheelers traveling into the Cemetery and this activity is inappropriate and disrespectful. Mr. Skinner affirmed that he has contacted the Arcadia Police Department many times regarding his concerns. Mrs. Cathy Miller, Public Works Director, addressed the concern. The current gate has not been opened in many years and there is an area that is accessed near the gate into the Cemetery. She noted that the Cemetery is not lighted at night. She reviewed several options to remedy the situation. Following some discussion Mayor Keene asked if Mrs. Miller could return to the Council with some cost estimates regarding extension of the gate and any other potential options.

**PRESENTATION**

**Mr. John Twohig** - 20 Years of Service Presentation by Mayor

Mayor Keene presented Mr. John Twohig a plaque representing his 20 years of

dedicated service to the City of Arcadia.

**AUDIT AND BUDGET ITEMS:**

A. Presentation of Audit – Mauldin and Jenkins

Mrs. Leanne Cross summarized the fine points of the 2012 audit. Mayor Keene pointed out his concern with the written statement of corrective action which was completed and due by July 10, 2013.

B. 2013/2014 Budget

Attorney Wohl shared his legal opinion about the dissolution of the Police Department. He stated that, in his opinion, the City cannot unilaterally relinquish the ultimate responsibility of the Police Department without a dual referendum. (Article 8, Section 4 of Constitution). Interlocal Agreements are valid as long as they contain unilateral cancelling rights.

Mrs. Green began explanation of the 2013/2014 Budget with the Police Department that made \$300,000 in cuts to equipment and salaries. The General Fund lowered its budget by \$50,000 by eliminating the Inmate Contract and instead hiring part-time seasonal employees.

Water and Sewer saw no real changes except for \$53,000 per year which is the debt owed to the General fund. The Golf Course reduced its budget to \$360,000. Streets set aside \$400,000 for road improvements. The next steps will be Public Hearings. The tentative millage rate will be advertised and the hearing on September 3, 2013 will be noticed on the Truth In Millage (TRIM) on the property tax notices. The second hearing is scheduled for September 17, 2013. Mayor Keen replied that the budget is still short 17% or \$22,906. Councilman Fink responded that according to the Auditor we are not addressing, with this budget, the fiscal crisis we are in. Mrs. Green concurred stating she sees very little to cut and the only budget to adjust is the Police Department.

Councilman Fink continued that in this budget he still sees three (3) clerical positions, dispatching and the Marshal's salary. Councilman Fink asked if the concern is truly about safety then why keep clerical staff. Marshal Anderson clarified that the Sheriff provides dispatch. The City pays for radios and tower but no dispatchers. Marshal Anderson explained his staff contains a 30 year Lt., an Administrative Assistant and two Records Clerks. Councilwoman Frierson stated that this was addressed last year and the public says they want a City Police Department. Councilman Fink replied that the State will come in and look at the Elected Officials first.

Mayor Keene suggested raising the millage by 1 mil. He also suggested joining in with others Cities and Counties to work with the Legislature for funding Police Departments. Councilman Allen stated that Marshal Anderson has done extra well cutting and we as a

board should assist in the cuts. Deputy Mayor Heine stated that it was never his intention to dissolve the Police Department. Councilwoman Frierson stated she was told if we did not eliminate the Police Department Tallahassee would come down on us. Councilman Fink stated that it was not he that brought up negotiating with the Sheriff's Office; it was brought up by others on the Council. Mayor Keene stated that he has been on the Council for four (4) years and as far as Saturday's Budget Workshop budget nothing was set in stone because it was a Workshop.

Marshal Anderson stated his concerns for personnel and their families and the safety of the citizens.

Dr. Lorenzo Dixon, 920 Magnolia, stated he was happy with the name/address sign in sheet procedure. He stated he is not in support of carrying the City into any more debt and he takes the budget seriously. He stated, as a former Council Member, in the past gave up his salary. He suggested in resolving the \$27,000 shortage; maybe all Council Members should give up their salary.

Mr. Earnest Morgan, City resident, spoke on a variety of items.

Mr. Joe Purcell encouraged the City to get back on track. He was thankful to Council and Marshal Anderson however the Police Department budget has been high over the last few years. When Marshal Anderson took over in May he wanted to raise certain salaries, but if he is already over budget then how do they operate. He asked if there was any protection for the Citizens.

Mrs. Jankosky explained that the overages are often pulled from other departments or by utilizing reserves.

Mr. Charles Conklin, City resident, concurred with Dr. Dixon in that we need a Police Department and suggested City Council take a cut as well. He added that Police Officers put their lives on the line.

Mr. Mitchell Watson thanked Council for the sign-in sheet. He stated that Marshal Anderson has the City headed in the right direction. He believes in the Marshal however not in all of the Officers. He addressed some concerns regarding Code Enforcement.

Marshal Anderson replied that he met with the City Attorney and is also working with the City of Sebring to amend the code to give them the authority to get more accomplished. Councilman Fink questioned that Code Enforcement was under Community Development. Mrs. Jankosky replied that it is under the Police Department.

Mayor Keene stated that Discussion items number 8 and 9 will be addressed at a subsequent meeting.

## **CONSENT AGENDA**

1. Air-Cadia Flowage and Hangar Report for July 2013
2. Check Warrant Reports: 08/02/13, 08/08/13
3. Special Event Permit: Down Home BBQ, Tree of Knowledge, Arcadia Main Street
4. Special Event Permit and Street Closure: Veteran's Day Parade
5. Yearly Special Event Permit: Fourth Saturday Antique Fair

**A motion was made by Deputy Mayor Heine and seconded by Councilwoman Frierson to approve Consent agenda items 1 through 5 as presented. Councilman Fink disclosed that he has a shop downtown and is a member of the Antique Association. His attorney advised him of no conflict. Councilwoman Frierson asked if the vendor problems have been handled. Mrs. Jankosky replied that is a Code Enforcement issue. Vote on the original motion carried 5-0.**

## **DISCUSSION ITEMS**

6. Stormwater Special Assessment Proposal (Administrator)

**A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to approve the Stormwater Special Assessment Proposal as presented. The motion carried 5-0.**

7. Fire Assessment Special Assessment Proposal (Administrator)

Mrs. Jankosky explained this study would be for fire and hydrant replacement plans and does not include Emergency Medical Service (EMS). Attorney Wohl stated that our payments to the County for EMS cannot be applied as a special assessment because it is a service to a person not property.

**A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to approve the Fire Assessment Special Assessment Proposal as presented.**

Dr. Ernie Hewett, 3587 NW Poultry St., asked if the City could raise the current Municipal Services Benefit Unit (MSBU). Attorney Wohl explained that the rates paid to the County decrease each year requiring studies to be conducted regularly. Dr. Hewett replied that there is a rumor that the 2006 MSBU was not done properly. Attorney Wohl stated he would have to review minutes, contracts and research what was done previously. He stated in no final legal opinion that typically municipalities don't create MSBUs.

**Vote on the original Motion carried 5-0.**

Attorney Wohl addressed the Council stating the MSBU question may take quite a bit of

research/analysis into the minutes and other documents. He stated that he could complete some preliminary research. The Mayor and Council agreed to a preliminary report regarding the 2006 MSBU.

- 8. Lease of City Hall (Administrator) – TABLED
- 9. Utility Discussion with County (Administrator) – TABLED
- 10. Grant Funded Change Order #3 WTP (Administrator)

Mrs. Jankosky reported that ultimately the FDEP gave us \$275,000 more grant funding.

**A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to approve the Grant Funded Change Order #3 WTP as presented. The motion carried 5-0.**

- 11. Prayer Policy (Attorney)

Attorney Wohl suggested this Resolution be placed on the website for the public and religious organizations review in order to submit their ideas and suggestions. He suggested a potential draft Resolution for the October 1, 2013.

- 12. Health Insurance Renewal Update (Administrator)

Mrs. Jankosky reported a 65% increase in health insurance costs from United. Mr. Tom Guidry, DeSoto Insurance, stated that he is awaiting rates from BC/BS. He added that what may help the City's health rates is that the City adopted a policy for retirees to go on Medicare and possibly the census may need to be reviewed again.

## **ORDINANCES**

- 13. ORDINANCE NO. 990; SECOND READING OF AN ORDINANCE OF THE CITY OF ARCADIA PROVIDING FOR THE AMENDMENT OF CHAPTER 94, LOCAL BUSINESS TAX: ESTABLISHING CONSISTENCY WITH FLORIDA STATUTE FOR THE REGULATION, ADMINISTRATION AND COLLECTION OF LOCAL BUSINESS TAX FEES; ESTABLISHING A LOCAL BUSINESS TAX FEE SCHEDULE TO BE ESTABLISHED BY RESOLUTION; ESTABLISHING A FEE INCREASE FOR CERTAIN BUSINESS CLASSIFICATION OR TYPES; PROVIDING FOR AMENDMENTS TO BE DEPICTED IN A STRIKE THROUGH AND UNDERLINED LEGISLATIVE FORMAT; PROVIDING FOR SEVERABILITY; AND**

**PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)**

Ordinance No. 991 was read by Title only. A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to adopt Ordinance No. 990 at second and final reading. The motion carried 5-0

14. **ORDINANCE NO. 991; SECOND READING OF AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA; ADOPTING A POLICY FOR INSPECTION AND COPYING OF PUBLIC RECORDS PURSUANT TO CHAPTER 119; FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Council set at first reading: "extensive" use of time to produce records at 30 minutes)**

Ordinance No. 992 was read by Title only. A motion was made by Councilman Fink and seconded by Councilman Allen to adopt Ordinance No. 991 at second and final reading. The motion carried 5-0.

**RESOLUTION**

15. **RESOLUTION NO. 2013-13; LOCAL BUSINESS TAX FEE SCHEDULE (SEE ORDINANCE 990, CHAPTER 94 – CODE OF ORDINANCES)**

Resolution No. 2013-13 was read by Title only. A motion was made by Councilman Fink and seconded by Councilman Allen to adopt Resolution No. 2013-13 as presented. The motion carried 5-0.

**COMMENTS FROM DEPARTMENTS**

16. City Marshal

Marshal Anderson replied to Councilman Allen that 2011 traffic tickets brought in \$22,358 and 2012 brought in \$22,780.

Mayor Keene expressed concern regarding pedestrian traffic crossing on Highway 17. FDOT is working on safety concerns and sidewalks.

17. Attorney

Attorney Wohl spoke to the Supervisor of Elections regarding the manner in which we conduct run offs. Should a tie occur, two weeks following the general election, the City must hold a run-off. The Supervisor of Elections feels he may not be able to prepare for the runoff. He suggested that we go to a straw draw which Florida Statutes allow. Attorney Wohl will review and return with suggestions.

18. City Administrator – No report

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

Mr. Gary Frierson, 820 W. Gibson, spoke of a misprint in an Ordinance which was initial language from 1901. Attorney Wohl replied he spoke to the Supervisor of Elections regarding this instance.

**MAYOR AND COUNCIL MATTERS**

Mayor Keene sated that we demonstrated tonight that our system works. We had good debates and input from the public. He is looking towards moving the City forward.

**ADJOURN**

There being no further business the meeting adjourned at 6:35 p.m.

**APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2013.**

By:

\_\_\_\_\_  
Keith Keene, Mayor

ATTEST:

\_\_\_\_\_  
Gia S. Lancaster, City Clerk



09/13/2013 13:05  
elarson

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

PG 4  
apwarrnt

WARRANT: 20130903 09/13/2013

DUE DATE: 09/13/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
94180	2608	CITY OF ARCADIA	20130911	100	INV	09/13/2013	5,000.00	REIMBURSE- CDBG CHECK
94181	2096	HAZEN & SAWYER, PC	20130909	100	INV	09/13/2013	329.91	INVOICE # 000008, PAYM
94190	2420	GUARDIAN COMMUNITY RESOURCE	M1388/2	100	INV	08/27/2013	5,000.00	FDEO CONTRACT # 13DB-0
WARRANT TOTAL							10,329.91	

\*\* END OF REPORT - Generated by Erika Larson \*\*



09/17/2013 13:10  
elarson

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

PG 4  
apwarrnt

WARRANT: 20130904 09/17/2013

DUE DATE: 09/17/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
94182	2096	HAZEN & SAWYER,PC	20130911	100	INV	09/13/2013	9,510.61	INVOICE #000006. PAYME
94184	2096	HAZEN & SAWYER,PC	20130913	100	INV	09/13/2013	1,065.80	INVOICE #000010, PAYME
94185	2674	CARDINAL CONTRACTORS INC	41070-011	100	INV	09/13/2013	227,273.56	WTP REVOLVING LOAN
94186	2096	HAZEN & SAWYER,PC	0000032	100	INV	09/13/2013	39,368.15	INV #0000032, PMT #32;
94187	2888	SHARON BLANDIN	20130904	100	INV	09/13/2013	30.00	CROSSING GUARD WORKED
94189	3028	BOB'S LOCK & KEY	44627	100	INV	09/13/2013	207.00	5 REKEY EXTERIOR LOCKS
94191	3043	DESOTO CNTY EXTENSION ADVIS	20130913	100	INV	09/17/2013	50.00	FL'S CERTIFIED PILE BU
94192	3043	DESOTO CNTY EXTENSION ADVIS	20130914	100	INV	09/17/2013	100.00	FL'S CERTIFIED PILE BU
WARRANT TOTAL							277,605.12	

\*\* END OF REPORT - Generated by Erika Larson \*\*

*Air-Cadia*

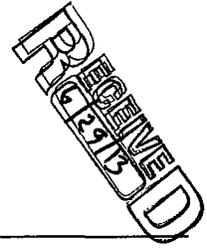
2268 SE AC Polk Jr Dr  
Arcadia, Fl 34266  
863-990-9314  
863-993-2114

*FLOWAGE AND HANGER RENT REPORT August 2013*

<i>Aviation Fuel .....</i>	<i>602.7 GALLONS @ \$0.01/ga</i>	<i>\$</i>	<i>6.03</i>
<i>Lubrication oil.....</i>	<i>0.00Gallons.04/gal</i>	<i>\$</i>	<i>.00</i>
<i>Tiedown Fee.....</i>	<i>00.00/50%</i>	<i>\$</i>	<i>0.00</i>
<i>BLDG F...unit 1 and 2.....</i>	<i>650.00/90%</i>	<i>\$</i>	<i>585.00</i>
<i>Bldg F Unit 3.....</i>	<i>433.00/90%</i>	<i>\$</i>	<i>390.00</i>
<i>T-hangers.....</i>	<i>\$4,275.00/90%</i>	<i>\$</i>	<i>3,848.00</i>
<i>Late Fee.....</i>	<i>0.00/90%</i>		<i>0.00</i>
<i>This month 19 of the 20 hangers rented-Building A and B 3 of the 3 hangers rented-Building F</i>			
<i>Adjustments collected-Martell-July</i>			<i>\$225.00</i>
	<i>\$225.00</i>		
<i>Total due City for August 2013</i>			<i>\$ 5,054.03</i>
<i>Paid Check #</i>	<u><i>2649</i></u>		



# BOARD APPLICATION



Please Print

Board Preference: Historic Preservation Commission

Name: CYNTHIA McLeod Ely Date: 6-27-13

Home Address: 140 N. Polk Ave, Arcadia FL Zip: 34266

Phone: 863-990-7899 Yrs of Arcadia residency: 42 yrs

Occupation: Medical Reception Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_  
( ) Home  
( ) Mobile

Business Phone: \_\_\_\_\_ Bus. Fax \_\_\_\_\_ Email: CMEly26@hotmail.com

Are you retired? ( ) Yes  No If yes, from what?  
\_\_\_\_\_

Are you currently serving on a City Board? ( ) Yes  No  
If yes, which one? \_\_\_\_\_

Educational Background: \_\_\_\_\_

Civic Organizations: DeSoto County Historical Society

Why do you desire to serve on this Board? Preserve the history of Arcadia's buildings and its beauty for the future generations of DeSoto County.

List Name, Address & Phone Number for three personal references:

- 1) Carol Mahler, PO Box 1644, Wocatee FL 34268 863-445-0789
- 2) Harold McLeod, 437 N. Lee Ave, Arcadia FL 34266 863-494-2616
- 3) Arlene Conley 5173 NE Masters Ave, Arcadia FL 34266 863-993-3861

Cynthia McLeod Ely  
Applicant's Signature



City of Arcadia  
SPECIAL EVENT PERMIT APPLICATION

1 - RAIN out date  
Pd. #50 cash  
9/13/13 GSF

Set For Oct 1st  
Council mts.

Date Submitted: 9/13/13  
Event Name Car show  
Event Location Oak & Polk  
Date(s) of Event 7/20, 8/17, 9/21 Hours of Event 4-9  
Expected Attendance 50  
Event Sponsor TEAM Arcadia Non-Profit?  YES  NO  
Description of Event Car show

Contact Person John Super Telephone 763 494-1627 cell 941 812 8005  
Fax # \_\_\_\_\_ Email jsuper10@gmail.com  
Insurance Carrier Desoto Insurance Agency  
Insurance Agent \_\_\_\_\_ Agent's Phone \_\_\_\_\_

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

If Yes, please specify locations: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

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

Received by: G. S. Lantieri Date: 9/13/13  
City Marshal  Approved  Disapproved  
City Administrator  Approved  Disapproved  
City Council  Approved  Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, John Super, as Chairman of TEAM Arcadia do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Car Show to be held at Polk & DAK on 7/20/13 8/17 9/21 - 2013

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

1 - WAS LAST RAIN OUT =

10/19 11/16 12/21

By: John Super (Signature)

Printed Name: John Super

Entity Name: TEAM ARCADIA

Its: CHAIR

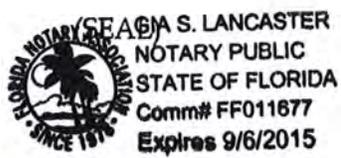
Date: 9/13/13

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 13<sup>th</sup> day of Sep, 2013, by John Super, as CHAIR of TEAM ARCADIA who  is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

GS Lancaster  
NOTARY PUBLIC



## SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Signature of Applicant/Event Sponsor

9/13/13  
\_\_\_\_\_  
Date

John Super  
\_\_\_\_\_  
PRINTED Name of Above

\_\_\_\_\_  
Contact Phone #





## Wireless Internet Hotspot Service Agreement

This Wireless Internet Hotspot Service Agreement ("Agreement") effective as of 9/13/13 ("Effective Date") is by and between the City of Arcadia, Florida, a Florida municipal corporation hereinafter referred to as the "City", and Nationwide Computer Systems, Inc. dba Camplink, a corporation duly organized under the laws of the State of Florida hereinafter referred to as "Camplink".

### Overview

Camplink has developed and integrated a wireless Internet hotspot system ("Hotspot System") which consists of a wireless network delivery system ("Wireless Network"), a hotspot web server, back-end servers located in Camplink offices for user authentication and billing, and related peripherals, cabling, hardware and software. The Hotspot System allows visitors to the City's Mobile Home Park ("Park") who have computers with properly installed compatible wireless devices and who are in range of the Wireless Network to web browse to a hotspot signup page where they can optionally register for high speed Internet access with Camplink. Camplink benefits by receiving revenues directly from registered visitors to the City. The City benefits by providing a valuable service to its visitors, potentially receiving high speed Internet access at one of its office computers, and potentially earning a commission from Camplink.

### Obligations of Camplink

*Internet Access.* Camplink will provide high speed Internet access to the Park, if the Park does not already have high speed Internet access. Depending on many factors including the Park location and the availability of local Internet facilities, that access may come through DSL, cable modem, ISDN, T1, satellite or a number of other means. If the Park has high speed Internet access, Camplink may upgrade this access by increasing the connection speed, adding static IP addresses, or adding other features to the connection. Camplink will pay for any upgrades to the connection initiated at its request.

*Hotspot System.* Camplink will install and maintain all components of the Hotspot System, including the Wireless Network, the hotspot web server, back-end servers, and all related peripherals, cabling, hardware and software. Camplink will attempt to maximize coverage of the Wireless Network throughout the Resort. In general, residents of the Park who can reach the hotspot signup page will also be able to enjoy the high speed Internet access provided by Camplink.

*Customer Support.* Camplink will directly provide users of the Hotspot System with technical support, customer service, and billing support including refunds where appropriate. The hotspot signup page and Camplink marketing material will provide both an email address and a toll-free phone number for this support.

*Marketing Material.* Camplink will provide brochures, signage and/or other marketing and instructional material to the Park for its residents.

*Commissions.* Camplink will calculate any commissions due the City and remit these commissions within 30 days of the end of each calendar year. The commission due will be equal to 10% of all revenues received by Camplink from residents to the Park which exceed \$10,000 per calendar year.

### Obligations of City

*Equipment Locations.* The Resort will provide Camplink with one or more secure weatherproof locations for its equipment and electrical power to run the equipment. Generally, the hotspot server and central radios can be situated on a shelf in a closet. Wireless antennas and possibly outdoor radios will generally be affixed to a pole on the top of this building or the building itself. Depending on the Park size and layout, wireless repeater points may be installed in other areas of the Park. These must have electrical power and may either be attached to outlying buildings, trees, poles or streetlights.

*Equipment Security.* The City is responsible for keeping Camplink's equipment secure from theft, vandalism and fire. In the event Camplink equipment is damaged due to these causes, the City must reimburse Camplink for the cost of the equipment, but in no event will this reimbursement cost exceed \$1,500. The City is not responsible for damage to Camplink equipment caused by electrical surges or normal equipment failure.

*Promotion of Service.* The City will promote the availability of Camplink services to its visitors through announcements.

*Availability of Wireless Hardware.* While some Park residents will have the wireless hardware necessary to connect their computers to the Hotspot System, others will not. Camplink sells high-power wireless hardware directly to customers.

*Exclusivity.* The City will not enter into agreements, either written or verbal, with other providers to provide high speed Internet service to the Park residents as long as this agreement remains in effect.

### **Hotspot Service Rates**

The below schedule shows the rates currently in effect for Camplink service. These rates are subject to change but are not expected to change substantially during the first year of this Agreement:

<u>Camplink Access Plan</u>	<u>Cost</u>
Annual	\$240
6 Months	\$180
5 Months	\$170
4 Months	\$140
3 Months	\$105
Monthly	\$ 40
Weekly	\$ 15
Weekend (3 day plan)	\$ 10
Daily	\$ 5

All plans start as soon as a Park resident activates their account on the hotspot signup page and lasts for the time frame shown above. The weekend plan is actually a 3-day special that gives users access for the next 3 days, and does not necessarily have to be on a weekend.

### **Term of Agreement**

This agreement will remain in effect for 3 years from the Effective Date. The parties may mutually agree in writing to renew this Agreement on an annual basis under the same terms and conditions set forth herein after the initial three-year term.

### **Limitation of Liability**

Camplink shall not be liable for any incidental or consequential damages arising out of its performance (or failure to perform) under this agreement, including, but not limited to, loss of business profits or revenues, loss of equipment use, damage to the Park's or the Park's residents' computers including loss of data due to viruses, corruption or other causes. The City shall forever indemnify and hold Camplink harmless from any loss or damage to person, property, software or data, and any other judgement, assessment, cost or expense (including attorneys' fees) arising out of Camplink's performance (or failure to perform) under this agreement.

### **Severability**

In the event any provision of this Agreement (or any part of any provision) is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Agreement; but this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had not been contained in this Agreement, but only to the extent it is invalid, illegal or unenforceable.

**Assignment**

This Agreement binds and inures to the benefit of the parties' successors and assigns. Any of the parties may assign, delegate, sub-license or otherwise transfer this Agreement, or any right or obligation under this Agreement, to a third party.

**Law Governing**

The validity, enforceability, and construction of this Agreement, and the rights and obligations of Camplink and City hereunder shall be governed by, construed under and determined according to the laws of the State of Florida applicable to contracts executed and performed within this State. If any provision of this Agreement should for any reason be declared invalid or unenforceable the remaining provisions herein shall remain in full force and effect. Venue and jurisdiction for any matter arising under this Agreement shall be Desoto County Circuit Court.

**Representations and Warranties**

There are no understandings, representations or warranties, expressed or implied, respecting this agreement of the services or obligations to be performed hereunder which are not expressly set forth herein. There are no terms or conditions of this agreement, verbal or otherwise, not contained herein.

**Litigation Expense**

In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party or parties for all costs and expenses reasonably incurred by the nondefaulting party or parties in connection with the default, including without limitation, reasonable attorney's fees. Additionally, in any action brought by either party for the interpretation or enforcement of the obligations of the other party including Purchaser's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

With their signature, the parties agree to the foregoing.

By: Michael A. Burns  
Authorized Representative of Camplink

MICHAEL A. BURNS  
Printed Name

9/13/13  
Date

Address to which correspondence should be directed:

Camplink  
c/o Nationwide Computer Systems, Inc.  
P.O. Box 551149  
Davie, FL 33355

**APPROVED AS TO FORM AND CORRECT-  
NESS:**

\_\_\_\_\_

**OWNER**  
**CITY OF ARCADIA**  
(Approved by City Council at  
\_\_\_\_\_ meeting)

**ATTEST:**

By: \_\_\_\_\_  
Judi Jankosky  
~~Interim~~ City Administrator

By: \_\_\_\_\_  
Keith Keene  
Mayor

Address to which correspondence should be directed:

City of Arcadia  
c/o City Administrator  
23 N. Polk Avenue  
Arcadia, Florida 34266

RESOLUTION NO. 2013-18

**A RESOLUTION OF CITY OF ARCADIA, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Arcadia, Florida (the "City") is contemplating the imposition of special assessments for the provision of fire and stormwater services; and

**WHEREAS**, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing fire and stormwater services to property within the Incorporated area of the City as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2014, in the same manner as provided for ad valorem taxes; and

**WHEREAS**, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

**NOW, THEREFORE BE IT RESOLVED:**

1. Commencing with the Fiscal Year beginning on October 1, 2014, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing fire and stormwater services. Such non-ad valorem assessments shall be levied within the Incorporated area of the City. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

2. The City hereby determines that the levy of the assessments is needed to fund the cost of fire and stormwater services within the Incorporated area of the City.

3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the DeSoto County Tax Collector, and the DeSoto County Property Appraiser by January 10, 2014.

4. This Resolution shall be effective upon adoption.

DULY ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
Keith Keene, MAYOR

APPROVED AS TO FORM:

(SEAL)

Attest:

\_\_\_\_\_  
Thomas J. Wohl, City Attorney

\_\_\_\_\_  
Gia S. Lancaster, City Clerk

**Arcadian**  
**108 S Polk Avenue**  
**Arcadia, FL 34266**

**08/26/13**

**NOTICE OF INTENT TO USE UNIFORM  
METHOD OF COLLECTING NON-AD  
VALOREM ASSESSMENTS**

The City of Arcadia, Florida (the "City") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the incorporated area of the City, for the cost of providing fire and stormwater services commencing for the Fiscal Year beginning on October 1, 2014 and continuing until discontinued by the City. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 6:00 p.m. on October 1, 2013 at the Council Chambers, 23 N. Polk Avenue, Arcadia, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Clerk's office, City Hall, 23 N. Polk Avenue, Arcadia, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (863) 494-4114 at least a week prior to the date of the hearing.

DATED this 23rd day of August, 2013.

By Order of:  
**Gia Lancaster, City Clerk**  
**CITY OF ARCADIA, FLORIDA**  
Published 9/5/13, 9/12/13, 9/19/13 & 9/26/13  
114862 2932018

Phone:(863)494-2434 Fax:(863)494-3533 Website: [www.sunnewspapers.net](http://www.sunnewspapers.net)  
Email: [jbierman@sun-herald.com](mailto:jbierman@sun-herald.com)

Date: <b>08/26/13</b>	Ad Taker: <b>JBIERMANCTX</b>	Agate Lines: <b>84</b>
Ad Date: <b>09/05/13</b>	Sales Person: <b>200</b>	Depth: <b>8.917</b>
Class: <b>3138</b>	Words: <b>335</b>	Inserts: <b>4</b>
Ad ID: <b>2932018</b>	Lines: <b>74</b>	Blind Box:

Account: <b>114862</b>	
<b>CITY OF ARCADIA</b> <b>23 N POLK</b> <b>ARCADIA, FL 34266</b>	
Description: <b>NOTICE OF INTENT TO USE UNIFORM METH</b>	Telephone: <b>(863) 494-4114</b>

Other Charges:	<b>\$0.00</b>	Gross:	<b>\$368.04</b>
Discount:	<b>\$0.00</b>		
Surcharge:	<b>\$0.00</b>	Paid Amount:	<b>- \$0.00</b>
Credits:	<b>\$0.00</b>		
Bill Depth:	<b>8.917</b>	Amount Due:	<b>\$368.04</b>

Publication	Start	Stop	Inserts	Cost
Legal Advertising	09/05/13	09/26/13	4	\$368.04

**invoice**

Ad Note:  
Invoice emailed to Gia Lancaster

Customer Note:  
LEGAL ACCT

Please remit to:

**Arcadian**  
**108 S Polk Avenue**  
**Arcadia, FL 34266**

*We Appreciate Your Business!*  
*Thank You!*

**RESOLUTION NO. 2013-24**

**RESOLUTION FOR  
JOINT PARTICIPATION AGREEMENT  
FOR AVIATION PROJECTS**

**A RESOLUTION** of the City of Arcadia, Florida authorizing the execution of that certain Joint Participation Agreement (JPA) with the Florida Department of Transportation.

**WHEREAS**, the City of Arcadia, Florida has the authority to enter into a JPA with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

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

1. That the JPA for Item-Segment-Phase-Sequence **433855-1-94-01** is approved.
2. That Judi Jankosky, City Administrator is authorized to enter into, modify or terminate the JPA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS OCTOBER 1, 2013.

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
ATTEST: CITY CLERK  
(Seal)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

Financial Project Number(s): (Item-segment-phase-sequence)  <u>433855-1-94-01</u>  Contract Number: <u>AR436</u> CFDA Number: <u>N/A</u> CFDA Title: <u>N/A</u>	Fund: <u>010</u> Function: <u>215</u> Federal Number: <u>N/A</u> DUNS Number: <u>80-939-7102</u> Agency DUNS Number: <u>03-968-3735</u>	FLAIR Category: <u>088719</u> Object Code: <u>750004</u> Org. Code: <u>55012020129</u> Vendor No.: <u>F596 000 266 021</u>  CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Development Grants</u>
--	---	---

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Arcadia at 23 North Polk Avenue, Arcadia, Florida 34266 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before July 1, 2019 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

W I T N E S S E T H:

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

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide Department participation in a project to update the airport master plan and airport layout plan at Arcadia Municipal Airport and as further described in Exhibit(s) A, B, C, and D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**2.00 Accomplishment of the Project**

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

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

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

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

**3.00 Project Cost:** The total estimated cost of the project is \$ 263,360.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 26,336.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

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

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

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

#### **6.00 Project Budget and Payment Provisions:**

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

**6.20 Payment Provisions:** Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

#### **7.00 Accounting Records:**

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

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

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

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

**7.60 Audit Authority:** In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

#### **7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### **Part III Other Audit Requirements**

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### **Part IV Report Submission**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

- a. The Department at each of the following addresses:  
801 North Broadway Avenue  
Bartow, Florida 33830
  - b. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - c. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.
2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:  
801 North Broadway Avenue  
Bartow, Florida 33830

In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:  
801 North Broadway Avenue  
Bartow, Florida 33830

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - a. The Department at each of the following addresses:  
801 North Broadway Avenue  
Bartow, Florida 33830
  - b. The Auditor General's Office at the following address:  
  
Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - a. The Department at each of the following addresses:  
801 North Broadway Avenue  
Bartow, Florida 33830
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97,

Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

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

## **8.00 Requisitions and Payments:**

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

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

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

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

**8.14** Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's **Travel Form No. 300-000-01**. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.15** For real property acquired, submit;

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

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

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

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

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

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

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

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

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

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

**9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other

reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

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

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

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

## **12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

## **12.20 Procurement of Personal Property and Services**

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

**12.22 Procurement of Commodities or Contractual Services:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency

to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 8.23.

### **12.30 Disadvantaged Business Enterprise (DBE) Policy**

**12.31 DBE Policy:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

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

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

### **13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

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

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

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42

USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

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

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

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

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

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

#### **14.00 Miscellaneous Provisions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**17.00 Appropriation of Funds:**

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

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

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before July 1, 2019. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary or designee. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

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

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

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

**21.00 Restrictions on Lobbying:**

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

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

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

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

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

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

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

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

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

#### **25.00 E-Verify**

Vendors/Contractors:

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

Financial Project No(s). 433855-1-94-01

Contract No. AR436

Agreement Date \_\_\_\_\_

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

AGENCY

FDOT

City of Arcadia  
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CHRIS SMITH  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

Director of Transportation Development  
TITLE

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 dated \_\_\_\_\_.

PROJECT LOCATION: Arcadia Municipal Airport

PROJECT DESCRIPTION: *Airport Master Plan and Airport Layout Plan Update*

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Match requirements are waived pursuant to provisions under the Rural Economic Development Initiative. There is no local participation in this project.

**EXHIBIT "B"**  
**PROJECT BUDGET**  
(REDI Waiver)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 dated \_\_\_\_\_.

Expiration Date: July 1, 2019

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

		<b>FY 13/14</b>
State Funding (DPTO)	(10%)	\$26,336.00
Federal Funding (FAA)	(90%)	\$237,024.00
	Total	\$263,360.00

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

State funds programmed on this project must be expended and an invoice for their reimbursement to the agency submitted to the Department by the following date(s):

FY 13/14 funds by May 1, 2019

Such funds which are not expended and invoiced by the dates indicated shall be forfeited by the agency. Invoices shall be submitted at a minimum of every 24 months or the project funds are subject to deletion.

**EXHIBIT "C"**  
**AVIATION PROJECT REQUIREMENTS & PROGRAM ASSURANCES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 dated \_\_\_\_\_.

**A. General**

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

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

**B. Agency Compliance Certification**

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

a. **Florida Statutes (F.S.)**

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

b. **Florida Administrative Code (FAC)**

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

c. **Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**

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

- Guidelines for Plan Development

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

a. **Federal Requirements**

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

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

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

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

a. **Federal Requirements**

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

b. **Florida Requirements**

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

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

### **C. Agency Authority**

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

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

### **D. Agency Responsibilities**

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

#### **1. Accounting System**

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

#### **2. Good Title**

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

#### **3. Preserving Rights and Powers**

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

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

#### **4. Hazard Removal and Mitigation**

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

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

#### **5. Airport Compatible Land Use**

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

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

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

#### **6. Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.
  - c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.
- 7. Consistency with Airport Master Plan and Airport Layout Plan**
- a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.
  - b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:
    - (1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
    - (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
    - (3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
  - c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
  - d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.
- 8. Airport Financial Plan**
- a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.
    - (1) The financial plan shall be a part of the Airport Master Plan.
    - (2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
    - (3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.
  - b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

## **9. Airport Revenue**

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

## **10. Fee and Rental Structure**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.
- c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

## **11. Public-Private Partnership for Aeronautical Uses**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

## **12. Economic Nondiscrimination**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - (1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - (2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other

FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

### **13. Air and Water Quality Standards**

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

### **14. Operations and Maintenance**

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

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

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

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

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

### **15. Federal Funding Eligibility**

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

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

### **16. Project Implementation**

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

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

### **17. Exclusive Rights**

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

#### **18. Airfield Access**

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

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

#### **19. Retention of Rights and Interests**

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

#### **20. Consultant, Contractor, Scope, and Costs**

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

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

#### **21. Planning Projects**

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

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

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

## 22. Land Acquisition Projects

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

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
  - (1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

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

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

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

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

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

- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.
- (2) Land shall be considered to be needed for airport purposes under this assurance if:
  - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
  - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- (4) For disposal of real property purchased with Department funding:
  - (a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.
  - (b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - (c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.
  - (d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

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

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

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

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

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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

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

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

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

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

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

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

**25. Requests for Reimbursement (Invoice Submittals):** In accordance with Section 215.422 Florida Statutes and the requirement of Paragraph 22.00 of this Agreement:

a. **Required Submittal Format**

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

b. **Approval of Submittal**

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

**26. Third Party Contracts:** The Department must approve third party contracts pursuant to Paragraph 12.00 except that written approval is hereby granted for:

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

b. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017 Florida Statutes, and in Rule Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.

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

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

**EXHIBIT "D"**  
**PROJECT COMPLIANCES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266 dated \_\_\_\_\_.

State Agency: Florida Department of Transportation  
CSFA Number & Title: 55.004, Aviation Development Grants  
Amount: \$26,336.00

COMPLIANCES

**ACTIVITIES ALLOWED**

**Airport Planning**

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master Plans and Airport Layout Plans (ALP);
- Master Drainage Plans;
- Environmental Assessments (EA);
- Development of Regional Impact (DRI);
- Operations and Emergency Response Plans (ERP);
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental Impact Studies (EIS);
- Wildlife Hazard Studies;
- Feasibility and Site Selection Studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

**Airport Improvement**

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

Air-side capital improvement projects

- Runways
- Taxiways
- Aprons
- T-hangers
- Fuel farms
- Maintenance Hangers
- Lighting
- Air Traffic Control Towers
- Instrument Approach Aids
- Automatic Weather Observation Stations

#### Land-side capital improvement projects

- Terminal Buildings
- Parking lots and structures
- Road and other access projects

#### Presentation projects

- Overlays
- Crack sealing
- Marking
- Painting buildings
- Roofing buildings
- Other approved projects

#### Safety equipment

- Airfield Rescue and Fire Fighting Vehicle (ARFF)
- Lighted Xs

#### Safety projects

- Tree clearing
- Land contouring on overrun areas
- Removing, lowering, moving, and marking, lighting hazards

#### Information technology equipment (used to inventory and plan airport facility needs)

#### Drainage improvements

#### Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved Master Plan or ALP)
- Mitigation land (on or off airport)
- Aviation easements
- Right of way
- Approach clear zones

#### Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact
- Building for lease
- Industrial park infrastructure and buildings
- General aviation terminals that will be 100 percent leased out
- Industrial park marketing programs

#### Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at [www.dot.state.fl.us/Aviation/Public.htm](http://www.dot.state.fl.us/Aviation/Public.htm).

#### **ALLOWABLE COSTS**

Entities are prohibited from using grant funds for lobbying the legislature. (*Section 216.347, Florida Statutes*). Also, restrictions of expenditures are summarized in the Reference Guide for State Expenditures of the Department of Financial Services. Other specific requirements for allowable costs are unique to each state project and are found in the laws, rules, and the provisions of contracts or grant agreements pertaining to the project. For projects listed in the Compliance Supplement, these specific requirements are in Part Four.

#### Audit Objectives

Determine whether expenditures of state financial assistance were for allowable costs.

### Suggested Audit Procedures

1. Identify the types of costs that are either specifically allowed or prohibited by the laws, rules, and provisions of contracts or grant agreements pertaining to the project.
2. Select a sample of transactions and perform procedures to verify that the transactions were for an allowable cost and not for lobbying the legislature or other prohibited uses.

### Cash Management

State agencies which are expressly authorized by law to make advances for project startup or contracted services in total or periodically, shall limit such advances to other governmental entities and nonprofit entities. The amount to be advanced may not exceed the expected cash needs of the recipient within the initial 3 months. Thereafter disbursements are to be made only on a reimbursement basis. The Chief Financial Officer, after consultation with the appropriations committee, may advance funds beyond a 3-month requirement if it is determined to be consistent with the intent of the approved operating budget. Any agreement that provides for advances may contain a clause that permits the recipient to temporarily invest the proceeds, provided that any interest income either be returned to the agency or applied against the agency's obligation to the pay the contract amount. (*Section 216.181, Florida Statutes*) Specific cash management requirements unique to a state project may be found in the laws, rules, and the provisions of contracts or grant agreements pertaining to the project. For projects listed in the Compliance Supplement, these specific requirements are in Part Four.

### Audit Objectives

1. Determine that cash management procedures are in accordance with Section 216.181, Florida Statutes, and other laws, rules, and the provisions of contracts or grant agreements pertaining to the state project.
2. Determine that interest income, when allowable, is correctly recorded and returned to the state agency or applied against the contract or grant agreement.

### Suggested Audit Procedures

1. Review reimbursement requests and trace to supporting documentation. Ensure that costs for which reimbursement was requested were paid prior to the date of the reimbursement request.
2. Determine whether any interest income was owed to the state agency and either remitted to the agency or applied against amounts owed by the state agency.

## MATCHING

### **Commercial Service Airports**

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

### **General Aviation Airports**

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

### **Economic Development**

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

### **Airport Loans**

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

**City Marshal**  
**Matthew A. Anderson**



**State of Florida**  
**City of Arcadia**

**ARCADIA POLICE DEPARTMENT  
COUNCIL REPORT**

**TOTALS FOR THIS REPORT PERIOD:      SEPT                      2013**

**ARREST ACTIVITIES**

FELONY ARREST	6	MISDEMEANOR ARREST	19
JUVENILE ARREST	2	TRAFFIC ARREST	17
WARRANT ARREST	9		

**TRAFFIC ACTIVITIES**

ACCIDENT REPORTS	12	TRAFFIC CITATIONS	119
		WARNING CITATIONS	72

**PATROL**

COMPLAINTS	772
CITY ORDINANCE VIOLATIONS	42

**CRIMINAL INVESTIGATIONS**

CASES TOTAL	17
CASES UNDER INVESTIGATION	11
CASES CLOSED	6

  
**CITY MARSHAL**  
9/24/2013

ADM (863)993-4660  
FAX (863)993-4664

**CITY OF ARCADIA**  
**POLICE DEPARTMENT**  
725 N. Brevard Ave.

**MATTHEW A. ANDERSON**  
**MARSHAL**

**P.O. BOX 1014**  
**ARCADIA, FL. 34265**

**CITY CODE ACTIVITIES**

**MONTH OF**  
**SEPT 2013**

CODE ENFORCEMENT OFFICER CARL MCQUAY

COURTESY NOTICES	37
NOTICE OF VIOLATIONS	0
<b>CODE VIOLATIONS</b>	
ABANDONED VEHICLES	0
COMMERCIAL VEHICLES	0
FENCES	0
HIGH GRASS/OVERGROWN LOTS	30
NUISANCE	1
OCCUPATIONAL LICENSES	0
PARKING VIOLATIONS	0
PERMIT VIOLATIONS	1
TRASH/JUNK/DEBRIS	0
UNSAFE STRUCTURES	0
WATER VIOLATIONS	0
YARD SALES	1
ZONING VIOLATIONS	0
<b>TOTAL CODE VIOLATIONS</b>	<b>33</b>
CODE COMPLAINTS	1
CONTACTS	0
FIELD WORK	20
FOLLOW UP	2
POSTING	0
INVESTIGATIONS	11
MAILING	4
RECORDS	39
CAB INSPECTIONS	5
CAB DRIVER'S PERMITS	4
TITLE COMPANY SEARCHES	6
HEARINGS	9
FINGERPRINTING	6
POSTAGE USED	\$0.00