

**AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 N. POLK AVE., ARCADIA, FL
TUESDAY, OCTOBER 2, 2012
6:00 PM**

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

COUNCIL REORGANIZATION

Nominations for Mayor and Deputy Mayor

RESOLUTION NO. 2012-18: A RESOLUTION APPOINTING THE MAYOR AND DEPUTY MAYOR AND PRESIDING OFFICER; SETTING TERM OF OFFICE.

PRESENTATION

September Employee of the Month – Mr. John Twohig

CONSENT AGENDA

1. Minutes of the August 24, 2012 Special Meeting
2. Minutes of the September 4, 2012 Regular Meeting
3. Minutes of the September 11, 2012 Budget Workshop
4. Minutes of the September 18, 2012 Regular Meeting
5. Check Warrant Reports from 09/20/12 to 09/28/12
6. Team Arcadia Monthly Car Show
7. Chamber of Commerce Annual Christmas Parade

DISCUSSION ITEMS

8. Request from the Historical Society for City Historical Records for the Museum (Margaret Way, Historical Society)
9. Direction/expectation regarding land in Fire Merger (Guy Maxcy, County Administrator)
10. DeSoto High School Request for Special Event Permit and Waiver of Fees for Homecoming Parade
11. Men of Character Request for Special Event Permit and Waiver of Fees for Breast Cancer Awareness Walk
12. Hand of Angels Request for Special Event Permit and Waiver of Fees for Week of the Family Fun Fair – Lake Katherine Park
13. Retiree RX Supplement (Tom Guidry, DeSoto Insurance)
14. Tractor Information

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

15. Air-Cadia Property Insurance
16. Contract with Central Florida Regional Planning Council for 2012-2013
17. Board/Committee Appreciation Evening and City Government Week
18. Kimley-Horn Agreement
19. Arcadia Ballfields
20. MHP and Hwy 17 Widening Update

RESOLUTIONS

1. **RESOLUTION NO. 2012-14; A RESOLUTION OF THE CITY OF ARCADIA, FLORIDA INCREASING GARBAGE AND TRASH COLLECTION SERVICE CHARGES EFFECTIVE OCTOBER 2, 2012.**
2. **RESOLUTION NO. 2012-15; A RESOLUTION ESTABLISHING WATER AND SEWER RATES EFFECTIVE OCTOBER 2, 2012, ALLOWING FOR AN AUTOMATIC ANNUAL INCREASE AND PROVIDING AN EFFECTIVE DATE.**
3. **RESOLUTION NO. 2012-16; A RESOLUTION ESTABLISHING MISCELLANEOUS CHARGES RELATING TO WATER AND SEWER USAGE AND PROVIDING AN EFFECTIVE DATE.**
4. **RESOLUTION NO. 2012-17; A RESOLUTION AMENDING MISCELLANEOUS CHARGES RELATING TO WATER AND SEWER USAGE.**

COMMENTS FROM DEPARTMENTS

5. City Marshal – September Report in packet
6. Attorney
7. 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 2012-18

**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 2013 or until their successors are appointed.

SO DONE THIS 2nd DAY OF OCTOBER 2012.

Keith Keene

Joseph E. Fink

Robert W. Heine

Alice Frierson

Robert Allen

ATTEST:

Virginia S. Haas, CMC
City Recorder

Reviewed and approved as to form:

Thomas J. Wohl, City Attorney

EMPLOYEE OF THE MONTH SEPTEMBER 2012

With sincere gratitude this certificate is presented to

JOHN TWOHIG

in appreciation of his exemplary service to the citizens of the City of Arcadia through his initiative and hard work in the Public Works Department; and striving to improve the quality of life for all.



CITY OF ARCADIA

Judi Jankosky, City Administrator

October 2, 2012

Virginia S. Haas
Virginia S. Haas, City Recorder

October 2, 2012

**MINUTES
CITY COUNCIL SPECIAL MEETING
CITY OF ARCADIA
FRIDAY, AUGUST 24, 2012
5:30 PM**

ITEM # 1

The following minutes reflect a summary of actions for the above meeting 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, ROLL CALL

The special meeting was called to order at approximately 4:30 PM.

Arcadia City Council

Mayor Keith Keene - Absent
Deputy Mayor Alice Frierson
Councilman Robert Heine

Councilman Joseph E. Fink
Councilman Robert Allen - Absent

Arcadia City Staff

City Administrator Judi Jankosky
City Recorder Virginia S. Haas
AJ Berndt, WTP
Jerry Cordes, Public Works

Jerry Cordes, Public Works
Steve Underwood, WWTP
Carrie Taylor, Golf Course
Marshal Charles Lee

RESOLUTION:

- 1. RESOLUTION NO. 2012-06: A RESOLUTION OF THE CITY OF ARCADIA DECLARING A STATE OF LOCAL EMERGENCY; WAIVING PROCEDURES AND FORMALITIES OTHERWISE REQUIRED OF MUNICIPALITIES BY LAW PURSUANT TO CHAPTER 252.38(3)(a) FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.**

Deputy Mayor Frierson introduced Commissioner Elect Bob Miller.

A motion was made by Councilman Fink and seconded by Councilman Heine to adopt Resolution No. 2010-06 as presented. The motion carried 3-0.

The following was discussed in preparation for Tropical Storm Isaac. Closing procedures, trash pickup, road flooding, all Officers on call, school closings, shelters. Commissioner Elect Miller asked if the City and County coordinate during emergencies. Marshal Lee responded that the Police Department is on the same frequency as the County and someone will be present at the Emergency Operations Center.

Mrs. Jankosky replied to Mrs. Susan Hoffman that information and updates will be uploaded to the City website.

PUBLIC COMMENTS - NONE

COUNCIL MEMBER COMMENTS - NONE

ADJOURN

Having no further business, the workshop was adjourned at 4:45 PM.

APPROVED THIS ___ DAY OF _____, 2012

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, CMC
City Recorder

**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, SEPTEMBER 4, 2012
6:00 PM**

ITEM # 2

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.

Councilman Heine gave the invocation followed by the Pledge of Allegiance.

Arcadia City Council

Mayor Keith Keene
Councilman Robert Heine
Councilman Robert R. Allen

Deputy Mayor Alice Frierson
Councilman Joseph E. Fink

Arcadia City Staff

City Administrator Judi Jankosky
Marshal Charles Lee
City Attorney Thomas J. Wohl
Jerry Cordes, Public Works

City Recorder Virginia S. Haas
Captain Matt Anderson
Carrie Taylor, Golf Course

PRESENTATION

August 2012 Employee of the Month – Charlie Cobb, Streets Department

Mayor Keene read and presented the August 2012 Employee of the Month plaque to Mr. Charlie Cobb for his work in the City Streets Department.

CONSENT AGENDA

1. Minutes of August 7, 2012 Regular Meeting
2. Minutes of August 21, 2012 Regular Meeting
3. Check warrants from 08/24/12 and 08/29/12
4. Special Event Permit and Street Closure for Car Show – Saturday September 15, 2012.
5. Special Event Permit for the third Saturday of each month at the Tree of Knowledge – Arcadia Main Street Saturday Farmers Market.

Councilman Fink made a motion to approve consent agenda items number 1, 3, 4 and 5 as presented and pulling item number 2. The motion was seconded by Councilman Allen and carried 5-0.

Councilman Fink requested changes to the minutes concerning item 6, page 2 of the August 21, 2012 minutes and public comment from Mr. Rickey Hilton on page 9 and paragraph 1 of the same minutes. Requested items will be reviewed and corrected verbatim and brought back for review by Council.

DISCUSSION ITEMS

6. Special Event Permit and waiver of fees for Trinity 4th Saturday Market – Trinity United Methodist Church – all held on Church Property including parking

Due to the fact that this permit request would be held on Church Property and no City or public property would be utilized or City services required this request was approved as presented.

7. Special Event Permit and waiver of fees for DeSoto Arts & Humanities Council at the Tree of Knowledge Park

A motion was made by Councilman Fink and seconded by Councilman Heine to approve the special event permit to include payment of fees in the amount of \$25.00 per event plus a \$200 refundable deposit for DeSoto Arts and Humanities Council use of Tree of Knowledge Park.

8. Property and Casualty Insurance

Mr. Lew Ambler, DeSoto Insurance, stated that they have talked about the values on buildings several times the last few months. The last time he brought the estimated costs to bring the insured values up to the appraised values Council asked to table the item. Mayor Keene asked about appraised values versus insured values. Mr. Ambler explained that an appraisal was conducted in 2009 by PGIT which they only did on buildings that were valued at \$100,000 or that they felt should be valued at \$100,000 or more. The copy of the appraised values is available containing about 150 pages however it was just a replacement cost estimate, not an appraisal. The Council appointed a committee consisting of the Deputy Mayor, and the City Administrator to review the items. Mr. Ambler gave an example of the City Hall/Fire Station that is insured at \$93,000 and has 8,800 square feet. The City Hall first floor renovations were completed however the second floor has not been renovated but the space is still there. The replacement cost is \$800,000 and after the committee talked they felt the City Hall/Fire Station should be insured at half a million. Mr. Ambler continued that when you build a public building some you can build out of metal, but some you build for generations like City Hall and the Police Station. He stated that the City has more buildings than needed and asked which items the City would replace. He added that there is nothing forcing you to increase the values as they will renew the insurance at the same rate whether you increase the values or not. He explained that the City has had changes in management in past years and he felt like the Council needed to know what the situation was on the values of the insurance

Mr. Ambler reported that some items on the list like the South Parker Complex, the Water Plant on Turner Road and the buildings at Oak Ridge Cemetery are large concrete structures not buildings that you walk into however they did pay claims on these during Hurricane Charlie. If there is an interest in keeping costs down he recommended not raising the premiums on those buildings. Mayor Keene asked if those items were reflected on the chart as not increased. Mr. Ambler reviewed the items that were increased and not increased in the chart. Mr. Ambler summarized if Council chose to increase all recommendations the premium would increase by \$28,000. Mrs. Jankosky stated that she included all Airport insurance increases and the other

increases on the chart in the budget including a five percent overall increase. There was some discussion regarding the Country Club. Mayor Keene stated that insurance is something we all are required to have and he doesn't want the City to not have accurate coverage. Mr. Ambler responded that it has been eight years trying to be effective on these values and if the Council chooses to leave it as is he wanted the Council to make that decision. Mr. Ambler confirmed to Mayor Heine that the recommended changes would result in an additional \$28,000 premium.

A motion was made by Councilman Fink to approve the recommended premium list as presented. The motion was seconded by Councilman Heine and carried 5-0. Mrs. Jankosky noted that items could be added or removed at a later time.

9. Health Insurance Rates

Mr. Tommy Guidry, DeSoto Insurance, presented alternate numbers from United Health Care, along with a cost and benefit comparison between Florida Blue (Formerly Blue Cross) and United. He explained that he was waiting to hear from Florida Blue any day. He stated that he was prepared to show what the City could save if we switched to United. He noted the packet he would review contains the actual rates that would apply. There were seven plans however he wanted to review the top two plans which would most compare to what the employees have now with Florida Blue. United FXV is very close to what City employees have with a \$500 deductible and an 80/20 plan with give and take on benefits. The third plan down is the United FXP with the \$1,000 deductible. He reviewed the comparison of benefits. The Florida Blue current plan 1362 is an original Blue Option plan not offered anymore. It has a \$500 deductible, United, has a \$500 deductible, out of network for Florida Blue is a \$500 deductible, United is \$1,000 out of network. He explained that Co-insurance is the amount the insurance pays after the deductible is met and all plans are at 80%. For out of network Florida Blue is 50% while United pays 60%. The out of pocket maximum for Florida Blue is \$2,500, while United is \$3,000. Florida Blue: Primary physician co-pay is \$20, specialist visits you must meet deductible first (\$500) then pay 20%. United is \$25 co-pay for primary and \$50 specialist co-pay and you do not need to meet deductible. The prescription program for Florida Blue is \$15 for generic, \$30 for name brand and \$50 for non-formulary name brand. United prescriptions are \$10 generic, \$35 for name brand and \$60 for non-formulary name brand. Preventative for Florida Blue is \$20 co-pay and \$0 for United. Emergency room for Florida Blue is \$100 while United is \$200.

Mr. Guidry reviewed the next page of potential savings to the City. He stated the numbers are based on a census given of current premiums in the amount of \$52,891.97 per month. The FXV plan could result in a 16.3% savings right now not waiting for the renewal period in January. The annual savings would be \$103,456.69. The plan FXP savings would be \$122,672 by raising the deductible to \$1,000. One option is you could offer more than one plan, a base plan with a \$1,000 deductible and if an employee wants the \$500 deductible, the employee can pay the calculated difference. He reviewed some other Choice plans which were similar to HMO's.

Councilman Heine stated that he believes the County has United and he heard they may have problems. Mr. Guidry responded that he does not know the problems and has found that the complaints always override the people who are happy with the plan. He explained that United has a strong network. Mr. Ambler stated he printed out the network and other doctors and specialists for their review. Mr. Ambler stated that they have had United at his office for a number of years. Mr. Guidry responded to Councilman Heine that DeSoto Insurance has a local office for those employees who have questions or problems and reminded if they did change the savings are significant. He added that should a doctor not be in the network, we can tell you how to get that doctor into the network. Mayor Keene agreed and explained that

they had issues at the Health Department but after going to the doctor and having them apply it works. Mr. Ambler added that they have a \$1,500 deductible at DeSoto Insurance and their employees are glad to have health coverage. Mr. Ambler reminded that should you decide to implement the change October 1, 2012 to get the savings in the budget the Council will need to make a decision tonight. Mr. Guidry responded to Councilman Heine that the savings would be \$103,456.69 plan for plan. Mrs. Jankosky responded to Mayor Keene that she believes there would be an interest in a dual plan by the employees.

Deputy Mayor Frierson asked what percentage the City pays for spouses. Mr. Guidry responded that those numbers varied on dependents and came to about 47%. He added that for dependents the employer is not required to pay anything and the City is very generous in providing coverage for dependents. Councilman Fink inquired would those changes occur through the personnel policy and how could we make it uniform. Mrs. Jankosky responded that the personnel policy states that the City will pay 95% of the employee's health benefits and a non-defined proportion for dependent coverage. Councilman Fink asked Attorney Wohl what he would suggest so that there would be an equitability factor because non-defined does not seem proper. Attorney Wohl replied that Council could set the dependent coverage on an annual basis or as they are approving which plan they can determine at that time what percentage the City will pay for dependents. Mrs. Jankosky responded to Councilman Fink that the personnel manual can be changed by simple adoption. Mr. Ambler inquired that the City does have an exposure if that issue isn't addressed. Attorney Wohl confirmed that is an issue because of what the employees and the manual you have hired them under and he would like to look at the personnel manual closer. Mr. Guidry noted that when he crunched the numbers they ranged from 42% to 49% which averaged out to 47%. Mrs. Jankosky explained that at one point it was 50/50 and as the costs increased the City absorbed the increases. Attorney Wohl replied to Councilman Fink that we should revisit the personnel manual and he will need direction from Council on what they want that language to be but he could certainly come up with some options and let them know what the industry norms recommend. Councilman Fink asked if staff thinks the 50% is logical or less or more. Mrs. Jankosky responded that she placed it in the budget at 50%. Councilman Fink asked Mayor Keene for a consensus to send the review to the City Attorney and have him work with staff to give Council the ability to change the dependent coverage to 50%. Mrs. Jankosky asked if the Council would like to make a decision on a plan tonight.

Councilman Fink made a motion to choose the United option plans FXV and FXP and offer the employees the option to pay into the lower deductible plan (FXV-\$500). The motion included open enrollment period coinciding with the budget year and presentation of findings from the City Attorney on dependent premiums. The motion was seconded by Councilman Heine and carried 5-0. Mr. Guidry noted that enrollment would need to occur right away.

10. Budget Amendments (Councilman Fink)

Mrs. Jankosky noted that Councilman Fink did not put this item on the agenda, she asked for this item because she wanted to confirm the directive of Council as it was not voted upon at the last meeting. Mrs. Jankosky gave an example if every line item that went over had to be brought to Council for approval. General Government, line item advertising, March 2012 total budgeted was \$500. March 2012 billing was \$276 and year to date spent was \$501, which means the \$1 overage would have to be approved by Council. Councilman Fink replied that was not what he was asking. He was asking if there was a significant item that was not budgeted that it should be brought before council and voted upon not a one dollar overage on a month expenditure because that would balance out sooner or later down the road. Mrs. Jankosky

replied that maybe they might want to change the procurement policy. Councilman Fink explained that the previous Council had a real problem with the last Administrator doing façade work on the exterior of the Way Building and Council seemed to want to reign in that sort of practice, but not any more. He stated that was his only reason that if we changed a line item on the budget that rather than spending the money we should get approval from the Council. Mayor Keene responded that he thought emphasis is on the City Administrator to make sure the departments stay within the line item budgets and if they don't go over that is ok. Mayor Keene stated that he thought it would be irresponsible of that person not to make the Council aware of improvements or purchases being made even though they are within our guidelines. He continued that he did not get on the Council to micromanage things, however maybe it means defining what a big item is. Councilman Heine replied that the limit is \$15,000. Deputy Mayor Frierson responded that Councilman Fink was talking about the \$9,000 crane that was brought before Council and there was much discussion before it was purchased. Councilman Fink replied but the Council did not vote on it. Mayor Keene stated that as long as Mrs. Jankosky informs the Council he was satisfied.

Mrs. Jankosky gave an example budget. The Streets Department has \$394,906 budget for the year and although money is assigned to certain line items as long as the bottom line doesn't go over we can operate in the positive through the year. Councilman Fink replied that was not basically what he was talking about, he clarified that there was no specific request for the \$9,000 crane and there was plenty of time to bring that forward for a vote. He reviewed that there were all sorts of problems before about the exterior of the Way Building being done. Mayor Keene asked was there a requirement for the Council to vote on the \$9,000 expense. Mrs. Jankosky responded no. Deputy Mayor Frierson pointed out that the problem with the Way Building was with potential grant money and before we received the grant money the work was started which voided the grant money.

Attorney Wohl explained that typically a local government doesn't include line items leading up to the final budget. This budget you have 10 to 12 funds that the statute talks about and that is where you see the appropriations can increase or decrease in a fund by motion as long as the bottom line doesn't change. Subsection b allows Council to establish procedures in which the City Administrator can make those expenditures without coming to the Council for a motion as long as bottom line number in the fund doesn't change. He stated that he doesn't believe the statute intended a motion on line items because those aren't included in a budget. Mayor Keene asked Attorney Wohl if there would be any legal reason to approve the action of the City Administrator on those kinds of items. Attorney Wohl replied that on something below the procurement level, no, however; if the spending is outside the fund or changes the bottom line there is a problem. Otherwise he did not see outside of a prior Resolution, motion, past motion or Ordinance no action would be required. Councilman Fink stated if we change the fund then we are allowing staff, an unelected entity, to expend tax money.

11. Water Company of America – Utilities Audit

Mrs. Jankosky reported that this Company could provide a utilities audit similar to what the FLC is doing regarding auditing of our telecommunications. Council agreed to a presentation at a later date.

12. FDOT Grant for Phase II of Security Fencing at the Airport

A motion was made by Councilman Heine and seconded by Councilman Fink to approve the FDOT Grant for Phase II of Security fencing at the Airport as presented. The motion carried 5-0.

13. Contract for Fiscal Funding Year (FFY) 2012 CDBG Neighborhood Revitalization Program Administration Services as awarded to Guardian Community Resource Management, Inc.

A motion was made by Councilman Heine and seconded by Councilman Fink to approve the FFY 2012 CDBG Neighborhood Revitalization Program Administration Services awarded to Guardian Community Resource Management, Inc. The motion carried 4-0 with Deputy Mayor Frierson abstaining.

14. Review and possible action on the recommendations of the Charter Review Advisory Board, with the intent to place them on the ballot of the next City Election. (Councilman Fink)

Councilman Fink stated that he did not want the Charter recommendations to be lost and it is important because people spent lots of hours on this and it didn't get on the ballot this year. These are items that the citizenry should have a voice on and should be started now for the next election cycle. Mayor Keene agreed.

A motion was made by Councilman Fink and seconded by Councilman Heine to empower the City Attorney to write the recommended Ordinances. Attorney Wohl pointed at that the best way to approach this is to begin meeting with the Charter Review Committee so he can get the appropriate language on paper and then bring the proposed Ordinances to the Council for review. He noted that it appears number two regarding election dates may be able to go forward without a referendum. Vote on the original motion carried 5-0.

15. Certificates of Appreciation to members of all City Boards for their volunteerism to the City of Arcadia. (Councilman Fink)

Councilman Fink listed the volunteer committees and boards: Charter Advisory Committee, Airport Advisory Board, Board of Adjustment, Historic Preservation Commission and the Citizen Advisory Task Force. He stated that all these citizens serve because they have sense of civic duty and it behooves us to let them know they are appreciated and he asked for certificates of appreciation and presentation at a Council Meeting. Mayor Keene and Council agreed a celebration recognizing our volunteers would be in order. Mrs. Jankosky would plan an event.

PUBLIC HEARINGS:

RESOLUTIONS

- 16. RESOLUTION NO. 2012-07; A RESOLUTION AMENDING RESOLUTION NO. 2011-22 OF THE CITY OF ARCADIA TO CORRECT SCRIVENER'S ERRORS REGARDING FISCAL YEAR DATES AND PROVIDING AN EFFECTIVE DATE.**

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to adopt Resolution No. 2012-07 as presented. The motion carried 5-0.

- 17. RESOLUTION NO. 2012-08; A RESOLUTION ADOPTING THE TENTATIVE MILLAGE RATE TO BE LEVIED BY THE CITY OF ARCADIA, FLORIDA FOR THE FISCAL YEAR 2012-2013**

Resolution No. 2012-08 was read into the record in full. Councilman Fink stated that he does not support the miniscule amount of increase.

A motion was made by Councilman Heine and seconded by Councilman Allen to adopt Resolution No. 2012-08 as presented. The motion carried 4-1 with Councilman Fink dissenting.

18. RESOLUTION NO. 2012-09; A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF ARCADIA, FLORIDA FOR THE FISCAL YEAR 2012-2013

Resolution No. 2012-09 was read into the record in full.

A motion was made by Councilman Heine and seconded by Councilman Allen to adopt Resolution No. 2012-09 as presented.

Councilman Fink stated that he could not support this Resolution as he feels it does not sufficiently address the issues, it's selective in the cuts and they were given an entirely new budget at the start of month with no time to look it over. That budget changed what we were discussing over the last several months. Then that budget was changed again and the dynamics changed and several employees that were part-time became full time with benefits. He didn't believe since they only received the figures on the benefits this evening that a judgment could be made as to whether or not this budget should be adopted at this time. We changed the budget this evening by giving instructions to staff, so the final figures are not figures that we know or do not know until we made that determination this evening. We have not, in his opinion, cut where it should have been cut and we should not adopt this budget. He suggested just dealing with last year's budget and make that the working budget, not increase and still have deficit spending. Mayor Keene asked Attorney Wohl if this was a tentative budget and that meant they would vote on it again. Attorney Wohl responded that this Resolution will be approved tonight however can be amended by Resolution and even a final budget can be amended.

Mayor Keene agreed with Councilman Fink that they did get new information to consider but he was not opposed to approving the tentative budget tonight. Mrs. Jankosky responded that if you look in the budget under health insurance, the quote received from PRM on Blue Cross was close to the number quoted from United. She stated that she used that number to estimate which is very close. Mrs. Jankosky responded to Deputy Mayor Frierson that the \$28,000 was added for property insurance and an overall 5% increase as well. Council agreed to schedule a budget workshop for September 11, 2012. Councilman Fink voiced his concern that the Finance Director was not at the meeting and the dramatic change of one budget to the next to the third budget they received is also concerning.

Vote on the original motion carried 4-1 with Councilman Fink dissenting.

ORDINANCES

19. ORDINANCE NO. 977; FIRST READING OF AN ORDINANCE AMENDING SECTION 2-116 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO AMEND THE REQUIREMENTS FOR SIGNING OF CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)

Ordinance No. 977 was read by title only.

A motion was made by Councilman Fink and seconded by Councilman Heine to approve Ordinance No. 977 as presented at first reading. The motion carried 5-0.

COMMENTS FROM DEPARTMENTS

20. City Marshal – August report included in packet

Mayor Keene asked about the ongoing email investigation. Marshal Lee responded that Embarq was sent the subpoena however they couldn't respond so they sent the request to the new name Century Link. He stated that the email was narrowed down that it came from Arcadia with the date and time and they may have the name this week however the report is complete except for that item.

21. Attorney

22. City Administrator

a. Quotes on Smith Brown Gym

Mrs. Jankosky reported that they received a quote from Bowen and Son who submitted two different quotes. The first quote is for \$48,939 and the second for \$63,214. The only difference on the higher quote is a heat weld of the smooth surface membrane between the base sheet and cap sheet and the second quote has a 20 year warranty. Mrs. Jankosky responded to Councilman Heine that the electric quote is separate from the roof quote. Councilman Fink asked if the \$63,214 figure was a prorated or actual figure. Attorney Wohl responded that he did not see anything in the contract however there was a part of the document that was covered by the company insignia.

A motion was by Councilman Fink and seconded by Councilman Heine to approve the contract from Bowen and Sons in the amount of \$48,939 and the electrical in the amount of \$6,998 from SESCO. The motion carried 5-0.

Mrs. Jankosky reported that they may have the building back open within a month. Councilman Fink asked about other arrangements for Coach Bowers and Valerie Gilchrest. Mrs. Jankosky replied that the Homeless Coalition will be working out of the fairgrounds. Mayor Keene responded that he spoke to Coach Bowers last week and he is continuing his tutoring.

Marshal Lee asked if the quotes included repairs to the broken windows. Mrs. Jankosky responded that they were attempting to get the windows donated from a company out of Sarasota. Mr. Cordes inputted that the doors needed to be replaced and a fence around the building. Councilman Heine stated that he thought the doors were replaced last year and asked if they were in disrepair again. Mrs. Jankosky replied that the fence was a suggestion.

b. Pending budget amendment for CDBG engineering services

Mrs. Jankosky reported that the CDBG engineering services for the Neighborhood Revitalization project will be \$45,000 which can be taken from the water/sewer replacement fund which has \$1.4 million. Those funds can be used for water/sewer and associated street repairs. The capital improvement fund does have money but those funds are earmarked for debt service for

the Triton meters so we will need to take the money from water/sewer replacement fund which will be handled in a budget amendment at the end of the year.

A motion was made by Councilman Heine and seconded by Councilman Heine to approve the budget amendment for CDBG engineering services that will be taken from the water/sewer replacement fund. The motion carried 5-0.

Mrs. Jankosky reported that the CDBG application deadline was requested to be extended from October 1, 2012 to November 1, 2012 because many Cities spent time preparing for Hurricane Isaac. Grant recipients are requesting an extension and she asked if she or Council could approve the request and send to the Governor.

A motion was made by Councilman Heine and seconded by Councilman Allen to approve the City Administrator to sign and send the CDBG extension request to the Governor. The motion carried 5-0.

Mrs. Jankosky reported that there was an appeal request from Mr. Jorge Santana and requested a date for hearing the appeal. Councilman Fink suggested Tuesday, September 11, 2012.

A motion was made by Councilman Fink to hold the appeal hearing on September 11, 2012 at 5:30 p.m. with the budget workshop immediately following. The motion carried 5-0.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Reverend Bill Bailey, DeSoto County, owner of Veranda House Apartments, stated that he was recently told his property was not zoned properly. He continued that they currently have eight apartments that they rent out in a b-2 zoning district and under uses permitted in b-1 the code states acceptable uses are hotels, motels, rooming houses and boarding houses. He continued that basically b-2 says he should be able to run the business that has been there all those years prior. He stated that the Veranda House Apartments has run that way since 2005 and maybe even before that. It was originally built as an apartment or rooming house back then. He passed out the definitions under City code 110-2: boarding/rooming houses: A building or portion of a building in which 5 or more sleeping rooms are provided for occupancy by non-transient persons with or without meals provided for compensation on a pre-arranged weekly or monthly basis. It may include living quarters for people who own or take care of the property. He continued that the code also required that the rooms be a minimum of 350 square feet and his smallest is 393 square feet and some with 690 square feet, some with 451 square feet. We were told we could not get the license.

Mrs. Jankosky explained that recently the fire inspections were conducted and there had been no business license pulled for years. The application was sent to the Planning Council who felt that use was more an apartment house which falls under residential zoning however there is an option to rezone to a RPB but that permit is \$1,100 and Reverend Bailey had concerns about the cost. Deputy Mayor Frierson asked why this is an issue all of a sudden. Mrs. Jankosky responded that a business license was never issued. Reverend Bailey responded to Mayor Keene that there are a total of 8 apartments and he is licensed with DBPR. Mayor Keene responded that it sounds like it could be a nonconforming use. Reverend Bailey stated that he has a fire safety system and two phone lines for redundancy. Deputy Mayor Frierson asked why the Planning Council turned them down. Mrs. Jankosky replied that the Planning Council

thought it was an apartment house and there is a difference between an apartment and a rooming/boarding house. Councilman Fink stated that the Planning Council is only an appendage to the City as a planning staff who only makes recommendations and that building has been used for that purpose for 50 years.

Reverend Bailey stated that when he bought the building in 2008 it was an apartment house and one tenant still lives there. Reverend Bailey responded to Councilman Heine that at one point in time they were trying to put in a small restaurant in one of the apartments and did make changes to meet the code but that use was gone when he bought the building. Mayor Keene asked if Attorney Wohl could review and advise Council at the next meeting. Reverend Bailey stated that he received a letter from the Marshal saying he was not in compliance because they had no business license. He asked if Council could temporarily allow the apartments to be status quo without getting fined during the review. The Marshal agreed to assist per Council's direction.

Jammarius Bing, Arcadia, FL, thanked the Mayor for asking about the investigation. He directed a statement to Councilman Heine, that Councilman Heine gets a real high style about the Smith Brown Gym and that area every time he speaks. He stated that it was surprising to him that one of the Council Members likes to adjourn a lot and only one Councilman tries to keep an open mind, all the Council tries, but in his mind really only one. He continued that the Council was all for changing and working on the budget process and it seems somewhere in there feelings got really changed and the Council was willing to cut 40% of their own budget but the biggest department, the Marshal's, the Council didn't want to touch at all. Council only makes roughly \$13,000 per year. He thought it was funny with the investigation going on and out of the three people that were really deep into it and that was willing to make a change in this budget and chose not to, as a matter of fact you didn't care to talk about it, now you are looking back into and he hopes the Council makes the right decision.

MAYOR AND COUNCIL MATTERS

ADJOURN

There being no further business the meeting adjourned at 8:00 p.m.

APPROVED THIS ____ DAY OF _____, 2012.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder

**MINUTES
CITY COUNCIL WORKSHOP
CITY OF ARCADIA
TUESDAY, SEPTEMBER 11, 2012
IMMEDIATELY FOLLOWING
5:30 PM SPECIAL MEETING**

ITEM # 3

The following minutes reflect a summary of the above meeting 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, ROLL CALL

The workshop session was called to order at approximately 6:40 PM.

Arcadia City Council

Mayor Keith Keene
Deputy Mayor Alice Frierson
Councilman Robert Heine

Councilman Joseph E. Fink
Councilman Robert Allen

Arcadia City Staff

City Administrator Judi Jankosky
City Recorder Virginia S. Haas
AJ Berndt, WTP
Jerry Cordes, Public Works
Captain Matt Anderson

Interim Finance Director Shelly Baumann
Steve Underwood, WWTP
Carrie Taylor, Golf Course
Marshal Charles Lee
City Attorney Thomas J. Wohl

DISCUSSION:

1. 2012 - 2013 Proposed Budget

Mayor Keene stated that at the last meeting the Council approved the tentative budget and we wanted to review again prior to the next meeting.

Councilman Fink asked if the adjustments were only made to insurance. Mrs. Jankosky replied there were some other adjustments. Mrs. Jankosky replied to Councilman Fink that this budget was generated two days ago.

Mrs. Jankosky began that we were able to include the expense allocation on page 6. Mayor Keene stated that he actually has a question on page 2. Mayor Keene noted that he appreciates all the efforts on this budget and we have so many copies it gets confusing when comparing so some of his questions may seem out of order as he may be referring to the wrong version. He stated on page 2 it appears we reduced some of the revenues like the business licenses. Mrs. Jankosky responded yes when they reviewed the August numbers it was changed to keep it as true as possible. Mayor Keene replied that he is the first to subscribe to the past as a predictor, however sometimes we may be too conservative and shaving ourselves too close. Mayor Keene referred to page 3 and asked about the Golf Course revenue at \$422,000 and expenses at \$436,000. He said he thought we would do our best to remedy budgeting for a loss. He asked about page 24 and operating supplies last year were \$17,000. The original request was \$35,000 then knocked down to \$31,000. Mrs. Jankosky replied that cost is

for snacks. Mayor Keene replied that he thought we were going to raise prices to increase revenues. Councilman Fink asked what the \$6,000 was for insurance. Mrs. Jankosky responded that is the approximate property insurance for vehicles and golf carts. Councilman Fink replied that wasn't listed before. Mrs. Jankosky replied that was correct we were trying to put the insurance back into the department where it belongs as we just got the updated listed today with the premiums. PRMG caught that when they did the updated rate study and insurance had to be broken back out. Mayor Keene stated that operating supplies request concerns him and that in an entity we should at least be breaking even and why are we not doing something to address the \$15,000 difference between revenue and expenses. Mrs. Jankosky explained that the \$422,000 is based upon this year and it could be more next year but we could put in \$450,000 except that would be false. Mayor Keene asked if we had increased the price of beer at the Golf Course and if that increase was reflected in the budget. Mrs. Carrie Taylor responded yes and Mrs. Jankosky replied yes our best guess estimate. Mayor Keene continued that if your business isn't making money then you need to find something else to do. He stated that if he's going to take it on the chin for something he didn't want it to be that we are running the Golf Course for less money than we are taking in. Councilman Fink inputted that it's not \$80,000 any more. Mayor Keene replied that he was pleased about that and now is the opportunity to work on this. Councilman Heine explained what happened in the past when the Golf Course fees were increased.

Mayor Keene stated that the request for operating supplies has almost doubled. Mrs. Jankosky replied that in the past it was not budgeted correctly and that is what it has been historically. Councilman Heine stated that Council has been working on the budget since July and Council had never seen the budget before. He likes the way the Department Heads presented what they needed. Deputy Mayor Frierson stated that she did not have a problem reducing their budget and they can do what they think is necessary. Councilman Fink stated since day one of the budget he took it on the chin for the Golf Course and you have a business that tax money is subsidizing. If we can't make this at least run neutral it has no business being in a governmental budget because it's bad government. Mayor Keene suggested we take another look at it.

Councilman Fink stated that perhaps we should look at other management approaches and whether with our current problems if we can afford to subsidize the Golf Course. Mayor Keene replied that he doesn't mind taking a risk because he is an optimist and having a golf course is a good thing he just hates budgeting for a loss. If this means we will be in black maybe we can stomach the \$15,000 difference. Mrs. Jankosky stated that looking at what the Golf Course spent through August 31st of this year they will be on track for about \$422,000 but if you limit that anymore you will have no room to do anything. Mayor Keene confirmed the budget is a guide and we can come back and make changes as the year goes on. He asked Mrs. Jankosky if she was comfortable with the revenue of \$422,000. Mrs. Jankosky responded yes based on what the Golf Course has done so far this year. The Golf Course is still building clientele from when they once raised the rates.

Mayor Keene referred to page 4 and stated the budget he had prior showed how much we were short on the fund balance now there is nothing. Mrs. Jankosky confirmed in the General Fund we are not short so that is zero. Mrs. Jankosky responded to Deputy

Mayor Frierson that there is \$200,000 in a contingency fund.

Mayor Keene asked about the fire control amount on page 5. Mrs. Jankosky replied that the auditor did not want that included in the General Fund as it needs to be its own account so it is not taking ad valorem. This was something that needed to be addressed tonight. Council needs to determine where the additional money that we supplement the contract amount should come from. It could come from the Small County Surtax or Water and Sewer as they owe the General Fund \$2.2 million. Mrs. Jankosky explained that there is \$246,825 in estimated MSBU for next year and she emailed Linda Nipper to confirm. At this time the cost is approximated between \$345,000 and \$373,000. Mrs. Nipper will go back through and verify. Mrs. Jankosky stated the budget currently says \$372,000. Mayor Keene asked where Mrs. Jankosky thought that amount should be taken. Mrs. Jankosky recommended the Small County Surtax which contains \$1.47 million. Councilman Fink asked then since the inception of the contract we've been taking the money out of the wrong account. Mrs. Jankosky replied not necessarily the auditor wants to see it as a non-general fund. Councilman Fink replied then it's been taken out of the wrong account since 2005. Council gave a consensus to take the fire control amount out of the Small County Surtax fund.

Mayor Keene asked about the increased retirement contribution of \$30,000 on page 8 that he thought originally was \$15,000. Mrs. Jankosky replied that you have 3 employees in the Executive Office who are eligible to participate. Deputy Mayor Frierson asked if we had any retired employees who can go on Medicare who are on the City insurance. Mrs. Jankosky replied yes and that is part of the policy that was put in place in the past.

Page 11, page 12, page 13, page 14 nothing changed on these pages. Mrs. Jankosky noted some changes in the life and health insurance which those numbers were narrowed down. Councilman Fink asked about where the fire control would show up and would that page be eliminated. Mrs. Jankosky replied that she would have to consult with the auditor. She mentioned the settlement agreement that would end in just over a year. Pages 16, 17, 18, and 19 no questions. Mrs. Jankosky replied to Councilman Heine that the water and sewer rate would be addressed at the first meeting in October.

Mayor Keene questioned the salaries on page 23. Mrs. Jankosky replied that the positions were full time and were cut to part time because we were coming up short initially now those positions will remain full time and be shared labor with the Cemetery. Page 24 was the Golf Course addressed previously. Page 25 Parks and Recreation and Page 26 the Mobile Home Park – no questions.

Mayor Keene mentioned at the County Commissioner's meeting they will be taking up plants on North 17 and the County is offering the plants to the City of Arcadia. Mrs. Jankosky will contact the County.

Mrs. Jankosky reported that the posts are in at the Mobile Home Park and the new slabs are being poured. She reported that the Way Building roof is complete and Mr. Bowen is working on the permit for Smith Brown Gym. Page 28 Water and Sewer

revenues. Page 29 Water and Sewer expenditures. Councilman Fink asked on reserves it was his understanding that there would be a problem with the covenants because we are \$610,000 short and asked if that was true. Mrs. Jankosky responded that we are not short. Councilman Fink replied but he understood that we were short. Mrs. Jankosky replied that these numbers are based on the rate study and rate increases. Councilman Fink asked if Mrs. Jankosky was going to generate a new budget so that it has the fire fund listed and it seemed that everyone knew about that but him and he thought that was kind of peculiar. He found all that rather peculiar.

Page 30 Water Plant. The only changes were with health insurance. Councilman Fink stated that actually the WWTP changed line item 6630 and brought a number down to \$170,000. Mrs. Jankosky replied that they were able to narrow down the pricing on the repairs. Mr. Underwood added that number could be lower based on going out to bid for construction. Page 32 Utility Collections, page 33 Water Systems, page 34 Sewer Systems no questions. Page 37 Water and Sewer Bond Sinking Fund. Councilman Heine asked if they paid off WWTP loan. Mrs. Jankosky replied that she believes that loan was paid off last year. She noted if you look at what our loan payments are \$432,000 and the Water Plant \$161,000 is this year that will be \$323,000 next year so we have to plan for a double payment next year. Page 38 is the Reserve Fund. Page 39 is the Water Sewer Replacement fund. Page 40 is the Airport Fund and Expenditures on page 41. She added that with the Airport loan we have a debt principle and interest which won't start until 2013/2014 because we won't take the loan until November on the lights.

Page 42 is the Small County Surtax which is where we will transfer the additional money for the Fire contract. Page 43 is the Local Option Gas Tax. Page 44 is the CDBG grant for \$700,000. Page 45 is the \$500,000 grant for McSwain park improvement grant. Page 46 is the Capital Improvement Fund and the City is still paying on the Triton meters that ends in 2016. Page 47 is the Fire Protection services contract where the transfer in will show from the Small County Surtax. Councilman Fink asked Attorney Wohl if that contract is in fact working as if we had a fire service, like we are providing our own fire protection. Attorney Wohl confirmed. Councilman Fink stated that he believed in 2003 or 2004 that the State Legislature changed the way Fire Services were to be funded and requested the Attorney to research. He stated that it seems to him that you can either use ad valorem taxes for EMT but not for Fire Services or the other way around. He continued that if we don't take it out of the General Fund we may be in violation of statutes. Attorney Wohl asked Councilman Fink to send him an email to that question. Councilman Fink replied that in 2003/2004 they changed the statute, several cities had Fire Districts and they funded them through an assessment program, at that time the State Legislature changed the Statute so that one or the other, the EMT or Fire Services had to be funded by ad valorem and the District could only fund the other. Attorney Wohl replied when you said district he thought County. Councilman Fink replied that there are many Municipalities who deal with Fire Service through that particular purview and we have to use specific funds, then we may be restrained from using other funds to pay off the contract. Attorney Wohl responded that perhaps they said that because it is a payment on the contract and could he please email him that question. Councilman Fink replied that he was suggesting that perhaps it wasn't done in error but because of Statutes. Mrs. Jankosky stated that they could not

implement the MSTU because that was ambulance that would come from ad valorem. Councilman Fink stated it was a requirement and he didn't know if they repealed it or not. He said he didn't want us to take it out of the wrong fund.

Mrs. Jankosky continued that the rest of the packet was summaries showing percent changes from last year, some up some down, overall the whole budget is down 13.6% and expenditures on water and sewer are down 29.4%

Captain Matt Anderson stated that the Police Department had a unit that got totaled. The insurance company is valuing the vehicle at a certain price but he is still negotiating the equipment cost. Insurance is estimating \$6,000 - \$7,000 range and he is attempting to get another \$1,000 for equipment. He talked to the City Administrator and the Finance Officer regarding the Police budget as of August 31st and they have \$247,000 left for the remainder of month which will mostly be payroll and pension. They should have more than enough to replace said vehicle. He looked at State contract pricing at \$21,000 for a new Crown Vic or Dodge Charger. Roughly with the insurance from the totaled vehicle the new car would cost between \$14,000 to \$15,000.

Mayor Keene thanked the Police for assisting with the incident at the bridge.

Deputy Mayor Frierson thanked all the department heads and Mrs. Jankosky for working on the budget.

Mr. Cordes asked if there are no raises for his employees why we have money to fix the Smith Brown Gym when the gym brings in no money, like the golf course. Mayor Keene replied that he hopes we can turn that around and understood where he was coming from.

PUBLIC COMMENTS - NONE

COUNCIL MEMBER COMMENTS - NONE

ADJOURN

Having no further business, the workshop was adjourned at 7:30 PM.

APPROVED THIS ___ DAY OF _____, 2012

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, CMC
City Recorder

**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, SEPTEMBER 18, 2012
6:00 PM**

ITEM # 4

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.

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

Arcadia City Council

Mayor Keith Keene
Councilman Robert Heine
Councilman Robert R. Allen

Deputy Mayor Alice Frierson
Councilman Joseph E. Fink

Arcadia City Staff

City Administrator Judi Jankosky
Captain Matt Anderson
City Attorney Thomas J. Wohl
Jerry Cordes, Public Works

City Recorder Virginia S. Haas
Steve Underwood, WWTP
Carrie Taylor, Golf Course
AJ Berndt, WTP

CONSENT AGENDA

1. Minutes of August 21, 2012 Regular Meeting
2. Minutes of August 28, 2012 Budget Workshop
3. Check warrants from 09/04/12, 09/07/12 and 09/14/12
4. Graduation Express Mobile Classroom, Smith Brown Parking Lot
5. Fishing Tournament, Lake Katherine Park – Team Arcadia

A motion was made by Councilman Heine and seconded by Councilman Fink to approve consent agenda items 1 through 5 as presented. The motion carried 5-0.

PUBLIC HEARING

6. **RESOLUTION NO. 2012-12; A RESOLUTION ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY OF ARCADIA, FLORIDA FOR THE FISCAL YEAR 2012-2013**

Resolution No. 2012-12 was read in full. A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to adopt Resolution No. 2012-12 as presented. Councilman Fink stated he does not support this Resolution because raising the millage does not address the issues. The motion carried 4-1 with Councilman Fink dissenting.

7. RESOLUTION NO. 2012-13; A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE CITY OF ARCADIA, FLORIDA FOR THE FISCAL YEAR 2012-2013

Resolution No. 2012-13 was read in full. Councilman Fink stated that he will be voting against this Resolution because he does not believe in balancing the budget on the backs of the citizens and concerned that the Finance Director was not present. A motion was made by Councilman Allen and seconded by Councilman Heine to adopt Resolution No. 2012-13 as presented. The motion carried 4-1 with Councilman Fink dissenting.

Mayor Keene closed the Public Hearing.

DISCUSSION ITEMS

- 8. Tremron – No representatives from Tremron were in attendance.
- 9. Police Department Vehicle Purchase (Marshal Lee)

A motion was made by Councilman Heine and seconded by Councilman Allen to approve the purchase of a replacement Police Department vehicle in the amount of \$19,000 from FY 2011/2012 budget as presented by Captain Matt Anderson. The motion carried 5-0.

- 10. POW Flags – Tree of Knowledge (Councilman Fink)

Councilman Fink reported that he was approached by Mr. Don Finkel, President of the DeSoto County Veterans Council, who wanted to know why we did not have the POW flag flying at the Tree of Knowledge Park. Councilman Fink was told that the City or Mr. Tim Backer has had the flag for 10 weeks. Councilman Fink also noticed that City Hall does not have one and we need to think about getting that flag up and finding out why it's not up at the Tree of Knowledge. He said the flag costs \$37.00. He also noted that we don't have a flag in front of the Way Building but we really should have one because it is the seat of government. Mrs. Jankosky responded to Mayor Keene that Mr. Tim Backer has the key to the pole at the Tree of Knowledge. Mayor Keene questioned why we didn't have a State of Florida flag either. Mrs. Jankosky will contact Mr. Backer to see why the POW flag is not flying and purchase an additional POW flag for City Hall.

Councilman Fink asked for a consensus from Council to dedicate September 21, 2012 as POW/MIA in DeSoto County and the City as well.

A motion was made by Councilman Heine and seconded by Councilman Fink to proclaim September 21, 2012 POW/MIA Day in the City of Arcadia. The motion carried 5-0.

- 11. Wingman Aviation Tie-down Fees

Mr. Rickey Hilton referred to a lease from 1969 by his father for a parcel of land to build a hangar which he submitted to the City Recorder. He did not know if the lease was valid, as Mrs. Jankosky had it reviewed last summer and was told it was no longer valid. He requested the written determination from the Attorney which said "I can't be sure without further inspection". To him that is not conclusive and he does have a piece of land that was his fathers that follows to him and its still in force as far as I know. But that's part of the question and fairness he wanted to bring up. Councilman Fink asked if there are similar leases in effect at the Airport. Mr. Hilton

replied that lease was signed back in 1969 and he had an aircraft in the hangar back then and it was good then. Councilman Fink asked when the hangar fell down. Mr. Hilton replied that when he no longer had an airplane and due to medical issues he took it down because of the liability issues but the lease and parcel of land is still there. Councilman Fink asked if the lease dealt with abandonment. Mayor Keene suggested assigning the lease to the Attorney with a time certain response to reply. Mr. Hilton pointed out that in the lease the City could give him 60 days notice to vacate, but that has never been done. Councilman Fink asked for consensus to have Attorney Wohl review. Council agreed.

Mr. Hilton explained that the last time he was before the Council was concerning the determination on tie-downs. He stated that the City has to make their money through tie-downs; however there are certain functions that go along with that and that is the fairness he wanted to take a look at. He is not tied down on the ramp out front on the concrete or asphalt he is tied down closer to the entrance of the Airport. He mows his area and provides his own tie-downs. He thought Air-Cadia was supposed to do that and he's been doing it all along. He didn't receive a bill for 6 or 8 months and the rent increased from \$30 to \$45 and he was never notified, so what's fair. He knows he got a bill for \$700 + \$300 for hangar rent which he paid and he wrote a check for the rest of it and paid in full. Air-Cadia did not bill him for the September tie-downs so probably next month he'll get one for two months. He is looking for fairness and help as he is the only one that ties down. Mayor Keene asked what he thought was fair. Mr. Hilton replied that is for the Council to consider. Mrs. Jankosky replied to Mr. Hilton that the tie-down fees are split 50/50 and normally they are on their property or apron, the property of Air-Cadia. Mr. Hilton confirmed he was not tied down on Air-Cadia property. Mayor Keene asked the last time when Mr. Hilton said he was willing to pay the tie-down fees. Mr. Hilton replied that he would rather pay the full price and get Air-Cadia to take care of it properly, now what's the definition of properly, his standards may be different from theirs.

Mrs. Jankosky explained that the tie-down rate increases were approved by Council last December but she was not sure why Mr. Hilton was not notified. Mr. Hilton confirmed he never received notice. Mrs. Jankosky stated that she believes there is a legitimate tie-down area down there and supplying the tie-downs is the responsibility of Air-Cadia. Mrs. Jankosky read from the contract: "installation of suitable tie-downs, anchors, ropes, chocks, markings and spacing as set forth in FAA Advisory Circular 20-35 B from 1971". She read regarding the mowing: in general; "the grass runway, taxiway and aircraft parking areas as needed." She agreed that what Mr. Hilton feels and what Air-Cadia feels is needed may be different.

Mrs. Becky Minnear suggested having the Attorney review the lease and possibly there needs to be a tie-down lease which would clarify a lot. Mrs. Minnear added that Mr. Hilton has cleaned his spot and provided his own tie downs and that will be Council's determination in what you charge and the lease will do that. Mrs. Jankosky responded to Attorney Wohl that the location is not within the 10 acres leased by Air-Cadia. Councilman Fink asked then how can Air-Cadia charge a tie down fee, if Mr. Hilton is not in an area they are in control. Mrs. Minnear replied that there used to be hangars and tie-downs there and they have always charged. Mrs. Jankosky clarified from the contract "Air-Cadia" shall collect all aircraft tie-downs and rental fees per existing t-hangars owned by the City and leased individuals and Air-Cadia shall tender 50% of all existing tie-downs and t-hangars to the City." She summarized that Air-Cadia is the collector of all fees and they pay the City according to the agreement and these were existing tie-down spots from years ago. Deputy Mayor Frierson asked why we would not collect a fee no matter where it was parked. Mrs. Minnear stated that Mr. Hilton has been asking for a lease for his business and if there was a lease some of the items would be addressed, because they were going to be giving him an acre of land. Councilman Heine suggested letting the Attorney review. Mayor Keene agreed and the lease could spell out the requirements of the tie-downs

and what the responsibilities might be. Mrs. Jankosky stated that Mr. Hilton did send the latest revision of the agreement which Attorney Wohl is reviewing. Attorney Wohl noted that he had questions about where the tie-downs are located as it relates to the hangar being rented. Mr. Hilton replied that he understands how Airports work and he just wanted it to be fair and not feel like a stepchild and not treated properly.

Mr. Greg Smith clarified where Mr. Hilton was tying down.

12. Mowing at Airport (Councilman Fink)

Councilman Fink stated that there is some sort of problem getting the Airport mowed and there is an inspection on October 4th. Mrs. Jankosky replied to Mayor Keene that some of the Airport was mowed. Councilman Fink asked if Air-Cadia didn't like the Dixie Chopper. Mrs. Minnear replied that they mow quite a bit with the Dixie Chopper however you can't mow the whole Airport because they would be mowing 7 days a week. Mrs. Minnear stated they had a real problem with the tractor and Air-Cadia doesn't have any equipment. Councilman Fink asked if the City was required to give them an industrial tractor, or just a mower according to the lease. Mrs. Jankosky referred to the contract: "The City at its expense should be solely responsible to supply Air-Cadia with operational equipment and fuel necessary to perform grass mowing operation and provide them with replacement light bulbs for the runway and taxi-way". Councilman Fink replied so there is no specification for what type mower, just one that provides the service. Councilman Heine asked what was wrong; he understood that the tractor was working. Mrs. Minnear reported that the City was out there today because the batwing dropped on the ground and drags. They spent two hours getting it lifted and one of the grease casings on the hydraulics was full of shavings. The tractor is back at the City Garage. Councilman Fink stated that his concern is that he would hate to see the Airport shut down because we have propeller strikes because of the grass. We can't afford to be out of business just because people don't like the lawn mower they are provided.

Mayor Keene asked Mrs. Jankosky if she could get an estimate to repair the tractor and mower because it is unrealistic that the Airport can be mowed with the Dixie Chopper. Mayor Keene stated that the Council needs facts, what is the cost to put the equipment back in service, or figure out some way to collaborate to hire the mowing out. Mrs. Jankosky replied that the City put \$5,000 into the tractor and at some point you have to stop. The hydraulics were drained and it is working now but we don't know how long. We have replaced a lot of intermittent type problems. She reviewed used tractors on the equipment trader and a new tractor starts at \$25,000. She did find a Kubota 50 horsepower for \$7,000. Mayor Keene asked for some criteria, cost to repair the tractor, replace the tractor or farm the mowing out. He added that there are some farm implement equipment auctions out there and good deals like the one on Highway 66. The Council needs some detail in order to give direction. The Dixie Chopper won't do for the amount of mowing that needs to be completed at the Airport.

Mr. Greg Smith stated if they got the mowing down where they can deal with it they could maintain it with the Dixie Chopper once per week. He continued that the Airport hasn't changed since the beginning of the contract. The Airport was previously mowed with a 6-foot bush hog. Mr. Hilton mows around the 3 hangars up front with a Sears mower on a regular basis and it looks the way the runway should look. He referred to the Air-Cadia contract Article 3 and read "in lieu of payment, Air-Cadia sole option to provide personnel to perform the following Airport management and maintenance services; mowing of the runways and taxiway and airport lighting." He added that Air-Cadia calls an electrician to come in at the expense of the City.

Mr. Smith stated that if it takes someone to sit on a mower all week long for 8 hours a day it is in the contract to supply that service. Mrs. Jankosky replied to Mayor Keene that the City provides the mower and tractor. Councilman Fink inputted so that they are talking apples to apples Mr. Cordes is in charge of the Cemetery mowing and asked if the grassy area at the Cemetery was a similar size to the Airport. Mrs. Jankosky replied that when they looked recently at some Cemetery issues it was about 50 acres. Mr. Smith replied that the runway, taxiway and ramps are about 30 acres. Council agreed for the City Administrator to return with additional information regarding repair to the tractor, replacement of tractor or farming the mowing out.

13. Fly-In / Drive-In Spot Landing Event at Airport – Aviation Day Committee

Mrs. Jankosky reported that the Aviation Day Committee would like to hold a Fly-In/Drive-In Spot Landing Event on November 3, 2012 at the Airport. The Airport Advisory Board recommended approval.

A motion was made by Councilman Heine and seconded by Councilman Fink to approve the Fly-In/Drive-In Spot Landing Event at Airport on November 3, 2012. The motion carried 5-0.

14. Options on JPMorgan Municipal Derivate Class Action (City Attorney)

Attorney Wohl reported that the City received notice that they were a potential claimant in a class action with JPMorgan Municipal Derivate case and they agreed to settle. He called the hotline and they said that the City is a potential claimant but will not be sure until the settlement is reached. He stated that the City could opt to stay in as member of the class and get paid its portion or the City can opt out and litigate on their own not as a part of the settlement. He asked for guidance from the Council to remain a member of the class and receive any settlement proceeds or opt out and take on JPMorgan on our own. He recommended strongly to remain in the class action. Mayor Keene agreed.

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to remain in the class action regarding the JPMorgan settlement. The motion carried 5-0.

PUBLIC HEARING

15. RESOLUTION NO. 2012-10; A RESOLUTION AUTHORIZING THE COUNCILMAN TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) FEDERAL FISCAL YEARS 2012 AND 2013 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND OTHER RELATED FEDERAL AND STATE NEIGHBORHOOD REVITALIZATION GRANTS AND PROGRAMS, PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES

Resolution no. 2012-10 was read by title only.

Mr. Antonio Jenkins, Guardian, reviewed the required legal disclosures and noted this was the 2nd Public Hearing regarding application to the Florida Department of Economic Opportunity (FDEO) for the CDBG grant program.

A motion was made by Councilman Heine and seconded by Councilman Fink to adopt Resolution No. 2012-10 as presented. The motion carried 4-0 with Deputy Mayor Frierson abstaining.

16. RESOLUTION NO. 2012-11; A RESOLUTION REGARDING THE EXPENDITURE OF LOCAL FUNDS ON SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT ELIGIBLE ACTIVITIES AS LEVERAGE FOR THE FFY2012 COMMUNITY DEVELOPMENT BLOCK GRANT, NEIGHBORHOOD REVITALIZATION APPLICATION

Resolution No. 2012-11 was read by title only.

A motion was made by Councilman Heine and seconded by Councilman Fink to adopt Resolution No. 2012-11 as presented. The motion carried 4-0 with Deputy Mayor Frierson abstaining.

ORDINANCES

17. ORDINANCE NO. 977; SECOND AND FINAL READING OF AN ORDINANCE AMENDING SECTION 2-116 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO AMEND THE REQUIREMENTS FOR SIGNING OF CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)

Ordinance No. 977 was read by title only.

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to adopt Ordinance No. 977 as presented at second and final reading. The motion carried 5-0.

Councilman Fink readdressed the approval of the consent agenda item minutes of August 21, 2012. Councilman Fink made a motion requesting that page four, item number 9, Specific Authorization No. 15, CDBG Engineering Assistance, be changed to reflect Deputy Mayor Frierson abstaining from the vote. The motion was seconded by Councilman Heine and carried 5-0.

A motion was made by Councilman Fink and seconded by Councilman Heine to approve the August 21, 2012 Council Minutes as amended above. The motion carried 5-0.

COMMENTS FROM DEPARTMENTS

18. City Marshal

Captain Matt Anderson replied to Mayor Keene that the investigation into the email has been closed pending any further information received. They were unable to determine who sent the email at this time.

19. Attorney – No report

20. City Administrator

Mrs. Jankosky reported that the Water Company of America would be glad to give a presentation to the City Council regarding their audit services. The workshop was scheduled for October 16, 2012 at 5:30 p.m.

Mrs. Jankosky reported that in changing over the health insurance to United some enrollment questions on retirees came up regarding supplements. She added that there is nothing in policy concerning retirees. Mrs. Jankosky replied to Councilman Fink that the policy does not dictate in any way that we provide retiree health and supplemental insurance. Councilman Fink responded that we need to address that and look at how other communities deal with this and as a policy instead of catch as catch can.

Mr. Tom Guidry, DeSoto Insurance, explained that the Florida Blue (formerly Blue Cross) insurance now has retirees on the group plan and some retirees who have Medicare and supplements. He continued that when we switched to United they do not cover those retirees over 65; those enrollees have to enroll in Medicare with the supplement. He explained that going to Medicare with a prescription plan the cost to the City is half to a third of the cost of paying through group premiums. He stated three employees were switched to Medicare this week saving \$13,000 in premiums. The Medicare Benefits are great, no deductible, no co-pay and you can see any doctor. Mr. Guidry stated that the City needs a protocol as to how you will treat these retirees and their health insurance. He explained that they enrolled the last employee today and progressing fine with the switch over to United. He is hoping all employees will have their cards by October 1, 2012. He noted that former Administrator Mr. Strube said with Medicare that doesn't include prescription. The prescription plans are hard to figure out because it is a customized item as no one has the same medications and there are currently 33 plans. His suggestion is to say if you supply this as a benefit you let the retiree choose and set a limit up to a certain dollar amount. Mayor Keene asked the cost of a typical prescription premium plan. Mr. Guidry replied about \$41.80 per month for the preferred plan. The average cost for drug plans range from \$30 to \$31 per month but any type plans can range from \$15 to \$120 per month. Mrs. Jankosky responded to Mayor Keene that this is a benefit the City has been providing. Deputy Mayor Frierson pointed out that Mr. Strube's health insurance was part of his retirement package so we may not be able to force him onto Medicare and it may be a contractual obligation. Mr. Guidry replied that after he explained to Mr. Strube the benefits of Medicare he seemed quite happy however he was concerned with the part b. Councilman Fink stated that that the Council needs to set an amount that they will provide all the same coverage. He asked if there was consensus to have Mrs. Jankosky bring some information on changing the personnel policy regarding retiree health insurance. The Council agreed.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Mr. Jerry Cordes stated that Councilman Fink did not want to raise the millage rate and put the burden on the citizens and Mayor Keene had issues with the Golf Course budget. He asked why we are putting \$60,000 into the Smith Brown Gym when we can repair a lot of roads. Mayor Keene replied that no one wants to repair the roads more than he does. Mayor Keene stated that the Smith Brown Gym is a community asset that needs to be maintained in workable operation. Councilman Fink agreed that was his concern as well. Mayor Keene agreed that he doesn't like to spend more than he takes in and the Council has asked the Golf Course to present us with a balanced budget. Mr. Cordes asked then why do you spend \$60,000 on repairs for a building that doesn't bring in any money. Councilman Heine replied that Council voted to make the repairs so let's let it lay at that. Mayor Keene applauded Mrs. Jankosky for

getting people to assist with the Smith Brown improvements. Councilman Fink stated until we start assessing a fee for recreational usage such as the Smith Brown Gym and the Speer Center those things are just a part of what we provide as a City and community enhancements. Mayor Keene stated if we look back at the minutes, he thought they voted unanimously to do those repairs and he took offense to the singling out of a Council Member that we are not minding the store. Mayor Keene stated that he appreciated the Department Heads bringing forward information and none of this is taken lightly.

Dr. Lorenzo Dixon stated that on the records in previous years some folks refer to down there, over yonder and he always corrects them that the SW section is a part of Arcadia, it's about Smith Brown Gym and you need to be respected that you voted on that. It is a one time repair not every year like the Golf Course.

Dr. Dixon stated when it comes to Mr. Hilton, he doesn't know him, but talking about his lease, he suggested that Council and the Attorney be certain there is equality across the board whether to grant him the continuation of his father's lease. He continued that there are others in the room that inherited their ancestors lease and that person is Mr. Gary Frierson who inherited his father's lease so if it's good for the duck it should be good for the turkey. That should be done for others and in fairness. Deputy Mayor Frierson replied that she had nothing to do with it, he didn't leave it to her he left it to her husband. Dr. Dixon asked is that your husband. Deputy Mayor Frierson replied yes but she has nothing to do with the lease.

Dr. Dixon stated that he meant to bring his Sunshine Book, it states that any form of communication whether verbal, mail, written, not from you Mr. Attorney, you can pass notes, you are not an elected official. Attorney Wohl replied that is correct. Dr. Dixon continued that elected officials are bound by the Sunshine Law. If they start passing notes, saying different things, on the record, we did not get the entire pad which me and several others saw several notes being wrote. Deputy Mayor Frierson replied that is not true I have the pad right here. Dr. Dixon replied that he was sure she had the pad now. Deputy Mayor Frierson replied don't stand there and tell a lie. Dr. Dixon stated that he asked for her entire pad with her notes and she had the right to turn in that pad. Deputy Mayor Frierson stated that was the only note she wrote and don't stand there and lie about it. Dr. Dixon said we saw the couple of notes you wrote. Deputy Mayor Frierson stated no that he did not. Mayor Keene asked Dr. Dixon to get to the point, he exceeded his time. Mayor Keene stated he didn't want anyone leaving here thinking he didn't give them their time.

Dr. Dixon stated that he thinks people are being too hard on the Minnears. They are doing the best they can however you have to give them the right equipment they need to do the job. He suggested that the City is spending \$60,000 for a prison crew who could go out there once a month or biweekly to mow. Mrs. Jankosky replied to Mayor Keene that the contract is about \$58,000 and the City does own the equipment.

Attorney Wohl clarified that Council Members are allowed to send unilateral correspondence to others provided there are no interactions or direction on taking votes. He added there were a number of reasons he could not tell them at the time whether that was a violation of the Sunshine Law. It's not a violation to do that but as it happened the other night it does cause a chilling effect to the public who may not know. He stated that inaudible discussions are chilling as well but not necessarily a violation however we are here for the public.

Mr. Greg Smith stated that we can only go back five years for non-payment of insurance from Air-Cadia and suggested with collection of the insurance owed they might have enough to buy a

tractor. He stated he would hate to see us lose another year. Mrs. Jankosky replied that we didn't dig into that part of it however Air-Cadia corrected the hangerkeeper and fire liability portion. Mr. Smith replied that the City is working on a slim budget, Air-Cadia is supposed to provide tie-downs, chocks and ramp. He added that someone was going to move their plane here but went to Zephyrhills instead, because they had to scrounge around for ropes to tie down. We need to address that because there is not sufficient rope and chocks.

Councilman Fink asked why we have not gotten into the issue with the Airport insurance. Mrs. Jankosky replied that Air-Cadia corrected the fire liability and hangerkeepers and there was vague discussion on the building insurance that the City was covering. Air-Cadia was told by former Administrator Strube that they didn't have to pay. Attorney Wohl stated that the City Administrator is not authorized to waive a contract on behalf of the City or waive the insurance. Councilman Fink replied that if that's the case we don't have any way of doing anything but ask for that money and we are remiss if we don't ask. We expended City money that has not been budgeted, has not been allocated and we have no record of why that was spent. Attorney Wohl stated that you would be remiss in the contract and the contract states that no modifications will be made unless in writing and signed by all parties. Attorney Wohl added that the former Administrator's oral statement that you don't have to make the payment wouldn't cut under how the contract is written. Councilman Fink suggested that the City write a letter of intent that they need to pay the insurance because times are way too tight. Mr. Smith asked was it correct we can only go back 5 years. Attorney Wohl confirmed that it would be difficult to go back any further and for details he would prefer a shade meeting.

Mayor Keene stated that he did feel like the contractual obligation to pay the insurance should be done, but he hated to penalize Air-Cadia for taking what the former City Administrator said in good faith. Mayor Keene asked Mrs. Jankosky what was the amount of the insurance owed. Mayor Keene asked for Mrs. Jankosky to gather the amounts and revisit this to see how they could abate the situation.

Mrs. Valerie Gilchrest, Homeless Coalition, thanked the Council for approving the repairs to the Smith Brown Gym as it provides an outlet for the youth. Her goal is to help and establish goals for the community and possibly in the future hire someone part-time to oversee some programs and invite more children. She thanked the City Administrator in assisting her in locating a site for the monthly food distribution.

MAYOR AND COUNCIL MATTERS

Councilman Fink asked about events because the City doesn't do much but when events are held we need to acknowledge those people. These events could also be supported through Proclamation. He requested if staff could go through a listing and see if anything is coming forward to deal with people in the area that have the events and return with suggestions so we make them feel part of the city. Mayor Keene agreed and noted that this month is National Prostrate Awareness Month and next month is Breast Cancer Awareness Month.

Councilman Fink requested a review of the personnel policy concerning terminations and the Council's responsibility when an appeal is brought forward. He stated that we hire the City Administrator to manage day to day operations and to hire staff. He continued that he did not vote the way the rest voted on the issue and he was ill at ease with the entire procedure. We hire the City Administrator to take care of that operation, and if we don't trust her to take care of that then we need to replace her, not micromanage her, and allow her to hire and fire at will because that is what we hired her to do. We need to rethink that portion of the policy because it is convoluted in looking at a Council-Manager form of government. Since the procedure was in

there he had no problem with them doing it but he doesn't want to do it again and if we trust her judgment as the City Administrator we should trust her in all aspects. Mayor Keene agreed that the procedure was uncomfortable during the appeal process and it might be worthy of looking at because we are a Council-Manager form of government. Attorney Wohl and the City Administrator will review and bring back suggestions to the policy.

ADJOURN

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

APPROVED THIS ____ DAY OF _____, 2012.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder



Financials, Revenue & Citizen Services and Human Capital Management

09/20/2012 13:17
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WARRANT LIST BY VOUCHERPG 14
apwarrnt

WARRANT: 20120905 09/20/2012

DUE DATE: 09/20/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89019	1963	BV OIL COMPANY, INC	03-544307	100	INV	09/21/2012	1,126.46	DIESEL/UNLEADED
89020	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 PRO SHOP	100	INV	09/21/2012	10.85	53062-54037: 1769 NE L
89021	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 GOLF MTL	100	INV	09/21/2012	57.16	45975-18598: 1769 NE L
89022	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 GOLF RR	100	INV	09/21/2012	53.35	16279-33961: 1769 NE L
89023	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 GOLF PUM	100	INV	09/21/2012	259.12	16289-31998: 1769 NE L
89024	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 GOLF CAR	100	INV	09/21/2012	970.95	26069-35985: 1769 NE L
89025	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 GVT OL	100	INV	09/21/2012	31.55	26059-37958: 1769 NE L
89026	1310	GE CAPITAL	77521666	100	INV	09/21/2012	2,668.29	BILLING ID NO. 9013604
89027	826	GOLF VENTURES, INC.	PINV0043855	100	INV	09/21/2012	76.98	3-0-1 GRANULAR
89028	2052	HD SUPPLY WATERWORKS, LTD	5388693	100	INV	09/21/2012	456.58	4 FLGXFLG DI PIPE/4 X
89029	180003	R & R PRODUCTS, INC.	CD1608277	100	INV	09/21/2012	286.00	FLAGSTICK 7'
89030	2688	SWAINE & HARRIS, PA	11403	100	INV	09/21/2012	3,000.00	MATTER NO. 6524-001
89031	200075	TOTAL PEST CONTROL OF	840867	100	INV	09/21/2012	45.00	PEST CONTROL
89033	314	ACTION MOWER SALES & SERVIC	152324	100	INV	09/21/2012	263.99	SHAFT TRIMMER
89036	2455	CENTURYLINK	SEP '12_311032795	100	INV	09/21/2012	149.48	ACCT NO. 311032795
89037	2455	CENTURYLINK	SEP '12_311367811	100	INV	09/21/2012	163.97	ACCT NO. 311367811
89038	10030	W & S ENTERPRISE ACCOUNT	81845	100	INV	09/21/2012	25.20	ACCT NO. 2090708000
89039	10030	W & S ENTERPRISE ACCOUNT	82207	100	INV	09/21/2012	25.20	ACCT NO. 2110915600
89040	10030	W & S ENTERPRISE ACCOUNT	81846	100	INV	09/21/2012	25.20	ACCT NO. 2090708200
89041	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 PARK PMP	100	INV	09/21/2012	12.00	86639-39968: 16 S VOLU
89042	80075	HOME OWNERS SUPPLY	226925	100	INV	09/21/2012	268.31	GRADE STAKES/BIT INSER
89043	80075	HOME OWNERS SUPPLY	227191	100	INV	09/21/2012	17.37	PADLOCK/SINGLE SIDE KE
89044	110075	KNIGHT SUPPLY	33092	100	INV	09/21/2012	250.40	12 ECO PIPE
89045	172	MCGEE TIRE STORES	L-154641	100	INV	09/21/2012	95.62	TIRES
89046	172	MCGEE TIRE STORES	R-026385	100	INV	09/21/2012	135.00	TIRES



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

PG 15
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WARRANT: 20120905 09/20/2012

DUE DATE: 09/20/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89047	1535	NAPA AUTO PARTS	193484	100	INV	09/21/2012	81.92	OIL, FUEL & AIR FILTER
89048	1535	NAPA AUTO PARTS	193452	100	INV	09/21/2012	2.50	FITTINGS
89049	1535	NAPA AUTO PARTS	193483	100	INV	09/21/2012	8.79	DRILL PUMP
89050	1535	NAPA AUTO PARTS	193485	100	INV	09/21/2012	16.89	OIL
89051	1535	NAPA AUTO PARTS	193469	100	INV	09/21/2012	41.34	OIL
89052	190090	SMITH'S RANCH & GARDEN, INC	102051897	100	INV	09/21/2012	1.99	LINE LEVEL PLASTIC
89053	190090	SMITH'S RANCH & GARDEN, INC	102051552	100	INV	09/21/2012	80.00	PIPE GATE 10'
89054	2676	FLORIDA ROCK INDUSTRIES	3036138880	100	INV	09/21/2012	772.94	3000 PSI TERNARY PLUS
89055	1017	FLORIDA DEPARTMENT OF REVEN	AUGUST 2012_SALES TA	100	INV	09/21/2012	343.49	24-8012488558-7 SALES
89056	2439	TD EQUIPMENT FINANCE INC	SEPTEMBER 2012	100	INV	09/21/2012	11,772.65	LEASE NO. 40066715
89057	2151	PEACE RIVER SHOPPER	13327	100	INV	09/21/2012	90.00	ADS
89058	2587	PITNEY BOWES GLOBAL FINANCI	8315426-SP12	100	INV	09/21/2012	256.32	LEASE ACCT NO. 8315426
89059	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 SEWAGE	100	INV	09/21/2012	8,338.89	24483-39941: 223 S PAR
89060	1867	GSI SUPPLY INC	3988	100	INV	09/21/2012	350.00	TRANSFERED GENERATION
89061	222	JEAN-PIERRE LACROIX	WEB000085	100	INV	09/21/2012	37.50	SERVICE CALL
89062	82	PENN VALLEY PUMP CO, INC	7475	100	INV	09/21/2012	1,359.55	SPARE PARTS
89063	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 GARAGE	100	INV	09/21/2012	388.08	24443-30944: 200 S PAR
89064	222	JEAN-PIERRE LACROIX	WEB000084	100	INV	09/21/2012	110.00	SERVICE CALL
89065	180003	R & R PRODUCTS, INC.	CD1608405	100	INV	09/21/2012	897.40	FIRST AID KIT/MASK/CAB
89066	10175	ARCADIA ELECTRIC CO	17051	100	INV	09/21/2012	113.75	SERVICE CALL
89067	1963	BV OIL COMPANY, INC	AUGUST 2012	100	INV	09/21/2012	18,299.89	AUGUST 2012 - FUEL REP
89068	2674	CARDINAL CONTRACTORS INC	REQUEST 7	100	INV	09/21/2012	1,290,292.91	WTP IMPROVEMENTS & WAT
89069	2004	CENTRAL FIRE	49604	100	INV	09/21/2012	78.00	ANNUAL EXTINGUISHER MA
89070	1085	EMCI WIRELESS	SEB01IN4341	100	INV	09/21/2012	40.00	RADIO SERVICE
89071	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 HIBISCUS	100	INV	09/21/2012	48.30	35352-38921: 200 HIBIS



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WARRANT LIST BY VOUCHER

PG 16
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WARRANT: 20120905 09/20/2012

DUE DATE: 09/20/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89072	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 BALDWIN	100	INV	09/21/2012	561.35	25256-87261: 30 S BALD
89073	70010	GALL'S INC	000016437	100	INV	09/21/2012	309.20	HEAT TRANSFER/POLOS
89074	70010	GALL'S INC	000013966	100	INV	09/21/2012	370.50	SPIEWAK VIZGAURD DUTY
89075	70010	GALL'S INC	000012989	100	INV	09/21/2012	616.59	MAG CHARGER FLASHLIGHT
89076	70010	GALL'S INC	000001575	100	INV	09/21/2012	46.24	TACTICAL PANTS
89078	120120	LOU'S PAINT SPOT	139109	100	INV	09/21/2012	1.13	3M 7/8" BLACK SUPER AT
89079	120120	LOU'S PAINT SPOT	139064	100	INV	09/21/2012	27.16	5826 SILVER BIRCH
89080	10160	LUCKY MUSE	12925	100	INV	09/21/2012	7.00	LABOR
89081	1535	NAPA AUTO PARTS	193271	100	INV	09/21/2012	20.19	TIE ROD END - INNER
89082	1535	NAPA AUTO PARTS	193327	100	INV	09/21/2012	22.43	BALL JOINT
89083	1535	NAPA AUTO PARTS	193188	100	INV	09/21/2012	87.98	CHARGER DASH CV
89084	940	NEXTEL COMMUNICATIONS	782695414-126	100	INV	09/21/2012	4.13	ACCT NO. 782695414
89085	2457	PITNEY BOWES INC	METER REFILL09102012	100	INV	09/21/2012	300.00	ACCT NO. 8000-9000-024
89086	2587	PITNEY BOWES GLOBAL FINANCI	8364259-SP12	100	INV	09/21/2012	60.94	LEASE ACCT NO. 8364259
89087	1570	PUBLIC SAFETY CENTER, INC.	5358232	100	INV	09/21/2012	39.95	MAGLITE 3-CELL BULB RE
89088	170025	QUILL CORPORATION	5652648	100	INV	09/21/2012	179.70	LEGAL PAPER
89089	248	USA BLUEBOOK	734529	100	INV	09/21/2012	78.41	PH BUFFER
89090	230045	WESTERN AUTO ASSOC STORE	10064575	100	INV	09/21/2012	209.97	APC BACK-UPS ES 8 OUTL
89091	1358	WURTH USA INC.	94296849	100	INV	09/21/2012	133.12	6 ERASERS AND ADAPTER
89092	431	FLORIDA DEPARTMENT OF LAW E	362010	100	INV	09/21/2012	24.00	CUST NO. 31164
89094	2721	AMERICAN FIBER TECHNOLOGIES	6098_SHIPPING ONLY	100	INV	09/21/2012	236.92	SHIPPING COST (UPS GRO
89095	728	BARRETT SUPPLY, INC	14668	100	INV	09/21/2012	2,464.00	EAGLE MICROSYSTEMS REP
89096	2770	BARTOW FORD	09102012	100	INV	09/21/2012	59,797.04	2013 FORD F150 (4) SEE
89097	106	BOWLING GREEN SMALL ENGINE	23239	100	INV	09/21/2012	12.07	FILTER HOUSING
89098	106	BOWLING GREEN SMALL ENGINE	23185	100	INV	09/21/2012	3.90	O RING GEAR BOX



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

PG 17
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WARRANT: 20120905 09/20/2012

DUE DATE: 09/20/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89099	106	BOWLING GREEN SMALL ENGINE	23294	100	INV	09/21/2012	295.00	KIT BOX GEAR FINE
89100	1942	CEMEX INC.	9424566919	100	INV	09/21/2012	602.61	180 TOP DRESSING/FUEL
89101	30040	CHENANGO SUPPLY CO INC	184785A	100	INV	09/21/2012	485.22	HEAD/NUTS/WASHERS/STIH
89102	10030	W & S ENTERPRISE ACCOUNT	81828	100	INV	09/21/2012	50.70	ACCT NO. 2090697500
89103	725	ELECTRO-MECHANICAL SOUTH, S	133736	100	INV	09/21/2012	575.00	REPAIR 7.5 HP BALDOR M
89104	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 LK CATH	100	INV	09/21/2012	7.43	25213-93492: 1 W OAK S
89105	60090	FLORIDA POWER & LIGHT	AUG/SEP '12 LAKE LIG	100	INV	09/21/2012	111.41	82700-62345: 1051 W MA
89106	226	GUARDIAN EQUIPMENT, INC.	12906	100	INV	09/21/2012	3,120.00	CELL ASSEMBLY FOR TOTA
89107	2624	INTERSTATE BATTERIES OF FOR	30096983	100	INV	09/21/2012	300.35	31-MHD/MT-65/MTP-94RH7
89108	1535	NAPA AUTO PARTS	193607	100	INV	09/21/2012	18.00	HI POWER IND V-BELT
89109	1535	NAPA AUTO PARTS	193437	100	INV	09/21/2012	56.52	AIR, OIL & FUEL FILTER
89110	1535	NAPA AUTO PARTS	193606	100	INV	09/21/2012	50.46	FUEL, OIL, FUEL & HYDR
89112	2523	PNC EQUIPMENT FINANCE, LLC	4166894	100	INV	09/21/2012	123.74	LEASE NO. 139552000
89113	190070	SHORT ENVIRONMENTAL	12-2383	100	INV	09/21/2012	225.00	SAMPLE 9/10-11/12
89114	190090	SMITH'S RANCH & GARDEN, INC	102052164	100	INV	09/21/2012	39.95	FLUOR SOFT WHITE
89115	190090	SMITH'S RANCH & GARDEN, INC	102052165	100	INV	09/21/2012	5.94	HOSES
89117	1893	ARCADIA DO-IT-BEST HARDWARE	A317185	100	INV	09/21/2012	181.33	BLUE MARKING PAINT/WHI
89120	1515	HELENA CHEMICAL CO.	23741796	100	INV	09/21/2012	2,385.68	CHEMICALS
89121	1797	SALEM TRUST COMPANY	09202012	100	INV	09/21/2012	36,390.72	FINAL FY 11-12 PMT POL
89122	1666	STAPLES BUSINESS ADVANTAGE	8022995559	100	INV	09/21/2012	318.72	SUMMARY INVOICE 802299
89123	1666	STAPLES BUSINESS ADVANTAGE	8022932606	100	INV	09/21/2012	52.90	SUMMARY INVOICE 802293
89124	1560	US POSTAL SERVICE	09202012	100	INV	09/21/2012	2,500.00	WATER BILL POSTAGE - P
89126	80075	HOME OWNERS SUPPLY	226751	100	INV	09/21/2012	32.28	FASTENERS/GRN 1LB/GDS
89127	1893	ARCADIA DO-IT-BEST HARDWARE	B108531	100	INV	09/21/2012	309.35	MURIATIC ACID/RUBBER M
89128	110075	KNIGHT SUPPLY	33204	100	INV	09/21/2012	112.64	HOSE BIB TIMER



09/20/2012 13:17
aahorkey

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

PG 18
apwarrnt

WARRANT: 20120905 09/20/2012

DUE DATE: 09/20/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89129	1287	SIGNS DOWNTOWN	7971	100	INV	09/21/2012	200.00	12 X 12 WHITE COROPLAS
89130	230045	WESTERN AUTO ASSOC STORE	10064651	100	INV	09/21/2012	279.96	APC BACK-UPS ES 8 OUTL
89131	230065	WINDEMULLER TECHNICAL SRVCS	21685	100	INV	09/21/2012	187.50	ELECTRICAL SERVICE WEL
WARRANT TOTAL							1,458,929.46	

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



09/21/2012 09:14
aahorkey

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

PG 4
apwarrnt

WARRANT: 20120906 09/21/2012

DUE DATE: 09/21/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89132	1900	FLA DEPT OF ENVIRONMENT PRO	09212012	100	INV	09/21/2012	100.00	NOTICED GENERAL PERMIT
WARRANT TOTAL							100.00	

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



09/21/2012 09:38
aahorkey

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

PG 4
apwarrnt

WARRANT: 20120907 09/21/2012

DUE DATE: 09/21/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89133	1963	BV OIL COMPANY, INC	AUGUST 2012_AIRPORT	100	INV	09/21/2012	236.64	AUGUST 2012 - FUEL/OIL
89134	80075	HOME OWNERS SUPPLY	227338	100	INV	09/21/2012	19.99	GALLON SPRAYER
89135	80125	LOU'S HYDRAULIC SALES & SER	5276A	100	INV	09/21/2012	37.01	HYRAULIC HOSES/PIPE/PI
WARRANT TOTAL							293.64	

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



09/24/2012 11:34
aahorkey

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

PG 4
apwarrnt

WARRANT: 20120910 09/24/2012

DUE DATE: 09/24/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89138	2257	PEACE RIVER DISTRIBUTING CO	00050922	100	INV	09/24/2012	208.80	BEVERAGES FOR PRO SHOP
WARRANT TOTAL							208.80	

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



09/24/2012 11:25
aahorkey

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

PG 4
apwarrnt

WARRANT: 20120908 09/24/2012

DUE DATE: 09/24/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
89136	2640	CITY OF ARCADIA - AIRPORT F	09242012	100	INV	09/24/2012	21,963.99	PAY AIRPORT EQUITY IN
WARRANT TOTAL							21,963.99	

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



09/28/2012 11:49
aahorkey

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

PG 2
apwarrnt

WARRANT: 20120916 09/28/2012

VENDOR	VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	VOUCHER	CHECK COMMENT
	CASH ACCOUNT: 81000		10400			EQUITY IN POOLED CASH			
	<u>1302ABC RESTAURANT S</u>		00000 <u>09272012</u>		<u>100</u> INV	09/28/2012	1,354.00	89279	52906 SUPPLIES FOR GOLF
	CASH ACCOUNT 81000		10400				1,354.00		TOTAL



09/28/2012 09:45
aahorkey

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

PG 2
apwarrnt

WARRANT: 20120915 09/28/2012

VENDOR	VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	VOUCHER	CHECK	COMMENT
	CASH ACCOUNT: 81000		10400			EQUITY IN POOLED CASH				
	<u>40073DESOTO COUNTY TA</u>		00000		<u>100</u>	INV 09/28/2012	171.85	89267	52904	QUICK TITLE FOR '0
	CASH ACCOUNT 81000		10400				171.85			TOTAL



To PD
9/21/12

City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 9/21/12
Event Name TEAM Arcadia Car Show
Event Location OAK Street
Date(s) of Event 10/20, 11/17, 12/15 2012 Hours of Event 5:00pm to
Expected Attendance 50
Event Sponsor TEAM Arcadia Non-Profit? YES NO
Description of Event Car show

Contact Person John Super Telephone (941)-812-8005
Fax # _____ Email js570@gmail.com
Insurance Carrier _____

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: Oak St between Polk +
Train Station.

Other Pertinent Information: _____

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

Received by: D. H...
City Marshal _____ Approved
City Administrator _____ Approved
City Council _____ Approved

Date: 9/21/12
_____ Disapproved
_____ Disapproved
_____ Disapproved

PAID # 75⁰⁰
for 3 events

INDEMNIFICATION & HOLD HARMLESS

I, John Super, as _____ of
(Printed Name) (Title or Office Held)
TEAM Arcadia, do hereby agree to hold the City of Arcadia,
(Club, organization, group, etc)

its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Car Show to
(Name of Event)

be held at Oak Street on 10/20/12, 11/17/12, 12/15/12
(Location) (Date)

By: John Super
(Signature)
Printed Name: John Super
Entity Name: TEAM ARCADIA

Its: _____

Date: 9/21/12

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 21st day of Sept, 2012, by
John Super, as _____ of TEAM ARCADIA
who is personally known to me or [] has produced _____ as identification.

Virginia S. Haas
NOTARY PUBLIC



VIRGINIA S. HAAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE127736
Expires 9/8/2015

Faxed
TO PD
9/21/12

SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

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

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

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



Signature of Applicant/Event Sponsor

9-21-12
Date

John Super / TEAM Arcadia
PRINTED Name of Above

941-812-8005
Contact Phone #

PAID # 25⁰⁰
TO PD 9/28/12



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 9-28-12
Event Name Chamber Annual Christmas Parade
Event Location Oak Street
Date(s) of Event Dec 1, 2012 Hours of Event Parade Start 6pm
Expected Attendance 1000 ?
Event Sponsor DeSoto Co Chamber Non-Profit? YES NO
Description of Event Night-time lighted parade.

Contact Person Debby Snyder Telephone (863) 494-4033
Fax # 494-3312 Email debby@desotochamberfl.com
Insurance Carrier DeSoto Insurance
Insurance Agent Law Ambler Agent's Phone 494-2242

- Alcoholic Beverages? YES NO
- Tents? YES NO
- Cooking? YES NO
- Outdoor Music? YES NO on floats
- 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: Parade to start at Monroe -
lineup on Oak west of Monroe

Other Pertinent Information: Road closure around 5pm
prior to start of Parade

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

Received by: <u>V. Yun</u>	Date: <u>9/28/12</u>
City Marshal <input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
City Administrator <input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
City Council <input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Debby Snyder as Executive Director of DeSoto Co Chamber of Commerce 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 Christmas Parade to be held at Oak Street on Dec. 1, 2012.

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

By: EXECUTIVE DIRECTOR
(Signature)
Printed Name: Debby Snyder
Entity Name: DeSoto Co Chamber
Its: _____
Date: 9/28/12

STATE OF FLORIDA
COUNTY OF DeSoto

Sworn to and subscribed before me this 28th day of Sept, 2012, by Debby Snyder, as Exec. Dir. of Chamber of Commerce who is personally known to me or [] has produced _____ as identification.

[Signature]
NOTARY PUBLIC

(SEAL)

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-abandtt.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.

Debby Snyder
Signature of Applicant/Event Sponsor

Debby Snyder
PRINTED Name of Above

9-28-12
Date

494-4033
Contact Phone #



Chamber of Commerce of DeSoto County

AN INVESTMENT IN OUR FUTURE

September 14, 2012

Judi Jankoski, City Administrator
City of Arcadia
23 N. Polk Avenue
Arcadia FL 34265

Dear Ms. Jankoski,

On behalf of the Chamber of Commerce Board of Directors, I would like to request a street closure for the annual Chamber Christmas Parade. The parade will be held on Saturday, Dec. 1, 2012 beginning at 6:00 p.m. The parade will travel east on Oak St. from Orange Ave., ending at Volusia Ave. The request will be to close the roadway at 5:30 for the safety of parade participants and spectators. A request has also been sent to Marshall Lee.

The parade theme this year is "The 12 Days of Christmas". The Chamber Directors would also like to invite you to participate in the parade. Please call me at 494-4033 if you plan to participate so we can include you in the line-up.

Thank you for your help in making the parade a success.

Sincerely,

Debby Snyder, Executive Director
DeSoto Co. Chamber of Commerce

ITEM # 8

Virginia Haas

From: Carol Mahler [carolmahler3@gmail.com]**Sent:** Friday, July 06, 2012 11:30 PM**To:** Virginia Haas**Subject:** Re: Historical Musuem?

Dear Virginia,

We're working on at least two museums. The first is the John Morgan Ingraham Home at 300 N. Monroe Street. We just received a grant from the Mosaic Foundation that should pay to complete it. It was built in 1900 and even though Mr. Ingraham moved in later and lived there until he died, he never did remodel or update it. So it will be a museum of Florida Cracker architecture and life--the very simple way folks used to live. It was damaged by Hurricane Charley, and we have received four grants from the Division of Historical Resources to restore it.

Next door is the replica we built of his business: the Ingraham Seed House, 120 W. Whidden Street. It is in the original location for his store, but inside is a modern facility that is the Howard and Velma Melton Historical Research Library. That's the collection where I found the photographs and postcards that I scanned for you. We do have some artifacts there, but the building is primarily dedicated to preserving historical photographs and documents.

Finally, we have rented Brownville School from the DeSoto County School District to be a museum. The roof was damaged in Hurricane Charley, and FEMA provided money for repairs--most of which has been done. However, some repairs still need to be made before it can be occupied, and I guess we are waiting for the School District to do them since we don't own the building--we only rent it. So most of the artifacts that have been donated are in storage until the repairs are complete.

Hoping this is enough information,
Carol

--

Carol Mahler
P.O. Box 1644
Nocatee, FL 34268
863-445-0789
carolmahler3@gmail.com

Author of
Guy LaBree: Barefoot Artist of the Florida Seminoles
<http://upf.com/book.asp?id=MAHLEF09>

Adventures in the Charlotte Harbor Watershed: A Story of Four Animals and Their
Neighborhoods
<http://www.chnep.org/info/ChildrensBook/Adventures.htm>

On Fri, Jul 6, 2012 at 4:53 PM, Virginia Haas <vhaas@arcadia-fl.gov> wrote:

9/28/2012

ITEM # 10

Requesting
WAIVER OF
FEES



City of Arcadia SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 9/19/12
 Event Name: DHS Homecoming Parade
 Event Location: Downtown Arcadia, streets between Trinity Methodist Church + the Tree of Knowledge
 Date(s) of Event: 10/5/12 Hours of Event: 4:00pm - 5:00pm
 Expected Attendance: _____
 Event Sponsor: DHS Student Government Non-Profit? YES NO
 Description of Event: Homecoming parade to include this year's Homecoming Court, last year's king and queen, as well as local dignitaries

Contact Person: Jami Olive Telephone: (813) 494-3434 x203
 Fax #: 863-494-7867 Email: jami.olive@desoto.k12.fl.us
 Insurance Carrier: _____ dana.holloman@desoto.k12.fl.us
 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: Insurance information on file at Desoto County School Board, attn: Lou McDonald

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

Received by: V. J. [Signature] Date: 9/19/12
 City Marshal _____ Approved _____ Disapproved _____
 City Administrator _____ Approved _____ Disapproved _____
 City Council _____ Approved _____ Disapproved _____

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

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

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

By completing and submitting the attached application, I certify that

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

Dana Holloman
Signature of Applicant/Event Sponsor

9/19/12
Date

Dana Holloman
PRINTED Name of Above

863-494-3434
Contact Phone #

INDEMNIFICATION & HOLD HARMLESS

I, Dana Holloman (Printed Name) as sponsor (Title or Office Held) of DHS Student Government Assoc. (Club, organization, group, etc), 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 DHS Homecoming (Name of Event) to be held at Downtown Arcadia (Location) on 10/5/12 (Date).

By: Dana Holloman (Signature)
 Printed Name: Dana Holloman
 Entity Name: DHS Student Government Assoc.
 Its: _____
 Date: 9/19/12

STATE OF FLORIDA
 COUNTY OF DeSoto

Sworn to and subscribed before me this 19th day of September, 2010², by Dana Holloman as Sponsor of DHS Student Government Assoc. who is personally known to me or has produced _____ as identification.



Jami Olive
 NOTARY PUBLIC

ITEM # 11

Virginia Haas

From: Ashley Coone [ascoone@eagle.fgcu.edu]
Sent: Wednesday, September 26, 2012 3:23 PM
To: Virginia Haas
Subject: Request to be placed on Agenda for Tuesday, October 2, 2012

Wednesday, September 26, 2012

To the City Council of Arcadia, Florida:

We request the City Clerk to place on the Council agenda for the Tuesday, October 2, 2012 the following matter/matters for discussion and/or appropriate action:

The non-profit organization Links to Success and their program Men of Character would like to host a Breast Cancer Awareness Walk starting from the Court House and ending in Anderson Park on October 27, 2012 from 8:00am-12:00pm.

Wishing to speak:
Ashley and Richard Coone
907 S. Orange Ave.
Arcadia, FL 34266
Thanks for your time and consideration.

Ashley and Richard Coone
863-990-0527

9/27/2012

**City of Arcadia
Special Event Permit Application**

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

General Information

Applicant: Hand Of Angels Indi. Corp. 501c3

Contact: Terry B West

Address: 1224 SW Scott

City/State/Zip: Arcadia, FL

Telephone: Business Phone 863 494 0972 Home Phone 494 0972

Cell Phone 863 558 0882 Email Address TerryBWest

Fax Number _____

TWestB@Hand-of-angels.org

Name of Event: Week of The Family Fun Fair

Date(s) Requested: Saturday Nov 10, 2012

Location of Event: Lake Keith Riew Park

Brief Description of Event: Games, Exhibit for Family

Event Timeframe(s):

Setup: Date: Nov 10 Start: 8:00 am/pm End: 3:00 am/pm

Actual Event Time: Date: Nov 10 Start: 10:00 am/pm End: 1:00 am/pm

Cleanup: Date: Nov 10 Start: 2:00 am/pm End: 3:00 am/pm

Rain date: _____

Number of Expected Attendees/Participants: 250

Site plan attached? Yes No

Is the event open to the public? Yes No Fee? NO

Have you held this event previously? Yes No If yes, list dates 2010, 2011

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

Entertainment: Yes No If yes, see below

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

Children Entertainment

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

Games, Wellhome Made Games

no CARNIVAL / Rides OR Games

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

Type of system and name of contractor, if applicable _____

Special Effects: Yes No If yes, see below

Type of effects and name of contractor, if applicable _____

Location of special effects: _____

Parades: Yes No If yes, see below

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

Plan of route attached? Yes No

Proposed Retail Sales: Yes No If yes, see below

How many vendor locations do you plan to accommodate? _____

Type of vending (including number of each):

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

If miscellaneous, please describe in detail: _____

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

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

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

(Additional liability insurance may be required)

Type of organization serving alcohol: _____

Do you require City documentation for license? Yes No

Promotion:

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

Local

What type of publicity will be used? Newspaper

Telephone number to be released for public information: _____

Signage: Yes No If yes, see below

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

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

Facility Requirements: Yes No If yes, see below

Stages _____ **Tents** _____ **Fences** _____ **Booths** _____

Concession Stands _____ **Miscellaneous** _____

Describe in detail, including type and location _____

(Special building permits are required for certain temporary structures)

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

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

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

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

Port-O-Lets: Yes No If yes, see below

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

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

Sanitation Assistance: Yes No If yes, see below

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

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

If no, how will you be handling garbage and or recycling? _____

**(Please note that upon post event inspection or complaint due to unsatisfactory post event clean up - the city will charge event organizer for the time it takes to resolve the clean up issue).*

Traffic Alterations: Yes No If yes, see below

Describe in detail, including request for road closures _____

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

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

Yes No If yes, see site plans

Does your plan include on-site parking? Yes No

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

Does your plan include off-site parking? Yes No

Will you charge for off-site parking? Yes No

Will shuttles be used to transport? Yes No

Americans With Disabilities Act:

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

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

Handicap parking provisions? Yes No Yes, see site plan

Handicapped assistance? Yes No Yes, please describe

Security:

What are your plans for providing additional security? N/A

Emergency Fire/Medical Services:

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

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

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

Signature:

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

Signature of Applicant Trey B Ward Date 9/28, 2012

Title of Applicant/Affiliation Hand of Angels

Approved By: _____ Date _____, 20__

City of Arcadia



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: September 25, 2012

SUBJECT: Retiree RX Supplement

DISCUSSION: Currently the City pays the Retiree BCBS RX Supplement in the amount of \$40.00 per month. United Healthcare offers a range of RX Supplements from about \$30 to about \$120. The City needs to pick a monthly amount that it will offer all the retirees. It is suggested the same \$40.00 contribution be allowed under United Healthcare.

Tom Guidry with Desoto Insurance can better explain the situation and will be present for the meeting.



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: September 27, 2012

SUBJECT: Tractor Information

DISCUSSION: As directed quotes for used and new tractors were obtained. I inquired about an estimate to contract out the mowing to a private company but have not received the quote as of 5 pm Thursday, September 27, 2012. If it happens to come in I will provide copies prior to the meeting.

Several quotes are attached. A lot of the cost depends on the make, the model, the horsepower of the engine and PTO and any extras that may come with it. Examples of available used tractors are:

\$12,000 for a 51 eng/42 hp pto Kubota tractor with a 11' bush hog combo
\$25,000 for an approx. 120 hp John Deere model 4450
\$26,900 for a 95 eng Kubota tractor with loader attachment and bucket
\$35,925 for a 95 PTO hp John Deere model 6420
\$62,930 for a 100 PTO hp John Deere model 7130

New Tractors include:

John Deere 6430 99 PTO hp for \$62,961
John Deere 6115D 95 PTO hp for \$48,397

One other new tractor dealer in Ft. Myers did not respond to the quote requests.

Due to the amount of mowing, and if the city wishes to continue to utilize the 16' batwing bush hog we do own, the tractor should have no less than about 85/90 hp to operate that large of equipment. The first used tractor combo includes a turf mower which may mow better than the batwing bush hog but the entire unit is smaller and will require more time to mow the same amount of area.

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KUBOTA M4700

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Call for price

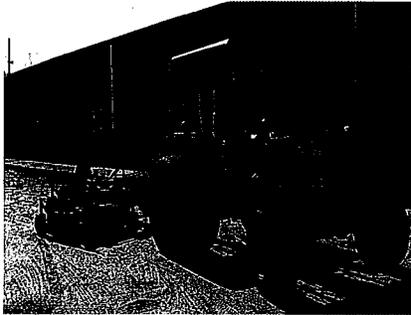
SELLER INFORMATION

King Equipment
6814 US Highway 27 South
Sebring, FL 33876



- Toll Free: (866) 285-7935
- <http://www.kingequipment.com>

**Prices and specs subject to change without notice



VEHICLE DETAILS

Year:
Make: KUBOTA
Model: M4700
Location: Sebring, FL
Type: AGRICULTURE



SELLER DESCRIPTION

KUBOTA M4700, * M4700 Kubota, diesel, 51 eng. / 42 pto hp, turf tires, new seat aluminum canopy, remote hydraulics Asking \$6800 * Bush hog turf mower model TDR 11, 11ft cut, like new condition, rear discharge with safety chains, and hydraulic lift Asking \$6800 Or you can purchase as a combo \$12,000 *prices and specs subject to change*

Printed on Sep-18-2012

Courtesy
EquipmentTraderOnline.com™

Equipment TraderSM

www.equipmenttraderonline.com[®]

JOHN DEERE 4450

Ad Listing ID: 100498819

\$25,000.00

SELLER INFORMATION

WCE

103 Washington St
Xenia, OH 45385



- Toll Free: (888) 332-4157
- <http://www.wce-equipment.com>

2 LOCATIONS TO SERVE YOU, Xenia, OHIO and Okeechobee, FLORIDA.....WANTED TO BUY: Used CAT Wheel loaders-910's, 930's etc..ALSO CAT Graders-12-2E-12F-12G etc.



VEHICLE DETAILS

Year:
Make: JOHN DEERE
Model: 4450
Location: Okeechobee, FL
Type: AGRICULTURE

~ 120 hp



SELLER DESCRIPTION

JOHN DEERE 4450, Power Shift trans., cab & air

Printed on Sep-25-2012

Courtesy
EquipmentTraderOnline.comTM

Print

<<< Back



2008 Kubota M9540HDC Tractor For Sale

Creel Tractor Company

Bob Popik, Jerry Purvis, Norm LoPresti, Brian Creel

3771 Palm Beach Blvd
Fort Myers, Florida, 33916
USA

OFFICE +1 239 694-2185 FAX +1 239-694-6059

TOLL FREE 800-282-7949

LANGUAGES SPOKEN English, Spanish
www.creeltractor.com



**Tractor
KUBOTA M9540HDC 4WD**

[Contact Dealer](#)

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SAY YOU SAW THIS ON EQUIPMENTLOCATOR.COM!!!

AVAILABILITY AND PRICE SUBJECT TO CHANGE AND/OR PRIOR SALE. SPECIFICATIONS AND EQUIPMENT CONFIGURATION IS SUBJECT TO CHANGE. PLEASE CONSULT A SALES PROFESSIONAL TO ENSURE THAT WEBSITE INFORMATION IS CORRECT AND UP-TO-DATE.

EQUIP. LOCATION	Fort Myers, Florida, USA		
MAKE	Kubota	CAB SEAT	Mechanical
MODEL	M9540HDC,Diesel,4WD	REAR TIRE/TRACK SIZE	18.4-30 70 %L 70 %R
YEAR	2008	SEAT CONDITION	Good
SERIAL#	57280	PTO	540
CATEGORY	For Sale	FRONT END LOADER	Yes
STATUS	On Yard	LOADER MAKE	Kubota
CLASS	Used	LOADER ATTACHMENT	Bucket
AVAILABLE	Immediately	LOADER CONDITION	Very Good
EST HOURS	830	TRANSMISSION	Standard
		LOADER CONDITION	Very Good
		PAINT CONDITION	Very Good
		SPEEDS FORWARD	8
		PAINT CONDITION	Very Good
		SPEEDS REVERSE	8
		CAB COND	Very Good
		SHUTTLE-SHIFT	Collar
		OVERALL CONDITION	Very Good
		DIFFERENTIAL LOCK	Yes
		PRICE	26900 USD 26900 USD
HORSEPOWER	95 Eng	3 POINT HITCH	Yes
ENCLOSURE	Cab/Air	FRONT TIRE/TRACK SIZE	12.4-24 70 %L 70 %R

NOTES ■ Machine has 8x8 Hydraulic Shuttle Transmission

J Jankosky

From: BRAD [BBURTSCHER@FIELDSEQUIP.COM]
Sent: Thursday, September 27, 2012 4:19 PM
To: J Jankosky
Subject: TRACTOR QUOTES

JUDI, GOOD AFTERNOON. FOLLOWING ARE SEVERAL TRACTORS THAT I AM QUOTING FOR YOU. I HAVE THESE INSTOCK AT THE ZOLFO SPRINGS LOCATION.

NEW JOHN DEERE 6430 STANDARD, 99 PTO HP
CAB, 4WD, 2 REMOTES, 16 SPEED POWER QUAD TRANSMISSION.
\$62,961.00 WITH YOUR GOV'T. DISCOUNT

NEW JOHN DEERE 6115D, 95 PTO HP
CAB, 4WD, 3 REMOTES, 9 SPEED POWER REVERSER TRANSMISSION.
\$48,397.00 WITH YOUR GOV'T. DISCOUNT

USED JOHN DEERE 6420, 95 PTO HP 4,488 HOURS
CAB, 4WD, 2 REMOTES, 16 SPEED POWER QUAD
\$35,925.00

USED JOHN DEERE 7130 STANDARD 100 PTO HP, 1100 HOURS, CAB, 4WD, 2 REMOTES, 16 SPEED POWER
QUAD
\$62,930.00

THANK YOU, BRAD BURTSCHER, FIELDS EQUIPMENT CO. ZOLFO SPRINGS, FL



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: September 26, 2012

SUBJECT: Air-Cadia Property Insurance

Last Council meeting a directive to ascertain the amount due from Air-Cadia regarding the fire/property insurance on the paint/maintenance hanger and terminal building was given.

I had prior discussions with Ms. Becky about the fire coverage and she was of the understanding that the City was providing the coverage but a dollar amount was never provided to them as the premium was a lump sum and was told by Ed Strube not to worry about it. Speaking to Lew Ambler the City has maintained fire coverage on the terminal and paint/maintenance hanger and has so since at least 1993/94 when the City switched to Desoto Insurance. Lew was been able to provide separate premiums for the buildings as follows:

Policy Year	Premium Terminal Building	Premium Maintenance/hanger Building
93-94	102	73
94-95	102	73
95-96	102	73
96-97	102	73
97-98	102	73
98-99	102	73
1999-2000	123	88
200-01	\$209	\$149
2001-02	\$209	\$149
2002-03	\$230	\$165
2003-04	\$288	\$206
2004-05	\$253	\$261
2005-06	\$304	\$305
2006-07	\$733	\$1,073
2007-08	\$584	\$722
2008-09	\$583	\$713
2009-10	\$601	\$2,654
2010-11	\$601	\$2,654
2011-12	\$699	\$3,140
<i>Past five years:</i>	<i>\$3,068</i>	<i>\$9,883</i>

PLANNING ADVISORY SERVICES AGREEMENT

with the

CITY OF ARCADIA

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **City of Arcadia** (hereinafter referred to as the "CITY").

BACKGROUND

- A. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and CITY staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Land Development Regulations, and Official Zoning Map; all of which is detailed in Attachment A, I-III – Scope of Work, and is a part of this Agreement.
- B. The CITY desires to engage the COUNCIL to update the Capital Improvements Element (CIE) to the Comprehensive Plan as detailed in Attachment A, IV – Scope of Work, and is a part of this Agreement.
- C. The CITY desires to engage the COUNCIL to provide specialized professional planning services to assist the CITY in preparing the Evaluation and Appraisal Report (EAR)-required Comprehensive Plan Amendments; which is detailed in Attachment A, V – Scope of Work, and is part of this agreement.
- D. The COUNCIL desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The CITY engages the COUNCIL to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes, and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the CITY.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for General Planning Services (I-III in Attachment A) and the Specialized Planning Service to prepare the Capital Improvement Element Update (IV in Attachment A) and to prepare the Evaluation and Appraisal Report-required amendments (V in Attachment A) is **\$30,000 (thirty thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for both the Generalized and Specialized Planning Services of **\$30,000 (thirty thousand dollars)** to be paid in four (4) payments, beginning October 15, 2012 with a final payment due July 1, 2013. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

October 15, 2012	\$7,500
January 1, 2013	\$7,500
April 1, 2013	\$7,500
July 1, 2013	\$7,500

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this agreement.

V. MODIFICATION OF AGREEMENT

- A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the CITY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement for cause upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

VIII. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all writings, maps, charts, reports, findings, and other relevant non-copyrighted material shall become the property of the CITY upon final payment for the services included herein.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the CITY and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

CITY OF ARCADIA

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

By: _____
Patricia M. Steed, Executive Director

Witness

Witness

Approved as to legal form and sufficiency:

City Attorney

Council Attorney

**City of Arcadia
SCOPE OF WORK FOR FY 2012-2013**

GENERAL PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

- A. The COUNCIL shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.
- B. The COUNCIL shall provide technical assistance to the elected officials, Planning and Zoning board and CITY staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).
- C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Regulations.
- D. The COUNCIL shall coordinate training sessions on State statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary.

II. ROUTINE MAPPING (ON GIS BASE MAP)

- A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
- B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.

III. LARGE SCALE PLAN REVIEW

The COUNCIL shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and (e) consistency with the Land Development Regulations and Comprehensive Plan.

SPECIALIZED PLANNING SERVICES

IV. CAPITAL IMPROVEMENTS ELEMENT (CIE)

The COUNCIL will coordinate the tasks below in order to update the Capital Improvements Element of the Comprehensive Plan.

- A. Prepare an updated Capital Improvements Element and five-year schedule.
- B. Prepare a sample ordinance to be used for adoption of the Capital Improvements Element.

The COUNCIL will work with the CITY to obtain all necessary information in updating the Capital Improvements Element of the Comprehensive Plan, and attend public hearings related to the adoption of the Capital Improvements Element, as requested by the CITY.

V. EVALUATION AND APPRAISAL REPORT (EAR)-REQUIRED COMPREHENSIVE PLAN AMENDMENTS

The COUNCIL shall work with CITY to prepare and adopt the Evaluation and Appraisal Report-required Comprehensive Plan Amendments consistent with the recommendations of the 2012 EAR Letter.

- A. Prepare any necessary data and analysis to support EAR-required amendments.
- B. Draft text and/or map amendments based upon data and analysis and findings and recommendations of the EAR.
- C. Schedule required EAR-required amendments hearings.
- D. Hold transmittal public hearings with the Planning and Zoning Board and City Council on the draft amendments. (Prepare required notice.)
- E. Transmit EAR-required amendments package and ordinance to Department of Economic Opportunity (DEO).
- F. Revise the Plan and Amendments based on the comments provided by the review agencies.
- G. Hold an adoption public hearing with the City Council to adopt the Plan Amendments. (Prepare required public notice.)
- H. Submit the final adopted Amendments to DEO.

How Citizens Participate in City Government

It is very important for residents to participate in the activities of their city government. Policies and major decisions of the city are made by city officials with the input of city residents. It is important for citizens to know how their government works and get involved because these decisions impact the lives of all residents.

The following are some ways you can get involved in your city government:

- 🗳️ Voting for someone running for office, or voting for or against an issue that will affect you and all city residents. You must be 18 years old to register to vote.
- 🗳️ Attending and speaking at a city public hearing.
- 🗳️ Writing letters or calling your city officials about an issue that affects you.
- 🗳️ Serving on a city advisory committee and/or board. These are usually set up by the city council/commission to deal with an issue or problem and are made up of both citizens and city council/commission members. Some examples are the Planning and Zoning Board and the Recreation Advisory Committee.
- 🗳️ Running for an elected office, such as mayor or council/commission.
- 🗳️ Working for the city. There are many different types of jobs with city government – accountants, managers, engineers, secretaries, firefighters, police officers, planners and many more.
- 🗳️ Serve as a volunteer in a city department such as parks and recreation.

© istockphoto/Kativ

Student Activities

2nd Grade

- 🗳️ Brainstorm what students think an elected official is. Ask an elected city official to speak to the class about why he/she ran for public office.
- 🗳️ Hold a mock city election in the class.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT (hereinafter "Contract") made and entered into the ___ day of _____, 2012 by and between **KIMLEY-HORN AND ASSOCIATES, INC.**, a Florida corporation, 3675 Innovation Drive, Lakeland, FL 33812 (hereinafter "Engineer") and the **CITY OF ARCADIA**, a Florida municipal corporation, 23 North Polk Avenue, Arcadia, FL 34266 (hereinafter "City"), for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT AND LIMITATIONS

City intends to enter into a contract with Engineer for provision of Continuing Engineering Services, including services by the Engineer provided pursuant to the Consultant's Competitive Negotiation Act, Florida Statutes § 287.055 ("CCNA"), and the payment for those services by City as set forth below. Except in cases of valid public emergency, the City shall comply with the CCNA for all engineering services with good faith estimated construction costs above the minimum CCNA level threshold amount provided in § 287.017 for category five (currently \$250,000) or for a planning or study activity when the fee for Engineer services exceeds the threshold amount provided in § 287.017 for category two (currently \$25,000). Except in cases of valid public emergency, the Engineer shall not submit a Project Authorization with good faith construction costs exceeding \$2,000,000, or for study activity if the fee for Engineer services for each individual study under the contract does not exceed \$200,000. The parties agree that projects below the limits of the CCNA may be procured only according to City Code and practices, and for projects above the CCNA limits for continuing contracts shall be separately procured as required by CCNA.

II. SCOPE OF SERVICES

The Engineer shall provide engineering services in all phases of any Project for which a written Project Authorization has been issued by the City pursuant to this Contract as hereinafter provided. These services will include serving as City's Engineer consulting representative for the Project, providing Engineer consulting consultation and advice and furnishing customary professional engineering services and customary services incidental thereto as described in the Project Authorization. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Project Authorization.

Section 1. Scope of Service

Engineer shall work with the City Public Works Director, City Attorney, City Administrator or other City staff in advising the City and the City Council regarding engineering services. The services will be those customarily attendant to Civil and Sanitary engineering services including, but not limited to the following:

- A. Preparation of roadway location or alignment studies;
- B. Preparation of roadway design;
- C. Preparation of land acquisition documents;

- D. Preparation of a hydrologic and hydraulic studies'
- E. Preparation of storm drainage system design;
- F. Preparation of new or retrofit storm water management design;
- G. Preparation of new or retrofit water and wastewater infrastructure;
- H. Preparation of floodplain studies;
- I. Preparation and procurement of requisite environmental permit applications;
- J. Preparation of traffic counts;
- K. Preparation of traffic studies and analysis;
- L. Preparation of maintenance of traffic design;
- M. Preparation of structural studies and design for bridges, culverts and retaining walls;
- N. Preparation of construction documents;
- O. Preparation of cost estimates;
- P. Grant and other funding source application writing assistance;
- Q. Grant administration assistance;
- R. Construction management;
- S. Bidding;
- T. Subsurface exploration;
- U. Material testing;
- V. Surveying;
- W. Legal description production and evaluation;
- X. Presentation to City Council, staff and the public of reports, plans and exhibits;
- Y. Preparation of as-built plans;
- Z. Review of plans, specification and estimates developed by others; and
- AA. Other customary professional engineering services.

III. GENERAL PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Engineer. Term of this Contract shall be for an initial period of five (5) years with the option of two (2) additional two-year renewal periods, upon the mutual agreement of the parties.

1.2 Project Authorization

Each "Project Authorization" shall specify the Period of Service agreed to by the City and the Engineer for services to be rendered as specifically described in each said "Project Authorization." The terms of such engineering services under an approved Project Authorization shall be according to this Contract first, then as provided within the Project Authorization. In the event of a conflict of terms, the terms of this Contract shall prevail.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Engineer for services under each Project Authorization. The fee due to the Engineer shall be set forth in each Project Authorization and shall be in accordance with Engineer's personnel hourly rate schedule formalized in Exhibit "C" to this Contract, as amended in writing from time to time. Engineer's personnel hourly rate schedule may be updated no more than annually, with prior concurrence of the City Council.

2.2 Invoices

Engineer shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Except for lump sum contracts, each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

The payment schedule for services rendered shall be set forth in each Project Authorization.

Section 3. Reimbursable Expenses

Engineer shall be reimbursed only for approved out-of-pocket expenses directly chargeable to the Project, at actual cost incurred. Reimbursable expenses will include travel, lodging and meals when traveling at the City's request and on the City's behalf.

Section 4. Additional Services

4.1 Changes in Scope/Conditions

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the Engineer, or a written request for a change in the scope of concept of the Project initiated by the City, or services that are required by changes in the requirements of public agencies, after work on this Contract has commenced.

4.2 Hazardous Substances

Unless otherwise described in the Project Authorization, it is acknowledged by the parties that Engineer's scope of services does not include any services related to Hazardous Substances. For the purpose of this Contract, Hazardous Substances means any substance, product, waste or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material and PCBs) which is or becomes listed, regulated or addressed pursuant to

(a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Material Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material. If Engineer encounters an undisclosed unlawful condition regarding such Hazardous Substances, or if investigative or remedial action, or other professional services are necessary with respect to disclosed or undisclosed Hazardous Substances, then Engineer shall notify the City and if required by law, appropriate regulatory agencies, and may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until City retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Substance as necessary to ensure compliance with the law.

Section 5. Ownership of Original Documents

All analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Engineer's services or have been created during the course of the Engineer's performance under this Contract are instruments of professional service. Such documents are the property of and shall be delivered to the City after final payment is made to the Engineer. The City shall release Engineer from any liability associated with plans reused or revised without Engineer's consultation.

Section 6. Termination

6.1 Termination for Convenience

Either party, upon a seven (7) day written notice to the other party, may terminate this Contract with or without cause. In the event of any termination, Engineer shall be paid for all services rendered to the date of termination including all reimbursable expenses.

Section 7. City's Obligations

7.1 Data to be Furnished

The City shall provide Engineer with all data, studies, existing surveys, plats and all other pertinent information concerning the Project in the possession of the City upon request.

7.2 Designated Representative

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 8. Parties Bound by Contract

8.1 Parties to the Contract

The parties bound by this Contract are the Engineer and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest associated with the Contract may not be assigned, sublet or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Engineer from employing such independent engineers, associates and subcontractors as Engineer may deem appropriate to assist in the performance of the services hereunder.

8.3 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Engineer and the City.

Section 9. Indemnification

Engineer assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by Engineer or Engineer's employees, and Engineer shall to the fullest extent allowed by Florida Statutes § 725.08 and other applicable law, indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Engineer.

Engineer shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this section.

Section 10. Insurance

10.1. The Engineer shall procure and maintain, for the duration of the Contract, insurance as provided herein. The cost of such insurance shall be borne by the Engineer. Failure to comply with these insurance requirements shall constitute cause for cancellation of the Contract and withholding of payment pending assurance of Engineer's ability to pay any intervening liability.

10.2 The Engineer shall furnish certificate(s) of insurance to the City, attached as Exhibit "D" hereto. The certificate(s) shall clearly indicate the Engineer has obtained insurance of the type,

13.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. No verbal agreement by the City or the City's representative identified herein shall be binding or enforceable against the City.

Section 14. Document a Result of Mutual Draftsmanship

The terms and conditions in this Contract are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Contract or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all terms of this Contract were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its own interest.

Section 15. Exhibits

The following Exhibits are incorporate by reference or attached hereto and made a part of this Contract:

- Exhibit "A" - "Proposal as Submitted by Engineer and Accepted by City"
- Exhibit "B" - "Original Request for Proposal as Issued by City, including all Addenda"
- Exhibit "C" - "Engineer's Personnel Hourly Rate Schedule"
- Exhibit "D" "Insurance Certificates"

IN WITNESS WHEREOF, the City and the Engineer have made and executed this Contract the day and year first above written.

Attest:

CITY OF ARCADIA, FLORIDA

By: _____
Virginia Haas, City Recorder

Keith Keene, Mayor

APPROVED AS TO FORM
AND CORRECTNESS

THOMAS J. WOHL, CITY ATTORNEY

Two Witnesses as to Engineer:

**KIMLEY-HORN AND ASSOCIATES,
INC., a Florida corporation**

(Printed Name) _____

By: _____
John C. Atz, as its President

(Printed Name) _____

(corporate seal)

H:\T\Arcadia, City of\AGREEMENT FOR ENGINEERING SERVICES.doc



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: September 26, 2012

SUBJECT: Arcadia Ballfields

DCAAA is requesting to construct a metal roofover for each set of bleachers and an open metal roofover in order to provide a cookout area at the Arcadia Ballfields. Attached are an example of the plans and material list being proposed. As this proposed construction is on City property City Council needs to make the decision on the request.

It needs to be brought to Councils attention that there have been some ongoing issues with scheduling of the fields. Item 11 of the contract between the City and DCAAA states that a schedule of activities will be submitted each month to the City by the 15th of the preceding month thus avoiding conflicts with other organizations that may seek use. For a long while the City received no schedules, not from a lack of asking, which then item 11 states if a schedule is not received by the 15th of the preceding month the reservation of the fields is a first come, first served basis. Another organization called and requested use of some of the fields for training last winter/spring which ultimately created some conflicts; however, no schedule was submitted to the City thus the fields were available. This did not go over well with DCAAA but the City had no notice of scheduled events and had every right to reserve the fields for another organization. The latest schedule the city received was for September 2012. As no schedule for October 2012 has been received the reservations of the fields are currently a first come, first served basis for October. If someone were to call the City today the City would have the right to reserve any or all of the fields for anyone else thus blocking DCAAA from their scheduled activities. I am sure the City does not want to see DCAAA not utilize the fields but it is very important that staff receive a monthly schedule of dates and times so scheduling conflicts do not occur.

Attached is the last schedule the City received. Also, DCAAA has been asked on several occasions to provide not only the day but the times during those days. The attached schedule essentially shows 24 hour days as being utilized and that is just not the case.

The City has also received complaints that DCAAA has stated the fields are for their use only. Again, this is not the case and a more detailed schedule is requested.

It may be important that DCAAA understands that if they construct these roofovers they may be doing it for another organization if they do not submit a schedule of activities as the contract requires.

CITY OF ARCADIA ZONING/UTILITY CLEARANCE REQUEST
Please allow a minimum of 48 business hours before calling to check on status

Property Owner's Name City of Arcadia Date 9-14-12
Parcel (Tax ID) Number 303725 0A0012900000 Parcel square footage _____
Property physical address N Arcadia Ave

Is the request for a principal structure or accessory structure? _____

Mailing address PO Box 351 City Arcadia State FL Zip 34265

Contact person's name Tom Cullen Phone 863 494 1678

Fax () _____ Email aceshed@embargmail.com

Detailed description of the permit being requested (examples: new construction, window replacement, shed, carport, roof, additions, demolition of which structure)?

Required documents: Site plan (must include all existing structures and proposed structures, any wells or septic tanks, setbacks, separation distances) and Property Card from www.desotopa.com

NOTICE

All zoning determinations prepared by the Zoning Department are based on the Code of Ordinances as amended and adopted by the City Council and pertain to properties located in the incorporated areas of the City of Arcadia. The Code Enforcement Department in conjunction with the Zoning Department enforces the Code of Ordinances but has no authority to deviate from them. Appeals should be made to the proper governing body. Federal Law requires that a flood insurance policy be obtained as a condition of a federally backed mortgage or loan for buildings in a Special Flood Hazard Area as deemed on the FIRM (Flood Insurance Rate Map). It is up to the Lender to determine whether flood insurance is required for the property.

\$45 Fee Paid: _____ Date _____

Zoning District _____ Property is conforming size for zoning? Yes _____ No _____

Principal Structure Setbacks: Front Yard _____ Side Yard _____ Rear Yard _____ Side Street Yard _____

Accessory Structure Setbacks: Front Yard _____ Side Yard _____ Rear Yard _____ Side Street Yard _____
Between Structures _____

Flood Zone: _____ Elevation Certificate Needed _____ No-Rise Certificate Needed _____

Is parcel within Historic District: Yes _____ No _____ Certificate of Appropriateness required _____ Date Received _____

Backflow Preventer Needed: _____ Water/Sewer Tap Required: _____ Existing or Connection/Tap Fee Attached _____

All of the City of Arcadia zoning regulations and utility inspections have been reviewed and completed.
A Certificate of Appropriateness has been obtained if required.

Zoning/Utility Clearance Request Approved: _____ Date _____

SITE PLAN

Indicate the location of all existing and proposed buildings and structures on this property. Show location of existing and proposed driveways, street parking, and any wells or septic tanks. You MUST show, in feet, the distance from each of the buildings and structures to the property lines AND to any other buildings or structures.

Rear of Property

Actual or proposed rear yard setback (distance from buildings/structures to rear property line)
_____ ft

Actual or proposed side yard setback
_____ ft



All area are over 20" from property lines

Actual or proposed side yard setback
_____ ft

cover over code area

lean too over Bleachers

Actual or proposed front yard setback _____ ft

FRONT OF PROPERTY IS DEEMED TO BE THE STREET/ACCESS SIDE OF PROPERTY

Width of lot in feet _____ Depth of lot in feet _____

SITE PLAN

Indicate the location of all existing and proposed buildings and structures on this property. Show location of existing and proposed driveways, street parking, and any wells or septic tanks. You MUST show, in feet, the distance from each of the buildings and structures to the property lines AND to any other buildings or structures.

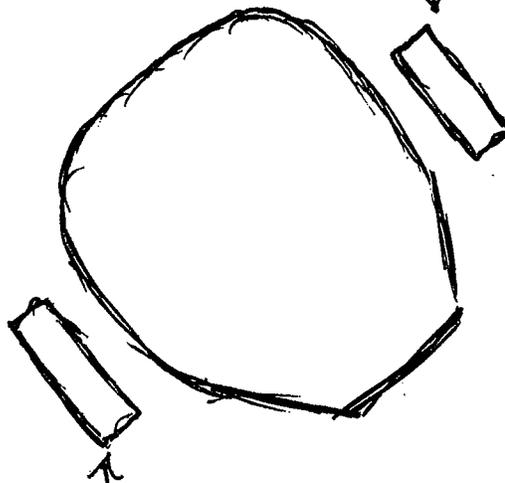
Rear of Property

Actual or proposed rear yard setback (distance from buildings/structures to rear property line)
_____ ft

All area are over 20' From property lines
lean too over Bleachers

Actual or proposed side yard setback
_____ ft

Actual or proposed side yard setback
_____ ft



lean too over bleachers

Actual or proposed front yard setback _____ ft

FRONT OF PROPERTY IS DEEMED TO BE THE STREET/ACCESS SIDE OF PROPERTY

Width of lot in feet _____ Depth of lot in feet _____



USA STEEL BUILDINGS, Inc.



16398 FANCY GAP HIGHWAY • CANA, VA 24317

Local: 276-755-2030

Toll Free: 800-998-2534

Fax: 276-755-2014

Ace sheds

863 494 1678

9-14-12

DEALER NAME

DEALER PHONE NUMBER

DATE

COUNTY Desoto

CUSTOMER NAME DCYA - Jim Space Park

ADDRESS Acadia Ave City Acadia State FL Zip 34266

PHONE (DAY) (EVENING) Other

Carport Size 1-10x15 4-12x26 Leg Height Ga. 14 12

Top Color

Trim Color

Option Features lean toos

Mike 990 7435

CHECK BOX FOR BARN STYLE

REGULAR STYLE BOX EAVE VERTICAL ROOF VERTICAL SIDES / ENDS

ELECTRICITY AVAILABLE YES NO INST. CEMENT GROUND OTHER

Customer responsible for obtaining local permits, covenant searches, right of way or setback restrictions. Please inform the installer of any underground cables, gas lines, or any other utility lines. USA Steel Buildings, Inc. will not be held responsible for any damage to the previously mentioned utilities. Unlevel lot voids warranty. USA Steel Buildings, Inc. will not be responsible for down payment refunds.

Lot Must Be Level

Or unit will be installed "AS IS" on lot.

Customer Service Will Contact (YOU) For An Appointment

Any installation concerns must be reported within 30 days to USA Steel Buildings, Inc. USA Steel Buildings, Inc. is not liable for any damage as a result of any inclement weather.

Customer expressly agrees that the carport/garage shall remain property of USA Steel Buildings, Inc. until payment is made in full. This does not relieve the customer from liability for specific performance of the contract, including legal fees and court costs, at the seller's option. USA Steel Buildings, Inc. reserves the right to cancel any order. Prices subject to change.

NOTE: FRAMES ON ALL BUILDINGS ARE 20', 25', 30', 35', 40', ETC., IN LENGTH. HORIZONTAL PANEL ROOFS HAVE A 6" ROOF OVERHANG ON FRONT AND BACK. VERTICAL ROOFS DO NOT HAVE OVERHANG ON FRONT OR BACK. BASE PRICE REFLECTS HORIZONTAL ROOF UNITS.

I have read and completely understand the above information and give my approval for installation of the above listed unit.



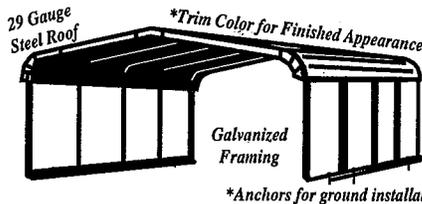
(Customer Signature)

Balance to be paid in full at time of completion of building, to USA Steel Buildings, Inc. by Cashiers Check, Money Order, Visa, Master Card or Discover Card. NO CASH OR PERSONAL CHECKS PLEASE! No refunds on Special Orders or Down Payments!

With Customer present at time of installation, customer will sign below to signify acceptance of unit.

CUSTOMER SIGNATURE _____

INSTALLER SIGNATURE _____



Option Features

14 gage	
1-10x15	845.00
7-6 legs	
12 gage	
4-12x26	6180.00
11-10 legs	
4x26	360.00
panels	
	7385.00
5% discount	369.25
Price	7015.75
Co. Tax	ex
St. Tax	
TOTAL	7015.75
10% DOWN PAYMENT BEFORE TAX	
BALANCE DUE	

PAY NO MORE THAN 10% TO DEALER AT TIME OF PURCHASE

DATE ___/___/___

FL Lic. # SCC131151034

Cashiers Check Money Order

08/12

Desoto County Adult Athletic Association

September 2012

Field 1

S	M	T	W	T	F	S
		Shockers				1
2	3	X	5	X	7	X
9	10	X	12	X	14	X
16	17	X	19	X	21	X
23	24	X	26	X	28	X
30		X				

Field 2

S	M	T	W	T	F	S
		DC Youth League				1
2	3	Fall Ball	5	6	7	8
9	10	Fall Ball	12	13	14	15
16	17	Fall Ball	19	20	21	22
23	24	Fall Ball	26	27	28	29
30						

Field 3

S	M	T	W	T	F	S
		DC Youth League				1
2	3	Fall Ball	5	6	7	8
9	10	Fall Ball	12	13	14	15
16	17	Fall Ball	19	20	21	22
23	24	Fall Ball	26	27	28	29
30						

Field 4

S	M	T	W	T	F	S
		Mens League				1
2	3	Mens League	5	6	7	8
9	10	Mens League	12	13	14	15
16	17	Co-ed League	19	20	21	22
23	24	Co-ed League	26	27	28	29
30						

Field 5

S	M	T	W	T	F	S
		Mens League				1
2	3	Mens League	5	6	7	8
9	10	Mens League	12	13	14	15
16	17	Co-ed League	19	20	21	22
23	24	Co-ed League	26	27	28	29
30						



MEMORANDUM

TO: Arcadia City Council

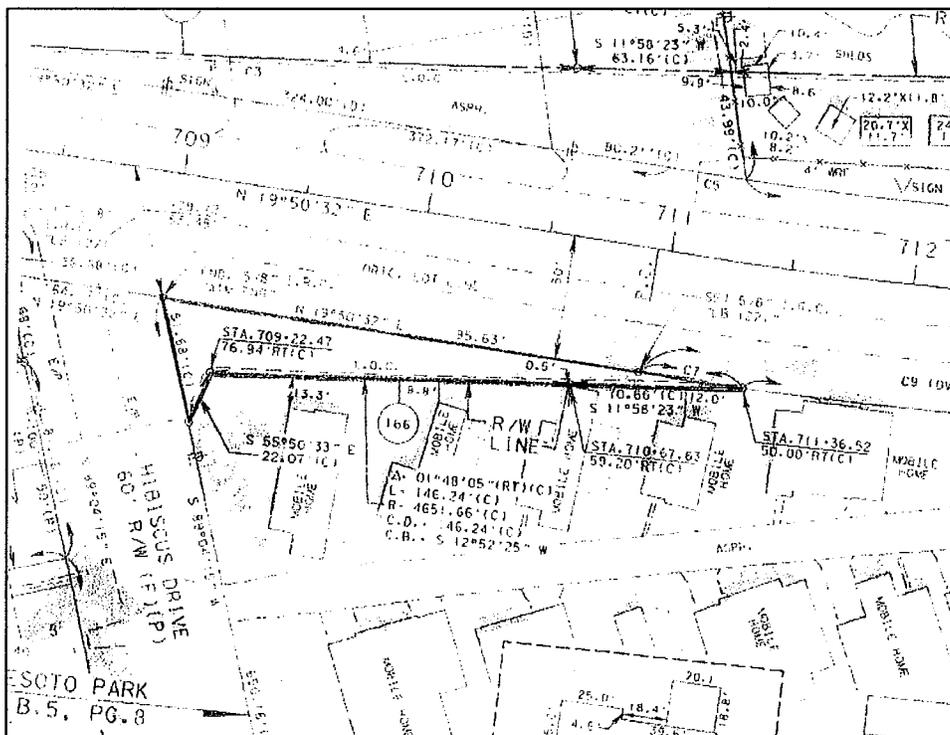
FROM: Judi Jankosky, City Administrator 

DATE: September 27, 2012

SUBJECT: MHP and Hwy 17 Widening Update

As mention about three months ago, the FDOT will need to secure additional right-of-way from the City of Arcadia at the northeast corner of 17 and Hibiscus Drive. A sketch of the area is below.

I met with Mr. Mohammad Faramarzfar with the Florida Department of Transportation regarding the MHP and Hwy 17 widening again last week. The FDOT is still proposing to construct a noise barrier wall along the western boundary of the right of way line. This wall will cost approximately \$400,000 and will be constructed so that no mobile homes will have to be removed or relocated. The appraisal for the below parcel has been completed and the estimate of value is \$7,800. The FDOT is able to place an offer on the table to purchase the below parcel for \$7,800; however, Mr. Faramarzfar also asked that the City consider donating the land. Both the purchase agreement and donation of property paperwork are included in your packet.





Florida Department of Transportation

RICK SCOTT
GOVERNOR

801 North Broadway Avenue
Bartow, Florida 33830

ANANTH PRASAD, P.E.
SECRETARY

September 26, 2012

The City of Arcadia
Honorable Mayor Keith Keene
C/O Ms. Judith Jankosky, Interim City Administrator
23 N. Polk Ave.
Arcadia, FL 34266-3953

Item/Seg. Number : 1938982
FAP : TCSP 051 U
County : DeSoto
State Road Number : 35 (US 17)
Parcel Numbers : 166

Dear Honorable Mayor Keene

As you know, the Florida Department of Transportation (FDOT) is in the process of acquiring properties for State Road 35 (US 17) road widening project from two lanes to four lanes.

As part of the road widening project, FDOT needs to acquire 3,639 square feet of strip taking from the City of Arcadia (Arcadia Mobile Home and RV Park) along side of US 17. FDOT is requesting that the City of Arcadia to donate the subject parcel to FDOT for the proposed road widening project.

Please note that the Department is planning to install a noise barrier, which is approximately 980 feet long within the FDOT right of way, approximately five feet inside the right of way line, along the Arcadia Mobile Home Park.

It should be noted that currently two of the mobile homes located at the RV Park are encroaching FDOT right of way line and according to the Department's Project Manager, the two mobile homes are not required to be relocated.

For your reference, I have attached a copy of construction plans depicting the proposed noise barriers in red line, also a copy of right of way maps showing the proposed acquisition area.

Should you need additional information, please contact me at (863) 519-2450.

Thank you for your cooperation in this matter.

Sincerely,

Mohammad R. Faramarzifar
Right of Way Agent

MRF/jps
Enclosures

cc: Records Management, Daily



Florida Department of Transportation

RICK SCOTT
GOVERNOR

801 North Broadway Avenue
Bartow, Florida 33830

ANANTH PRASAD, P.E.
SECRETARY

September 26, 2012

The City of Arcadia
Honorable Mayor, Keith Keene
c/o Ms. Judith Jankosky, Interim City Administrator
23 N. Polk Ave.
Arcadia, FL 34266-3953

Item/Seg. No : 1938982
FAP : TCSP 051 P
County : DeSoto
SR# : 35 (US 17)
Parcel : 166

Dear Mayor Keene:

As the property owner of the above referenced parcel, you were notified that the Department of Transportation would need to acquire 3,639 SF for the construction of the road project. We have received the Department's appraisal report which provides an estimate of value for this needed area.

As part of this offer, the Department will be providing the following documents:

PURCHASE AGREEMENT – This letter provides an explanation of the property and improvements to be acquired. The summary of values is based on the Department's approved appraisal.

STATEMENT OF OFFER – This letter provides an explanation of the property and improvements to be acquired. The summary of values is based on the approved appraisal. Please sign and return one copy of this letter to acknowledge receipt of this offer. This is not an agreement and in no way will bind you to a settlement.

DONATION LETTER – In the event you wish to donate the needed property to the State of Florida, this letter will need to be executed.

TAXPAYER IDENTIFICATION NUMBER/VENDOR FORM – This form will be completed and must accompany the Offer and Purchase Agreement in order to request the warrant. This information is required by law under Internal Revenue Service Code, Section 6045(e).

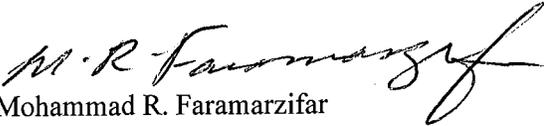
PARCEL INFORMATION SHEET – Provides the legal description of the area being acquired and identifies any other interest that may encumber title to this property.

APPRAISAL/APPRAISAL RECEIPT LETTER – A copy of the appraisal is being hand delivered to you, and the Appraisal Receipt letter will need to be signed by you.

RELOCATION NOTICES – if applicable

I thank you for this opportunity to meet with you to present the Department's offer. If you find that you have any questions regarding our meeting or any of the forms presented, please feel free to contact me at (863) 519-2450.

Sincerely,


Mohammad R. Faramarzifar
Right of Way Agent

Enclosures: Purchase Agreement
Statement of Offer
Donation Letter
Taxpayer Identification Number/Vendor Form
Parcel Information Sheet
Appraisal/Appraisal Receipt Letter
Relocation Notices If Applicable

cc: Records Management

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

ITEM SEGMENT NO.: 1938982
DISTRICT: ONE
FEDERAL PROJECT NO.: TCSP 051 U
STATE ROAD NO.: 35 (US 17)
COUNTY: DESOTO
PARCEL NO.: 166

Seller: The City of Arcadia, a Municipal Corporation

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Estate being purchased: Fee Simple Permanent Easement Temporary Easement Leasehold

(b) Real property described as: 3, 639 square feet of land

(c) Personal property: _____

(d) Outdoor advertising structure(s) permit number(s): _____

Buildings, structures, fixtures and other improvements owned by others: _____

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) **Real Property**

Land 1. \$ 2,800.00
Improvements 2. \$ 5,000.00
Real Estate Damages 3. \$ _____
(Severance/Cost-to-Cure)

Total Real Property 4. \$ 7,800.00

(b) **Total Personal Property** 5. \$ _____

(c) **Fees and Costs**

Attorney Fees 6. \$ _____
Appraiser Fees 7. \$ _____

_____ Fee(s) 8. \$ _____

Total Fees and Costs 9. \$ 0.00

(d) **Total Business Damages** 10. \$ _____

(e) **Total of Other Costs** 11. \$ _____

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 7,800.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ _____

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ _____

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Seller agrees the purchase price reflected in paragraph II above includes compensation for all fees, costs & business damage claims, if any.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page _____ is made a part of this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Buyer

Signature Date

State of Florida Department of Transportation

Type or print name

BY: _____
Signature Date

Signature Date

Type or print name and title

Type or print name

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

BY: _____
Signature

Type or print name and title

Legal Review: _____
Date

Type or print name and title

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

Type or print name

Signature Date

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Signature Date

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Signature Date

Type or print name

STATEMENT OF OFFER

The City of Arcadia
Honorable Mayor, Keith Keene
c/o Ms. Judith Jankosky, Interim City Administrator
23 N. Polk Ave.
Arcadia, FL 34266-3953

ITEM/SEGMENT NO.: 1938982
DISTRICT: ONE
FEDERAL PROJECT NO.: TCSP 051 U
STATE ROAD NO.: 35 (US 17)
COUNTY: DESOTO
PARCEL NO.: 166

Dear Mayor Keene:

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is: Fee Simple

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any: Clearing & Grubbing, Silt Fencing, Site Grading, 8' High PT pole with electric panel, 15-Gallon Red maple Tree, Large Cactus, Avocado Tree, Crepe Myrtle, Citrus Tree, St Augustine grass, and Fine Grading

The following items were excluded: N/A

You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	\$ <u>2,800.00</u>
Improvements	\$ <u>5,000.00</u>
Real Estate Damages	\$ _____
Total	\$ <u>7,800.00</u>

This statement of offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:

Jennie RiChard, Acquisition Administrator, Right of Way
at (863) 519-2489

Yours very truly,



Gregory C. Bowne
District Right of Way Manager
By: Mohammad R. Faramarzifar
Right of Way Agent

P. Conroy (AS TO FORM)
Legal Review

DON GNWAS SARTY
Type or Print Name

9/13/2012
Date

M-R Faramarzifar
Delivered By

Mohammad FARAMARZIFAR
Type or Print Name

9/26/2012
Date

Receipt Acknowledged By

Type or Print Name

Date



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

801 North Broadway Avenue
Bartow, Florida 33830

**ANANTH PRASAD, P.E.
SECRETARY**

Donation of Property to the Florida Department of Transportation

The City of Arcadia
Honorable Mayor, Keith Keene
c/o Ms. Judith Jankosky, Interim City Administrator
23 N. Polk Ave.
Arcadia, FL 34266-3953

ITEM/SEGMENT NO.:	<u>1938982</u>
MANAGING DISTRICT:	<u>ONE</u>
F.A.P. NO.:	<u>TCSP 051 U</u>
STATE ROAD NO.:	<u>35 (US 17)</u>
COUNTY:	<u>DESOTO</u>
PARCEL NO.:	<u>166</u>
INTEREST CONVEYED:	<u>FEE SIMPLE</u>

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
 RIGHT OF WAY
 08/09

The City of Arcadia
 Honorable Mayor, Keith Keene
 c/o Ms. Judith Jankosky, Interim City Administrator
 23 N. Polk Ave.
 Arcadia, FL 34266-3953

ITEM/SEGMENT NO.: 1938982
 MANAGING DISTRICT: ONE
 F.A.P. NO.: TCSP 051 U
 STATE ROAD NO.: 35 (US 17)
 COUNTY: DESOTO
 PARCEL NO.: 166

Dear Vendor:

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name	Phone Number
Business Name, if different from above	Phone Number
Address (number, street, and apt. or suite no.)	OWNERSHIP INTEREST <input type="checkbox"/> Sole Owner <input type="checkbox"/> Part Owner with _____ % interest <input type="checkbox"/> Not Applicable (Vendor Only)
City, State, and ZIP Code	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): _____ - _____ - _____

For other entities, it is your employer identification number (EIN): _____ - _____

If you do not have a TIN, see attached instructions for **How to get a TIN.**

Below, choose one number that accurately describes the business or the individual.

- 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION
 (A corporation formed under the laws of any state within the United states.)
- 2 - NOT FOR PROFIT CORPORATION (Section 501(c)(3) Internal Revenue Code)
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC
- 4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC
- 5 - NONCORPORATE RENTAL AGENT
- 6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
- 7 - FOREIGN CORPORATION OR ENTITY (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
 Is income effectively connected with business in the United States? YES NO
- 8 - NONRESIDENT ALIEN (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

Certification.

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here _____ Date _____
 Title _____ Email (optional) _____

Instructions for Names and Taxpayer Identification Numbers

575-030-27
RIGHT OF WAY
08/09

1. **Individuals** should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.
2. **Married couples** should give the name and SSN of either person.
3. **Custodian accounts (guardianship)** must give the ward's name and SSN. Do not furnish the TIN of the guardian.
4. For a **trust account that is not a legal or valid trust under state law**, give the name and SSN of the actual owner.
5. **Limited liability company (LLC) - If a single-member LLC** (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.
6. For a **sole proprietor or a single-owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.
7. For a **valid trust**, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.
8. For an **estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.
9. For an **association, club, religious, charitable, educational, or other tax-exempt organization**, give the name and EIN of the organization.
10. For a **partnership or multi-member LLC** give the name and EIN for the partnership, or LLC.

If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

PARCEL INFORMATION SHEET

FP NO. 1938982 SECTION 04020-000 STATE ROAD NO. 35(US17) COUNTY Desoto

DESCRIPTION

PARCEL 166.1

RIGHT OF WAY

That portion of the northeast 1/4 of Section 1, Township 38 South, Range 24 East, Desoto County, Florida.

Being described as follows:

Commence at the southwest corner of the northeast 1/4 of said Section 1; thence along the south line of said northeast 1/4, South 89°59'09" East a distance of 1,360.98 feet to the survey base line of State Road 35(US 17); thence along said survey base line North 19°50'32" East a distance of 148.36 feet; thence North 89°04'15" East a distance of 53.48 feet to an intersection with the southerly existing right of way line of said State Road 35 (per R/W Map Section 04020-2520) and the north right of way line of Hibiscus Drive (per Plat Book 5, Page 8, Public Records of Desoto County, Florida) for a POINT OF BEGINNING; thence along said southerly existing right of line North 19°50'32" East a distance of 195.63 feet to the beginning of a curve having a radius of 1,959.86 feet; thence continue along said southerly existing right of line the arc of said curve to the left a distance of 43.32 feet through a central angle of 01°15'59" with a chord bearing North 19°12'33" East to the end of said curve; thence South 11°58'23" West a distance of 70.66 feet to the beginning of a curve having a radius of 4,651.66 feet; thence along the arc of said curve to the right a distance of 146.24 feet through a central angle of 01°48'05" with a chord bearing South 12°52'25" West to the end of said curve; thence South 55°50'33" East a distance of 22.07 feet to said north right of way line of Hibiscus Drive; thence along said north right of way line South 89°04'15" West a distance of 51.68 feet to the POINT OF BEGINNING.

Containing 3,639 square feet.

Legal Description Approved by: *Jan C. My*

Date: 11-16-2011

NOT A DEED - INFORMATION PURPOSES ONLY

OWNED BY: (BSD.05 & BSD.06) - The City of Arcadia, a Municipal Corporation

Grantor(s)' Mailing Address:

SUBJECT TO: N/A

RESOLUTION 2012-14

A RESOLUTION OF THE CITY OF ARCADIA, FLORIDA INCREASING
GARBAGE AND TRASH COLLECTION SERVICE CHARGES,
EFFECTIVE OCTOBER 2, 2012

WHEREAS, the City wishes to amend Resolution 99-16, A RESOLUTION INCREASING GARBAGE AND TRASH COLLECTION SERVICE CHARGES and any subsequent increases adopted by Council since adoption of Resolution 99-16, and

WHEREAS, due to increasing costs of operating expenses and the need for replacement capital assets, the City finds it necessary to increase garbage and trash collection service charges to fund necessary operating expenses and capital asset expenses.

NOW THEREFORE IT BE RESOLVED, by the City Council of the City of Arcadia, Florida as follows:

Section 1. That all residential garbage and trash collection charges be increased \$1.35 a month to \$14.85.

Section 2. That all commercial garbage and trash collection charges be increased \$1.65 a month to \$18.15.

Section 3. That all commercial containerized garbage and trash collection charges be increased from \$2.95 a cubic yard to \$3.25 a cubic yard.

Section 4. That the increased garbage and trash collection charges be effective November 1, 2012.

Section 5. That the garbage and trash collection rates as stated above will be automatically increased annually at a rate of 2% and shall become effective October 1 of each year and will be reflected on the October billings.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA in regular session this 2nd day of October, 2012.

ATTEST:

CITY OF ARCADIA, FLORIDA

VIRGINIA HAAS, CMC
CITY RECORDER

KEITH KEENE
MAYOR

APPROVED AS TO FORM:
THOMAS J WOHL
CITY ATTORNEY

RESOLUTION 2012-15

A RESOLUTION ESTABLISHING WATER AND SEWER RATES EFFECTIVE OCTOBER 2, 2012, ALLOWING FOR AN AUTOMATIC ANNUAL INCREASE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to meet State and Federal Environmental laws, to establish proportionate user charges that places the cost of abatement directly on the sources of pollution, conserves potable water, and maintains financial self-sufficiency, and to provide the full and required revenues for the Operation, Maintenance, Renewal and Debt Service requirements of the City’s Water and Sewer Systems, and

WHEREAS, City of Arcadia Ordinance No. 822 provides that water and sewer rates shall be adopted from time to time by Resolution, and

WHEREAS, the City wishes to amend Resolution 2009-24, A RESOLUTION ESTABLISHING WATER AND SEWER RATES EFFECTIVE JANUARY 2010 AND ALLOWING FOR AN ANNUAL INCREASE BASED ON THE FLORIDA PUBLIC SERVICE INDEX and any subsequent increases adopted by Council since adoption of Resolution 2009-24, and

WHEREAS, the proposed water and sewer rates are reasonable in light of the expenses necessary to operate the systems, and

WHEREAS, the rates and charges of Resolution 2009-24 not changed herein shall remain in effect until changed by further Resolution of Council,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, that the following water and sewer rates are hereby adopted and shall be effective November 1, 2012 and shall be reflected on the November billings:

WATER:

<u>Monthly Use</u>	<u>Rate</u>
First 3,000 gallons	\$30.24
3,001 – 5,000 gallons	\$ 5.02

SEWER:

<u>Monthly Use</u>	<u>Rate</u>
First 3,000 gallons	\$30.60
3,001 – 5,000 gallons	\$ 5.11

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, that the rates as stated above will be automatically increased annually at a rate of 3% and shall become effective October 1 of each year and will be reflected on the October billings.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, in regular session at the City Council Chambers of said City of Arcadia, Florida this _____ day of _____, 2012.

ATTEST:

CITY OF ARCADIA, FLORIDA

VIRGINIA HAAS, CMC
CITY RECORDER

KEITH KEENE
MAYOR

APPROVED AS TO FORM BY

THOMAS J. WOHL
CITY ATTORNEY

RESOLUTION 2012 – 16**A RESOLUTION ESTABLISHING MISCELLANEOUS CHARGES
RELATING TO WATER AND SEWER USAGE AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, City of Arcadia Ordinance No. 822 provides that water and sewer rates and miscellaneous charges shall be adopted from time to time by Resolution, and

WHEREAS, the City wishes to amend Resolution 2009-6, A RESOLUTION ESTABLISHING MISCELLANEOUS CHARGES RELATING TO WATER AND SEWER USAGE, and

WHEREAS, the City desires to increase the meter utility deposit for all new customers and customers who are turned off for non-payment or leave owing a balance due, and

WHEREAS, if a customer has been disconnected for non-payment they will be required to post an additional deposit to be double (2X) the regular deposit rate or double (2X) their average monthly bill, whichever is higher, and

WHEREAS, if a customer has moved out leaving a past due or unpaid balance in excess of \$10.00 (Ten Dollars and no/cents) and attempts to establish service on an old or new account they will be charged double (2X) the regular deposit and must pay the past due balance in full prior to having water service connected, and

WHEREAS, the proposed deposit rates are reasonable in light of the expenses necessary to operate the systems, and

WHEREAS, the rates and charges of Resolution 2009-6 not changed herein shall remain in effect until changed by further Resolution of Council,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, that the following miscellaneous charges relating to water and sewer usage are hereby adopted:

SECTION 1. UTILITY DEPOSIT: Regular deposit rate.

<u>Water Meter Size</u>	<u>Inside City</u>	<u>Outside City</u>	
		<u>Water Only</u>	<u>Water & Sewer</u>
3/4"	\$200	\$200	\$300
1"	\$400	\$400	\$500
2"	\$650	\$650	\$850
3" and larger	\$1400	\$1400	\$1700

SECTION 2. UTILITY DEPOSIT: Minimum fee to re-establish service after being turned off or if customer moved out and left a past due balance of \$10.00 or more.

Water Meter Size	Inside City	Outside City	
		Water Only	Water & Sewer
3/4"	\$400	\$400	\$600
1"	\$800	\$800	\$1000
2"	\$1300	\$1300	\$1700
3" and larger	\$2800	\$2800	\$3400

SECTION 3. The rates established in Section 1 and Section 2 shall be effective upon adoption of this Resolution.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, in regular session at the City Council Chambers of said City of Arcadia, Florida this 2nd day of October, 2012.

ATTEST:

CITY OF ARCADIA, FLORIDA

VIRGINIA HAAS, CMC
CITY RECORDER

KEITH KEENE
MAYOR

APPROVED AS TO FORM BY

THOMAS J. WOHL
CITY ATTORNEY

Reconnection from Delinquency	\$ 35.00
Disconnect for vacation status	\$ 70.00
Reconnect from vacation status	\$ 70.00
Meter tampering/unauthorized use	\$ 150.00 + gallons used (No damage to equipment)
Meter tampering w/damage	\$ 150.00 + gallons used and plus cost below:
Meter Register replacement	\$ 200.00
3/4" Curbstop	\$ 90.00 (45.00 curbstop & 45.00 labor)
1" Curbstop	\$ 120.00 (60.00 curbstop & 60.00 labor)
Small meter box	\$ 75.00 (37.50 meter box & 37.50 labor)
Jumbo meter box	\$ 100.00 (50.00 meter box & 50.00 labor)
Broken or missing bullet lock	\$ 25.00
Broken or missing paddle lock	\$ 28.00
Broken or missing "yoke assembly"	\$ 50.00 (for locking curbstop w/o lockwing)

Section 2. The rates established in Section 1 shall be effective upon adoption of this resolution.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA in Regular Session at the City Council Chambers of said City of Arcadia, Florida this 2nd day of October, 2012.

ATTEST:

CITY OF ARCADIA, FLORIDA

VIRGINIA HAAS, CMC
CITY RECORDER

KEITH KEENE
MAYOR

APPROVED AS TO FORM:

THOMAS J. WOHL
CITY ATTORNEY

**City Marshal
Charles J. Lee**



**State of Florida
City of Arcadia**

ITEM - M1

**ARCADIA POLICE DEPARTMENT
COUNCIL REPORT**

TOTALS FOR THIS REPORT PERIOD: SEPT 2012

ARREST ACTIVITIES

FELONY ARREST	10	MISDEMEANOR ARREST	10
JUVENILE ARREST	5	TRAFFIC ARREST	7
WARRANT ARREST	9		

TRAFFIC ACTIVITIES

ACCIDENT REPORTS	24	TRAFFIC CITATIONS	47
PARKING CITATIONS	7	WARNING CITATIONS	56

INVESTIGATIONS

COMPLAINTS	569
CITY ORDINANCE VIOLATIONS	56

Charles J. Lee

CITY MARSHAL
09/25/2012

CITY OF ARCADIA
POLICE DEPARTMENT
725 N. Brevard Ave.

HARLES J. LEE
MARSHAL

P.O. BOX 1014
ARCADIA, FL. 34265

CITY CODE ACTIVITIES

MONTH OF
SEPT 2012

CODE ENFORCEMENT OFFICER CARL MCQUAY

COURTESY NOTICES	32
NOTICE OF VIOLATIONS	0
CODE VIOLATIONS	
ABANDONED VEHICLES	0
COMMERCIAL VEHICLES	0
FENCES	0
HIGH GRASS/OVERGROWN LOTS	27
NUISANCE	2
OCCUPATIONAL LICENSES	1
PARKING VIOLATIONS	0
PERMIT VIOLATIONS	0
TRASH/JUNK/DEBRIS	0
UNSAFE STRUCTURES	0
WATER VIOLATIONS	0
YARD SALES	0
ZONING VIOLATIONS	0
TOTAL CODE VIOLATIONS	37
CODE COMPLAINTS	2
CONTACTS	0
FIELD WORK	43
FOLLOW UP	26
POSTING	0
INVESTIGATIONS	0
MAILING	11
RECORDS	10
CAB INSPECTIONS	5
CAB DRIVER'S PERMITS	5
TITLE COMPANY SEARCHES	7
HEARINGS	0
FINGERPRINTING	3
POSTAGE USED	\$64.05