



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

**TUESDAY, OCTOBER 21, 2014
6:00 PM**

CALL TO ORDER, INVOCATION, PLEDGE AND ROLL CALL

PRESENTATION

1. Proclamation - Week of Family (Mayor Frierson)
2. Proclamation – Food Day – DeSoto County Health Department (Mayor Frierson)
3. Downtown Association (Carl McQuay – City Planner)

CONSENT AGENDA

4. City Council Minutes for September 30, 2014 (Penny Delaney – City Clerk)
5. City Council Minutes for October 7, 2014 (Penny Delaney – City Clerk)
6. City Council Minutes for October 10, 2014 (Penny Delaney – City Clerk)
7. Air-Cadia Flowage and Hangar Rent Report for September 2014 (Penny Delaney – City Clerk)
8. Request for Special Event Permit – Relay for Life Community Kick-Off Sponsored by the American Cancer Society (Carl McQuay – City Planner)
9. Request for Special Event Permit - Arcadia Plein Air Paint-Out (Carl McQuay – City Planner)
10. Request for Special Event Permit – Tour of Homes – Team Arcadia (Carl McQuay – City Planner)
11. Request for Special Event Permit – Community Fall Festival – Fellowship Missionary Baptist Church (Carl McQuay – City Planner)
12. Specific Authorization No. 18 – General Consulting Services with Hazen and Sawyer (Beth Carsten – Interim City Administrator)

ACTION ITEMS

13. Authorization by City of Arcadia for Arcadia Main Street Program to apply for a grant regarding City Hall - Linda Williams – President of Arcadia Main Street
14. FDOT Lease – Mobile Home Park, Lot 9 Encroachment (T.J. Wohl, City Attorney)
15. Request to Plant Trees in City Right-of-Way – Linda Luppino (Carl McQuay – City Planner)
16. Property Maintenance Standards Committee Applications (Carl McQuay – City Planner)
17. Florida Highway Patrol Commercial Motor Vehicle Safety Inspections (Carl McQuay – City Planner)
18. Airport Fuel Tank Inspection (Ron Watson – Arcadia Airport Advisory Committee)
19. Personnel Manual (Beth Carsten - Interim City Administrator)

COMMENTS FROM DEPARTMENTS

- 20. City Marshall
- 21. City Attorney
- 22. Interim City Administrator

PUBLIC (Please limit presentation to five minutes)

MAYOR AND COUNCIL REPORTS

ADJOURN

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

PLEASE TURN OFF OR SILENCE ALL CELL PHONES

PRESENTATION No. 1



Proclamation

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

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

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

WHEREAS, during the week of November 1 – November 8, 2014 citizens of Arcadia should take time to honor the importance of families and recognize the special connections that support and strengthen them throughout the year, and to establish and re-establish patterns which will help them as families to “Race Towards a Healthy Life”; and

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

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

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

November 1 – November 8, 2014 as
WEEK OF THE FAMILY

BE IT FURTHER PROCLAIMED, we urge all citizens to join in the celebration of the family by attending the Family Fun Fair to be held on Saturday, November 8, 2014.

SO DONE THIS 21ST DAY OF OCTOBER, 2014.

BY:

ATTEST:

ALICE FRIERSON, MAYOR

Penny Delaney, City Clerk

PRESENTATION No. 2



OCTOBER 24, 2014



HealthiestWeight

FOOD DAY PROCLAMATION

WHEREAS, the health and well-being of our citizens is of primary concern for the City of Arcadia, Florida; and

WHEREAS, promoting safer, healthier diets is a critical factor in improving citizens' overall health; and

WHEREAS, supporting sustainable family farms and local agriculture benefits the local economy; and

WHEREAS, obtaining fair pay and safe conditions for food and farm workers is beneficial for both the producer and consumer so that the food we produce and consume is safe and fair for all; and

WHEREAS, expanding access to food and reducing hunger is of critical importance to aid those who live in food deserts; and

WHEREAS, reforming factory farms to protect the environment and farm animals is necessary to sustain future generations;

NOW, THEREFORE, I, Alice Frierson, Mayor of the beautiful City of Arcadia, Florida, do hereby proclaim Thursday, October 24, 2014 as

FOOD DAY

in the City of Arcadia, Florida, and I urge all citizens to participate in the activities planned hereforth.

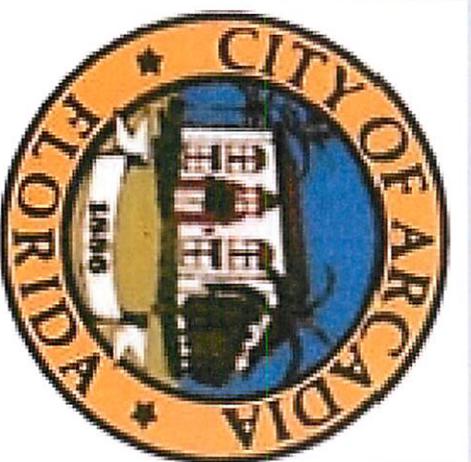
Alice Frierson
Mayor

Attest:

Penny Delaney
City Clerk

PRESENTATION No. 3

Special Event Administration



Carl McQuay, City Planner
Matt Anderson, City Marshal

City Council Public Meeting
October 21, 2014

Presentation Overview

- Police and Code Enforcement staff hosted two community meetings on June 19th and 24th
 - Review existing process and input for proposed changes
- Problem Identification
- Description of 4 basic types of Special Events
- Confirm fee structure for each event type
- Review Application requirements
 - Application information and authorization
 - Site planning
 - Liability Insurance
 - Administrative and City Council role in approvals



Administrative Problems with Special Events

- Inconsistent application requirements
- Poor understanding of differing standards of special events on private property vs. public property
- Fee structure does not capture staff costs for certain event types
- Excessive Code Enforcement activity due to vendors not permitted and not covered through any type of liability insurance



Description of Special Event Types

- Review the four different types of special events
- Review requirements for each type of event
- Understand the varying intensity of activity and staffing impacts based on event type
- Confirm application requirements by type



Special Events by Type

- Tier I – Garage/Yard Sales
- Tier II – Parking Lot Sales
- Tier III – Minor Special Events
- Tier IV – Major Special Events



TIER I – Garage/Yard Sales

Anyone who plans on holding a garage/yard sale on private property that is located within City limits will be required to obtain a permit.

- Requirements for a garage/yard sale permit.
- Complete a garage/yard sale permit application
- Payment of required application fee



TIER I – Garage/Yard Sales

- The current fee for a garage/yard sale application is \$5.00.
- Recommended change to \$10.00 per event. The
- Garage/yard sales are limited to two consecutive days only during any one month period.

This application will not require proof of insurance , a site plan or City Council approval



TIER II – Parking Lot Sales

- Anyone who wishes to hold a parking lot sale that is located on private property located in the City limits that will effect more than one city street.
- Complete a permit application
- Payment of the required application fee
- Proof of insurance
- Owner authorization
- Site plan



TIER II – Parking Lot Sales

Recommended fee for a parking lot sale permit.

- One day event - \$35.00
- Two to three day events - \$60.00
- Four to seven day events - \$100.00

FEE EXEMPTIONS MAY BE GRANTED TO NON-PROFIT ORGANIZATIONS WITH CITY COUNCIL APPROVAL

ALL FEES ARE SUBJECT TO CHANGE BASED UPON CITY COUNCIL APPROVAL



TIER II – Parking Lot Sales

Permitted frequency of parking lot sales is limited to one permit per month for up to 7 days maximum.

This application will not require proof of insurance , a site plan or City Council approval unless a fee waiver is requested, proof of non-profit status and conformation of how funding/revenue will be used or awarded.



TIER III – Minor Special Events

- An event such as a sidewalk sale that will be held on public property located within the city limits and in the City's Right of Way.
- Minor Special Event sponsor may include other vendors (sub-leased space) within the public right-of-way included in the permit.



TIER III – Minor Special Event

- The maximum permitted public area that may be used in retail commercial displays shall be no greater than the building frontage under ownership or lease agreement.
- **Displays beyond the building frontage including side-yard for corner lots, public parking areas, parks and alleyways shall be prohibited.**
- **These events will be limited to the Store/Property Frontage.**



TIER III – Minor Special Event

Requirements needed to obtain a minor special event permit.

- Complete a permit application
- Payment of the required fees
- Provide proof of insurance
- Provide a copy of your local business tax receipt (Chapter 205, Local Business Taxes, Florida Statutes)
- Proof of building ownership or owner authorization
- Site plan



TIER III – Minor Special Event

- Permitted frequency for a minor special event is a maximum of 2 days within any one month period.
- For certain civic or community oriented displays or events, City Council waiver or variance to the duration may be sought.
- A \$50.00 per event fee shall be charged for each month that a permit is sought.
 - Example: 5 individual one-day displays over a 5 month winter tourist season shall be \$250.00 (5 x 50 = 250)

City Council approval is not required



TIER IV – Major Special Event

- An event that will be held on public property within City limits and the City's Right of Way that will involve closure or impact to two or more city streets.
- These larger events may impact large expanses of public spaces including sidewalks, streets, alleys, parks and other public open areas.
 - Example: Parades, Antique Fairs, Tailgate Parties, Block Parties, Concerts etc...



TIER IV – Major Special Event

Requirements to obtain a major special event permit.

- Complete the Special Event application.
- Payment of the required application fee.
- Provide proof of insurance.
- City Council approval
- Site plan.



TIER IV – Major Special Event

- The application fee for a Major Special Event is \$300.00 per year if City Council has granted exclusive rights to a organization for a particular day of the month.
- \$25.00 for equipment setup(barriers/chairs) **Optional**
- \$25.00 for Clean up/Maintenance. **Mandatory**
- \$35.00 per hour for Police/traffic control. **Mandatory if alcohol is being served.**
- Waiver or reduction in fee shall only be provided by the City Council.
- Consideration of the non-profit status, civic and community benefit, and distribution of proceeds must be included as part of City Council consideration criteria.

Exclusive rights means that City Council has given an organization right to hold an event on city property/right of way. That organization's rules will not be enforced by city personnel.

ALL FEES ARE SUBJECT TO CHANGE BASED UPON CITY COUNCIL APPROVAL



TIER IV – Major Special Event

- City staff including Police, Parks, Administration, Community Development (Code Enforcement) and Desoto County Fire require a one-week technical review in which the event, liability insurance, site plan and impacts to City services is evaluated.
- Staff will provide a recommendation to the City Council for consideration.
- City Council approval at a regular scheduled public meeting is required.



TIER IV – Major Special Event

- The privilege to participate in an event is the right of the permit sponsor (event applicant).
- The sitting and locational placement of all retail commercial vendors shall be at the discretion of the permit sponsor. The City does not participate in this decision making.



Application Fee Structure

- Review application fees by type

EVENT TIER	SPECIAL EVENT TYPE	CURRENT FEE	PROPOSED FEE
Tier I	Garage/Yard Sales	\$5.00	\$10.00
Tier II	Parking Lot Sales	\$35.00/day	\$35.00/1 day \$60.00/3 day \$100.00/4-7 days
Tier III	Minor Special Events	\$25.00/day	\$50.00/day
Tier IV	Major Special Events	\$300.00	\$300.00

All waiver or reduction of permit fees shall be by City Council decision only.



Approval Process

- Administrative approval requirements

EVENT TIER	SPECIAL EVENT TYPE	APPROVED BY:	
		STAFF	CITY COUNCIL
Tier I	Garage/Yard Sales	Yes	No
Tier II	Parking Lot Sales	Yes	No
Tier III	Minor Special Events	Yes	No
Tier IV	Major Special Events	Recommendation	Yes



Finalize Decision Points

- Confirm the four Tier (Tier I, II, III, and IV) event types based on intensity of use, impacts and frequency.
- Confirm permit fee structures for each permit Tier.
 - Tier I - \$10.00
 - Tier II - \$35.00/day and \$60 - \$100 multi-day (3-7 days).
 - Tier III - \$50.00/day
 - Tier IV - \$300.00 per year – Fees added for additional services
- Confirm permit fee waiver process by City Council.
- Confirm limitations as to permit area (frontage only) and restriction to local business tax receipt holders for Tier III.



AGENDA No. 4



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Administration
SUBJECT: Minutes from September 30, 2014

RECOMMENDED MOTION: Council Approval

SUMMARY:

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

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

Department Head: Penny Delaney Date: 10/07/14
Finance Director (As to Budget Requirements) Date:
City Attorney (As to Form and Legality) Date:
Interim City Administrator: Beth Carsten Date:

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, SEPTEMBER 30, 2014
6:00 P.M.**

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

INVOCATION& PLEDGE OF ALLEGIANCE

William Bailey gave the invocation which was followed by the Pledge of Allegiance.

CALL TO ORDER & ROLL CALL

The Mayor called the meeting to order at approximately 6:00 p.m. with the following members and staff present:

Arcadia City Council

Mayor Alice Frierson
Councilmember Keith Keene
Councilmember Robert W. Heine

Deputy Mayor Joseph E. Fink
Councilmember Robert R. Allen

Arcadia City Staff

Finance Director Beth Carsten

City Clerk Penny Delaney

ACTION ITEM

RESOLUTION NO. 2014-9; A RESOLUTION ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY OF ARCADIA, FLORIDA FOR FISCAL YEAR 2014-2015

The Finance Director advised there are two (2) resolutions which need to be adopted and they needed to be called in by motion to be read by title only. Councilmember Keene made a motion to read the Resolution by title only and Councilmember Heine seconded the motion. The Mayor instructed the City Clerk to read the Resolution by title only and she did so. Councilmember Keene made a motion to adopt the millage as outlined in the Resolution and Councilmember Heine seconded the motion. Deputy Mayor Fink stated that for the same reasons as in the last meeting, he could not vote for the millage rate. He didn't feel that raising taxes would be a correct action to take. William Bailey of 422 E. Magnolia Street, Arcadia, Florida, agreed with Deputy Mayor Fink and asked the Council to reconsider. Ernest Hewett of 3587 NW Poultry Street, Arcadia, Florida, agreed with Deputy Mayor Fink and Mr. Bailey and stated he was against the increase. No discussion followed and it was 4/1 approved with Deputy Mayor Fink casting the dissenting vote.

City Council Meeting Minutes

September 30, 2014

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RESOLUTION NO. 2014-10; A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE CITY OF ARCADIA, FLORIDA FOR FISCAL YEAR 2014-2015

Deputy Mayor Fink made a motion to read the Resolution by title only and Councilmember Heine seconded the motion. The Mayor instructed the City Clerk to read the Resolution by title only and she did so. Councilmember Keene made a motion to adopt the budget as presented and Councilmember Heine seconded the motion. Deputy Mayor Fink stated the same as the week before, he could not support it. He brought up the issue that the Main Street Association of the City of Arcadia had scheduled their first annual golf tournament at The Bluffs in Hardee County. He pointed out that the hospital holds their annual tournament there as well. He stated that reasons for tournaments not being held at the City Golf Course is because they claim people won't use it. He again stated that he could not vote for the Resolution knowing that they have not done due diligence in his mind. Mayor Frierson asked what could be done at the late date since no one spoke up prior to this meeting and Deputy Mayor Fink advised that he did speak up. He stated that he had suggested selling the property, but didn't get any response. Mayor Frierson opened the discussion to the public.

William Bailey stated that the golf course was in the red the year prior, but it broke even this year. He thought that maybe with a little tweaking, it could possibly be a win-win for the City, County and citizens. He stated that he would hate to see the City sell the golf course because he thought it could be a good asset for the City. Ernest Hewett stated that he agrees with the Mayor regarding what could be done at this late date. He stated that he agreed with Deputy Mayor Fink that it makes no sense to have tournaments at The Bluffs. He further stated that the golf course is a park and is an expense, but it does have economic return to the community. He then turned his comments to the budget and asked the Finance Director about reserves and contingency funds. The Finance Director responded by discussing amounts in contingency that are set aside for reserves, specifying amounts set aside in water and general. She discussed funds that were put aside in the surtax money to use for contingency which would also be toward reserve items, along with money in water and sewer for emergencies. Deputy Mayor Fink stated the Finance Director is hamstrung at this particular time because the audit from last year was so imperfect because of the way things occurred last year that it hasn't been completed. He stated when it is completed, Council will know where they stand and that's one of the reasons he would prefer to not adopt this, but last year's budget in place of this because Council doesn't know where they are until the audit is completed. He stated that is no fault of the Finance Director, but the Council because they are at the top of the feeding chain. He expressed that he is not suggesting they sell the golf course, but that they look at their options.

Bob Miller of 7895 NE Cubitis Avenue, Arcadia, Florida, as President of the Big Dog Club, addressed Council to advise that they have held their tournaments at different golf courses, other than the City Golf Course, because they have been told by participants that they will not play on the City Golf Course and they hold their events to raise money. William Bailey asked if Mr. Miller would be willing to speak to individuals sometime in the future and get their ideas of what they think it will take to improve our golf course to something that they might, at some point in the future, want to play at.

No discussion followed and it was 4/1 approved with Deputy Mayor Fink casting the dissenting vote.

PUBLIC

Ernest Morgan spoke (indiscernible).

MAYOR AND COUNCIL REPORTS

None

ADJOURN

Deputy Mayor Fink made a motion to adjourn and Councilmember Allen seconded the motion. Having no further business at this time, the meeting was adjourned at 6:32 P.M.

ADOPTED THIS ___ DAY OF _____, 2014.

By:

Alice Frierson, Mayor

ATTEST:

Penny Delaney, City Clerk

AGENDA No. 5



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Administration
SUBJECT: Minutes from October 7, 2014

RECOMMENDED MOTION: Council Approval

SUMMARY:

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

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

Department Head: Penny Delaney Date: 10/07/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Beth Carsten Date:

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, OCTOBER 7, 2014
6:00 P.M.**

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

INVOCATION& PLEDGE OF ALLEGIANCE

Councilmember Keene gave the invocation which was followed by the Pledge of Allegiance.

CALL TO ORDER & ROLL CALL

The Mayor called the meeting to order at approximately 6:00 p.m. with the following members and staff present:

Arcadia City Council

Mayor Alice Frierson
Councilmember Keith Keene
Councilmember Robert W. Heine

Deputy Mayor Joseph E. Fink
Councilmember Robert R. Allen

Arcadia City Staff

Interim City Administrator Beth Carsten
City Attorney Thomas J. Wohl

City Clerk Penny Delaney
Marshal Matthew Anderson

PRESENTATION

Agenda Item 2 – Lewanda Polk – 30 Years of Employment

Marshal Anderson presented Lewanda Polk with a plaque commemorating thirty (30) years of employment with the City of Arcadia.

Agenda Item 1 – LAP – Local Agency Program

Mandy Hines, DeSoto County Administrator, made a presentation of LAP (Local Agency Program) and introduced Mike Giardullo, the County Engineer. Regarding the downtown improvement project plan, she advised they had been working with FDOT, the City and the community. She advised they had funding programmed for construction, approximately \$194,000.00 programmed for the project. They received one bid and it came in over bid. She advised this project is for the Oak and Manatee intersection, Oak and Monroe Avenue and Oak and Polk Avenue. She explained the improvements are beautification, but the primary purpose

City Council Meeting Minutes

October 7, 2014

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of the improvements are ADA requirements and drainage to help in those areas. Ms. Hines advised there is a redevelopment trust fund that was established by the Board of County Commissioners at the recommendation of the Economic Development Advisory Committee and there is \$150,000.00 in that fund. However, they would still be short and she made a request of \$30,000.00 from the City for participation which would leave approximately \$115,000.00 that they would request the Board of County Commissioners to fund through the redevelopment trust fund. Ms. Hines explained that they were at a point that if they don't give the DOT a determination of how they wish to move forward, they risk losing the \$194,000.00. Councilmember Keene asked when the \$30,000.00 would need to be paid and Ms. Hines advised the project would probably start the first of the year and that could be determined whether it be on the front end, middle or back end of the project. Councilmember Keene stated that he felt finding the \$30,000.00 to make a \$300,000.00 project work is what they need to try to figure out how to do. Councilmember Keene made a motion to approve pursuing the program so the County Administrator can take that message back to the Board of County Commissioners and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

CONSENT AGENDA

Agenda Item 3 – City Council Minutes for September 16, 2014

Agenda Item 4 – City Council Minutes for September 23, 2014

Agenda Item 5 – Air-Cadia Flowage and Hangar Rent Report

Agenda Item 6 – Request for Special Event Permit – Private Memorial Service

Agenda Item 7 – Request for Special Event Permit – Arcadia Plein Air Paint-Out

Agenda Item 8 – Request for Special Event Permit - Arcadia Heritage Festival

Agenda Item 9 – Request for Special Event Permit – Car Show

Deputy Mayor Fink made a motion to approve Consent Agenda Items 3, 4, 5, 7, 8 and 9 and to pull Consent Agenda Item 6 for discussion. Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Regarding Agenda Item 6, Deputy Mayor Fink advised that it had been brought to his attention that the memorial service was by invitation only and if that's the case, then there's a problem as it is being held in a public park. The applicant, Janie Watson, advised that it is not invitation only. William Thronebury, 223 Bridle Path, Arcadia, Florida, advised that the service was for his brother and he stated he is not allowed to be there and was told it was by invitation only. Deputy Mayor Fink stated that if he could be guaranteed that it was open to the public, he didn't have a problem with it and Ms. Watson advised that as far as she knew, it was open to the public. Mr. Thronebury stated that he was told the police would get involved if he made an attempt to appear. Mayor Frierson asked the City Planner/Code Enforcement Officer if he had anything he wanted to add to the discussion. Mr. McQuay advised that he didn't believe the police department would step in unless there was disruption because it is a public park. Deputy Mayor Fink stated that with that guarantee, he made a motion to accept the permit and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

ACTION ITEMS

Agenda Item 10 – Lease Between City of Arcadia and Smith-Brown Community Foundation

The City Attorney advised that there were changes made that he wanted to bring to Council's attention. He stated that the lease premises include the gymnasium, the industrial arts building and the shared parking lot and the term would be for twenty-five (25) years. The City Attorney pointed out that the biggest obstacle they ran into was the various phases of alterations that were going to be made and what alterations would be made. He advised that the difficulty the foundation has is that they need to have a signed lease before they try to get funding. It was impossible for them because they don't have a budget because they don't have funding yet. He stated that the foundation indicated that three (3) years is about what they would need to get the funding so it was included in the lease is that within three years after the effective date, they will revisit the issue as to the various phases of alterations and if the parties can't come to a mutual agreement as to the work that's going to be done and the completion dates, then the City has the ability to opt out of the lease. Mr. Wohl explained that regarding the liability insurance, typically the tenant will be responsible for liability insurance, but the foundation doesn't have funding yet. Due to that reason, the City will maintain the liability coverage on the property and no later than ten (10) days prior to the time they take active possession or begin any alterations to the property, the foundation will secure the liability policy on the property. Regarding taxes, he advised that was essentially whether the City wanted to be responsible for the property taxes or have the foundation responsible for those. As it reads right now, the foundation would be responsible.

Councilmember Keene asked if the foundation is willing for the City to move forward with the foundation being responsible and see what could be worked out with the tax assessor to determine the taxes. The City Attorney stated that they could talk to the Tax Collector and get that information. Councilmember Keene stated that he was satisfied with the lease as it is with just the one point that needs to be clarified. Ms. Coone asked the City Attorney if they could handle it the way they are handling the liability insurance once they are occupying the facility. The City Attorney that was something they could do and have that same provision. Ms. Coone thanked City Council for all their help. Councilmember Keene made a motion to approve the lease as is with changes to the paragraph on taxes and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 11 – Resolution 2014-12 – Establishing Reasonable Rules and Policies for the City Council and for Comment at City Council Meetings

The City Attorney advised that Council had requested that he draft a proposed Resolution regarding decorum and reasonable rules regarding their public meetings. He pointed out that it was proposed and wanted Council to feel free to critique, make comments or suggestions. Councilmember Keene felt they have to have some control for persons coming up and making comment for documentation for the benefit of the City Clerk and record accuracy. Other issues were discussed such as information to be provided, time frames for speaking and issues being

brought before Council repetitively from numerous persons were discussed. Councilmember Heine asked the County Administrator for her input and she shared the procedures and requirements of the County regarding the issue.

Deputy Mayor Fink expressed his concern with a person repeatedly addressing Council during a meeting. The City Attorney stated that it provided that a person has three (3) minutes to speak on an agenda item and is not entitled to come back up. Deputy Mayor Fink stated that he was concerned that it didn't turn into a debating society. Mayor Frierson opened the discussion to the public. William Bailey of 422 E. Magnolia Street, Arcadia, Florida, commented regarding follow-up questions. The City Attorney stated that limitations can be placed as long as they are applied equally to everyone and it would be up to Council. Deputy Mayor Fink made a motion for the Resolution to be read by title only and Councilmember Keene seconded the motion. Mayor Frierson directed the City Clerk to read the Resolution by title only and the City Clerk did so. Mayor Frierson asked if the effective date would be today's date and the City Attorney advised that it would be. Deputy Mayor Fink made a motion to approve the Resolution as presented and Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 12 – Mobile Home Park – Approval of Notice of Lot Rental Increase

The City Attorney stated the ninety (90) day notice for lot rental will now increase pursuant to Section 723.037, Florida Statutes. He advised there are two (2) different price increases; one being \$165.00 to \$175.00 and the other being \$171.00 to \$181.00. He pointed out that because of the two (2) differences of how they are priced right now, they are providing one (1) notice to the owners of lots situated on the north side on Maine Street and a separate notice to homeowners of lots situated on the south side of Maine Street. He advised if they are approved, he will work with Linda Hinson on getting them passed out. He stated that he had been asked if this was a repetitive \$10.00 increase for the homeowners of the mobile home park. His answer was no, this was a one (1) time increase of \$10.00. He advised that the entire issue would have to come back to Council at least a year from now before Council considered raising the rents any further. Mayor Frierson asked when it would take effect and the City Attorney advised the first month's increase would be February 1, 2015.

Mayor Frierson opened the discussion to the public. The following park residents spoke regarding their concerns: Rose Williams of 90 Texas Avenue, Arcadia, Florida; Glenn Bartholomew of 56 Ohio Avenue, Arcadia, Florida; Sue Leversee-Grossman of 34 Iowa, Arcadia, Florida; Roseanna Beauchamp of 29 Iowa, Arcadia, Florida; Carol Anderson of 90 Kentucky Avenue, Arcadia, Florida; Diane Duart of 24 Michigan Avenue, Arcadia, Florida; and Kathy Lorenz of 81 Kentucky Avenue, Arcadia, Florida. Their concerns ranged from the rent increase being continual over the next three (3) years to the financial hardship on others that the rent increase would cause to ADA compliancy with the clubhouse bathroom and areas in the park where the road has broken through.

Councilmember Heine made a motion to approve the notices and Councilmember Keene seconded the motion. Interim City Administrator Beth Carsten advised that the increase will go

toward the utilities that the City pays for. She advised that the water is included in the rent and it is an \$80,000.00 yearly expense that the City pays in full. Discussion was made regarding desired improvements to the park and Mayor Frierson suggested the Interim City Administrator get with the park manager and make up a list and start with something small. No discussion followed and it was 4/1 approved with Councilmember Allen casting the dissenting vote.

Agenda Item 13 – Minimum Standards and Guidelines for Commercial Services

Gary Frierson and Ronald Watson, the new Chairman of the Arcadia Airport Advisory Committee, addressed Council to advise they had brought the minimum standards and guidelines before the Council for adoption. Councilmember Keene made a motion for the approval of the minimum standards and guidelines and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Mr. Frierson advised some of the other issues that they will be addressing in the future are a recommendation on what to do with the fuel system in 5 or 6 months and also when the mowing season starts, the equipment is worn out so it will have to be addressed, along with who will be doing the mowing. Deputy Mayor Fink stated that since they will have a parting of the ways with the FBO on the 31st of March, he asked the City Attorney if there is a checklist of what Council expects to be there and what they don't expect to be there and has it been set into motion. The City Attorney stated that he will review the contract and he was in complete agreement especially considering the litigious nature that the FBO has taken against the City and felt that they should enforce every bit of the contract. He advised he will take a look at the contract, come back and let Council know what he finds.

Mr. Frierson advised the committee had a new election of officers and Mr. Watson is the new Chairman and will be the one addressing Council in the future with the support of the rest of the committee. Deputy Mayor Fink stated that with the new advisory board and new Chairman, he didn't feel they needed to wait until the last minute regarding how the airport will continue after March 31st. He advised that with that in mind, he felt they needed the guidance of the Airport Advisory Board to tell Council what they think is a reasonable way to look at this regarding continuing with a FBO with a contractual agreement with an outside firm or with staff. He asked for a consensus to have them come back with guidance on that particular issue. Mr. Frierson stated that they had already had discussions regarding this issue before the seven member board was elected and he understood there is one (1) or two (2) companies that are looking at drafting a proposal that are interested in coming to the airport. There was a consensus for this issue.

Greg Smith had a question about obtaining records regarding the fuel tank inspection. Councilmember Keene stated that records regarding the physical inspection that the Department of Environmental Protection conducts, the inspection results are available online at the DEP website. Everyone was in agreement for the records to be requested from the DEP if it can't be found online. Further discussion was made regarding inspection reports being submitted and petroleum liability insurance. Councilmember Keene stated that he would obtain documentation regarding the inspections and provide it to everyone.

Agenda Item 14 – City Administrator Position

The City Attorney advised that the out-of-title pay is established in the Personnel Manual. He stated it is either five percent (5%) of their pay grade or equal to whatever position they are assuming, whichever is higher. He advised that it goes into effect as long as the person holds the position for more than five (5) days, but it is retroaction to the date that they were put into that position. The City Attorney confirmed that the Interim City Administrator/Finance Director is not receiving two (2) separate salaries. After much discussion regarding responsibilities of the Interim City Administrator, it was common consensus that the responsibilities would be the same as a standard Administrator. The City Attorney advised that there is an ordinance that provides that you need a City Administrator and the ordinance that provides what that persons duties are and their rights under the ordinance.

Regarding the position, Mayor Frierson felt the Council should consider advertising for the position for six (6) weeks and by the time the new Council is seated, they should have all the applications and then the new Council can decide if they wish to use a panel or however they wish to handle it. The City Attorney suggested the Council may wish for the City Clerk to contact the prior applicants. It was common consensus that the prior applicants would need to submit an updated application. The City Clerk asked if they wished to use the same ad which was used prior and Council agreed that they did. Councilmember Keene asked if they would still be able to advertise in the Florida League of Cities publications for free and if so, he felt they should do that. It was decided that in addition to the Florida League of Cities, the advertisement would be placed on the City's website and not in any newspapers as before.

Agenda Item 15 – Personnel Manual

Mayor Frierson advised that on March 18, 2014, Council made a change to the Personnel Manual and it reads “an employee may be discharged . . . Discharge results in loss of eligibility for re-employment and loss of pay for accumulated leave time and other benefits.” She advised “and loss of pay for accumulated leave time and other benefits” has been marked through and she asked the Council when an employee has been discharged for bad behavior, do we want to give them benefits. Councilmember Heine and Councilmember Keene stated that they did not. After much discussion, Mayor Frierson asked the Council if they wished to have a labor attorney look at the manual and it was agreed that a labor attorney should look at it, especially pages 37, 40, 64 and 67. The City Attorney suggested potentially overhauling the whole thing due to it being changed so many times. He advised that Ms. Carsten had been working with someone who the City of Sebring, Lake Placid, Highlands County and a number of other local governments use for all their employment law issues. Councilmember Keene asked if it was reasonable to think Ms. Carsten may have something for Council by the next meeting and Ms. Carsten felt that she could.

COMMENTS FROM DEPARTMENTS

16. CITY MARSHAL

City Council Meeting Minutes

October 7, 2014

Page 6 of 9

City Marshal Matt Anderson referenced to the Police Department's monthly report that was placed in the packets. He advised they took two (2) shooters and one (1) robber/convicted murderer who was wanted on the east coast for aggravated battery with a deadly weapon, armed robbery and grand theft. He stated the Federal Marshals came over and with their assistance, he was arrested. Mayor Frierson stated that she understood some of their training came in handy during that time. Marshal Anderson stated that one (1) of the shooters fired seven (7) times into an apartment at Oak Trails complex. He advised he was hiding out in a two-story residence and because of their training; they were able to tactically go upstairs without anyone getting hurt.

He informed Council of the Shop with a Cop Program which was started last year. He advised they solicited donations from individuals and business owners and took in a total of 10 or 14 children to Wal-Mart. He explained how the program worked and advised they were doing it again this year and are trying to solicit funds for it. He also informed Council that on October 16th and 17th, APD has partnered with Slim's BBQ for members of the department to be servers (refilling drinks and bussing tables, but not serving the food) during the hours of 11:00 a.m. – 1:00 p.m. and again from 4:30 – 6:30 p.m. on those days. He also advised that entertainment would also be provided. This will not take away from the waitresses, but will be an additional tip to the program. He also stated that they will try to partnership with Winn-Dixie with any additional funds that are raised to be put toward Christmas baskets for all the children.

17. CITY ATTORNEY

The City Attorney advised there will be a Shade Meeting on Friday, October 10, 2014 at 3:00 p.m. He further advised this meeting will be opened as a public meeting and then they will go into the shade meeting which will include the five (5) council members, the Interim City Administrator, himself, the attorney who was hired by the insurance company to defend the lawsuit and a court reporter. He stated when they were finished with their conversation, they would come back to the public meeting and close it. He advised a transcript of the shade meeting will be available once the litigation is concluded.

Regarding the former City Administrator, Mr. Wohl advised that under the contract, Mr. Slaughter is not entitled to any severance because he was still in his probationary period. The other issue is whether he is entitled to any accrued sick leave or vacation time that he would have earned as the City Administrator under contract. He did resign, but the resignation was not a thirty (30) day resignation. In his opinion, there was ample reason for the City Council to decline the resignation and terminate him with cause and therefore he would not be entitled to any of the vacation or sick leave he accrued from May 20, 2014 up until his departure. Mr. Wohl advised that he had spoken with Mr. Slaughter and Mr. Slaughter had advised that he would be happy to accept only his accrued sick time and vacation time that he earned from the time he was the Planner and Interim City Administrator. There would be no need to terminate him with cause and he has agreed to the sum of \$2,961.75 which was what he had earned prior to his tenure as the Administrator. The City Attorney pointed out that as they had just reviewed in the Personnel Manual, Mr. Slaughter is entitled to that even if he was terminated.

Deputy Mayor Fink made a motion to terminate Mr. Slaughter as City Administrator, formerly, with cause, and further would suggest that the City, if asked by any other agencies for any additional assistance in anything they may want to pursue, be forthcoming and give that assistance. Mayor Frierson asked what they will establish by terminating with cause. The City Attorney stated nothing would be established if he is agreeing to that amount, it's the same. Mr. Wohl stated that the proposal which he had discussed with Mr. Slaughter which would be subject to Council's approval was that they would accept his resignation and he would agree to forgo any money under the contract. He advised if they want to terminate Mr. Slaughter with cause, he may still be willing to accept the sum. Mr. Wohl pointed out that what they would be buying is peace of mind that there won't be a lawsuit down the road. Councilmember Heine seconded the motion. Councilmember Keene stated that he couldn't second the motion because of what the City Attorney had shared with them. Councilmember Heine stated that he was trying to state a different motion. Deputy Mayor Fink's motion died on the floor due to lack of a second.

After much discussion regarding dismissal with cause or dismissal without cause, Councilmember Keene asked that Deputy Mayor Fink reconsider his motion. Councilmember Heine withdrew his motion. Deputy Mayor Fink made a motion that Mr. Slaughter be terminated for cause, that they have to pay him what they have to pay him because the policy is the policy that they have adopted. However, staff is to be instructed to deal with and add assistance to any agency that come before them and ask for specifics on this particular termination. Councilmember Keene seconded the motion and stated that he would have full expectation from staff that they would cooperate with anyone under any circumstance and he didn't know that that needed to be part of the motion, but he was agreeable to it. Mayor Frierson confirmed that this motion would tell the City Attorney that he needed to contact Mr. Slaughter and advise him that he's being dismissed with cause. No discussion followed and it was unanimously, 5/0, approved.

18. INTERIM CITY ADMINISTRATOR

The Interim City Administrator advised that the McSwain bidding closes October 10, 2014. She also advised that the Main Street Program has approached the City with the opportunity to get a grant for the historic City Hall. She stated it would be no match for the City and the Main Street Program would be doing the grant writing of it. She further stated they would like to present it as a workshop on October 21, 2014 at 5:00 p.m. Ms. Carsten advised that if they are going to do it, the grant would have to be completed by the end of the month, so it would have to come before the Council for a vote as to whether Council would want them to pursue it or not. Deputy Mayor Fink suggested that they do what the Interim City Administrator suggested, have a meeting and fast-track it. Councilmember Keene stated that he would like to find out if the new Director could meet with Council individually to allow them to digest the information so that when they make the formal presentation on the 21st, Council can take an educated form of action. Ms. Carsten stated that she would get the gentleman in touch with Council.

She advised Council of a collapsed sewer main on Court Street, between Dade and Orange. She further advised that while no one is affected right now, it could affect somebody

very soon and they are acting on it quickly and they will begin working on fixing that in the next couple of days. She stated that if it goes the way they think it is, it's about a ten (10) or twenty (20) foot break and it will be about \$11,000.00. Fred Lewis stated that he had spoken with Consolidated Production and was advised that they could get started on it as soon as tomorrow. Councilmember Heine made a motion to approve the repair and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

PUBLIC

None

MAYOR AND COUNCIL MATTERS

Deputy Mayor Fink suggested that twice in the meeting, he had been what he would consider abused under Section F on page three of the Resolution regarding decorum. He asked that it not be continued without going into further detail. He said he found it offensive and if anyone wants to know what he's talking about, he will be more than happy to discuss it with them.

Marshal Anderson apologized but he had been reminded of something. Lou Ambler had contacted him last year regarding Imogene and Lee Avenue over to Rio Vista and Marshall to set up barricades and close off that area due to all the trick or treat participants that they get in the neighborhood. He stated it went very smoothly and the APD didn't receive one (1) complaint about anything. They're asking the same thing for this year and Marshal Anderson told Mr. Ambler that he would have to bring it before Council for approval. Councilmember Keene made a motion to approve the closure and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

ADJOURN

Having no further business at this time, the meeting was adjourned at 8:19 P.M.

ADOPTED THIS ___ DAY OF _____, 2014.

By:

Alice Frierson, Mayor

ATTEST:

Penny Delaney, City Clerk

AGENDA No. 6



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Administration
SUBJECT: Minutes from October 10, 2014
RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney Date: 10/21/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Beth Carsten Date:

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
FRIDAY, OCTOBER 10, 2014
3:00 P.M.**

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

CALL TO ORDER & ROLL CALL

The Mayor called the meeting to order at approximately 3:00 p.m. with the following members and staff present:

Arcadia City Council

Mayor Alice Frierson

Councilmember Keith Keene

Deputy Mayor Joseph E. Fink

Councilmember Robert W. Heine

Councilmember Robert R. Allen was not present.

Arcadia City Staff

Interim City Administrator Beth Carsten

City Attorney Thomas J. Wohl

City Clerk Penny Delaney

Also present was Andrew Salzman, the litigation attorney retained by the City's insurer.

ACTION ITEM

Shade Hearing

Councilmember Keene made a motion to proceed to the Shade Meeting and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved. At this time, the City Council Members, the Interim City Administrator, the City Attorney and Attorney Salzman retreated into the Shade Meeting. The time was 3:03 p.m.

At approximately 3:23 p.m., the City Council Members, the Interim City Administrator, the City Attorney and Attorney Salzman returned and the public meeting reconvened. There were no comments.

ADJOURN

Councilmember Heine made a motion to adjourn and Deputy Mayor Fink seconded the motion. Having no further business at this time, the meeting was adjourned at 3:24 P.M.

ADOPTED THIS ___ DAY OF _____, 2014.

By:

Alice Frierson, Mayor

ATTEST:

Penny Delaney, City Clerk

AGENDA No. 7



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Administration

SUBJECT: Air-Cadia Flowage and Hangar Rent Report for September 2014

RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head:

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

RECEIVED
 OCT 15 2014
 CITY OF ARCADIA

Air-Cadia

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

FLOWAGE AND HANGER RENT REPORT September 2014

<i>Aviation Fuel</i>	<i>409.0 GALLONS @ \$0.01/ga</i>	<i>\$</i>	<i>4.09</i>
<i>Lubrication oil.....</i>	<i>0.00Gallons.04/gal</i>	<i>\$</i>	<i>.00</i>
<i>Tiedown Fee.....</i>	<i>15.00/50%</i>	<i>\$</i>	<i>4.50</i>
<i>BLDG F...unit 1 and 2.....</i>	<i>650.00/90%</i>	<i>\$</i>	<i>585.00</i>
<i>Bldg F Unit 3.....</i>	<i>433.00/90%</i>	<i>\$</i>	<i>390.00</i>
<i>T-hangers.....</i>	<i>\$4,500.00/90%</i>	<i>\$</i>	<i>4,050.00</i>
<i>Late Fee.....</i>	<i>50.00/90%</i>		<i>45.00</i>
 <i>This month 20 of the 20 hangers rented-Building A and B</i>			
<i>3 of the 3 hangers rented-Building F</i>			
<i>Adjustments uncollected- Martell -Sept</i>			<i>(\$225.00)</i>

Total due City for September 2014 *\$ 4,853.59*

Paid Check # 1097

COPY

Air-Cadia Inc.

10/15/2014

Register: Accounts Receivable

From 01/01/2014 through 09/30/2014

Sorted by: Date, Type, Number/Ref

Date	Number	Customer	Memo/Description	Qty	Rate	Charge	Paid	Balance
01/01/2014	2490	Martell				240.75		772.25
01/31/2014	2505	Martell				25.00		797.25
02/01/2014	2521	Martell				240.75		1,038.00
02/28/2014	2541	Martell				25.00		1,063.00
03/01/2014	2556	Martell				240.75		1,303.75
03/31/2014	2574	Martell				25.00		1,328.75
04/01/2014	2587	Martell				240.75		1,569.50
04/30/2014	2605	Martell	<i>240.75</i> <i>- 15.75 Sales tax</i>			25.00		1,594.50
05/01/2014	2617	Martell				240.75		1,835.25
05/29/2014	2656	Martell	<i>225.00</i>			25.00		1,860.25
06/01/2014	2642	Martell	<i>25.00 Rate Change</i>			240.75		2,101.00
07/01/2014	2684	Martell	<i>250.00</i>			240.75		2,341.75
07/01/2014	2698	Martell	<i>225.00</i>			25.00		2,366.75
07/31/2014	2700	Martell	<i>225.00 90% City</i>			25.00		2,391.75
08/01/2014	2711	Martell	<i>unpaid</i>			240.75		2,632.50
08/31/2014	2727	Martell				25.00		2,657.50
09/01/2014	2740	Martell				240.75		2,898.25
09/30/2014	2752	Martell				25.00		2,923.25

*I think this hanger has been vacated.
Need locksmith to open door.*

1097

AIR-CADIA INC
2268 SE AC POLK JR DR
ARCADIA, FL 34266

DATE 10-14-14 63-215-631

PAY TO THE ORDER OF City of Arcadia \$ 4,853.96
Four Thousand Eight Hundred fifty Three 96/100 DOLLARS

Security Features
Check or Bank

R M Unneau

SUNTRUST ACH RT 061000104

FOR Sept Report

⑈00001097⑈ ⑆063102152⑆0115001577352⑈

MP

AGENDA No. 8



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Planning and Zoning

SUBJECT: Relay for Life Community Kick-off sponsored by American Cancer Society

RECOMMENDED MOTION:

Approval of Relay for Life Community Kick Off

SUMMARY: The American Cancer Society is requesting to hold Relay for Life Community Kick-Off at The Tree of Knowledge from 6:00 p.m. to 8 p.m. Expected attendance will be around 100 people.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay

Date: 10/21/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

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

SPECIAL EVENTS

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

Festivals	Fairs	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.

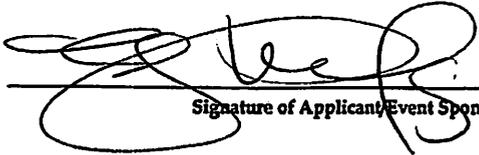
FOOD – ALL food and beverage vendors shall provide copies of their State of Florida Health Department license. All food vendors whose cooking creates grease-laden vapors shall have a mounted certified fire extinguisher.

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
EMILY D. MORRIS

PRINTED Name of Above

10/6/14

Date
727 647 3777

Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 10-6-14
Event Name: Relay For Life Community Kick-off
Event Location: Tree of Knowledge
Date(s) of Event: 11-7-14 Hours of Event: 6:00-8:00
Expected Attendance: 100
Event Sponsor: American Cancer Society Non-Profit? YES
Description of Event: Invite community members to learn about Relay Sign up their teams- no registration fee Volunteer for a committee - refreshments
Contact Person: Lucretia Gilmore Telephone: (813) 990-0193
Fax #: Email: lucretia.gilmore@desoto.fl.us
Insurance Carrier: Acord - Wells Fargo Insurance Services
Insurance Agent: Alexander Mortimer Agent's Phone: 404-923-3732

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

If Yes, please specify locations:

Other Pertinent Information:

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

Received by: Dana Date: 10/7/14
City Marshal Approved/Disapproved
City Administrator Approved/Disapproved
City Council Approved/Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, EMILY MORRIS, as Community Champion of Relay for Life, 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 Relay Community Kickoff be held at Tree of Knowledge on 11-7-14

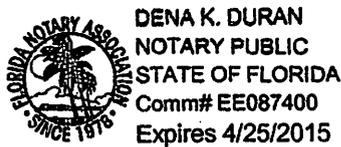
By: [Signature] Printed Name: Emily Morris Entity Name: Relay for Life Its: _____ Date: 10-6-14

STATE OF FLORIDA COUNTY OF Desoto

Sworn to and subscribed before me this 6th day of October, 2014 by Emily Morris, as community champion of Relay for Life who [] is personally known to me or [] has produced FLDL# M1020-2014 identification.

80-717-0
Dena K. Duran
NOTARY PUBLIC Dena K. Duran

(SEAL)



RECEIPT

DATE 10-06-14

No. 058557

RECEIVED FROM Relay for Life
Twenty-five to 1100

\$ 2500

DOLLARS

FOR RENT Special Event Application

ACCOUNT	
PAYMENT	<u>25.00</u>
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM 11-7-14 TO 11-7-14

BY Mona Moran

AGENDA No. 9



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Planning and Zoning
SUBJECT: Arcadia Plein Air Paint-Out

RECOMMENDED MOTION:
Approval

SUMMARY: Artists will set up their chairs and easels at various places in the downtown area on November 15, 2014. They will be creating painting of Arcadia land marks. Paintings will be framed and displayed at Martin Gallery and prizes will be awarded.

This special event permit was previously approved by City Council on October 7, 2014 for October 15, 2014. This is being brought back before City Council due to a scrivener's error. The actual date of the event should have been November 15, 2014.

Fees and code ordinance are subject to change pending City Council approval of new code ordinances.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay Date: 10/21/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Date:

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



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 9-11-2014

Event Name ARCADIA PLEIN AIR PAINT-OUT

Event Location throughout downtown Arcadia

Date(s) of Event NOV. 15, 2014 Hours of Event 8 AM ~ 3 PM

Expected Attendance ~ 25 artists & spectators

Event Sponsor DeSoto Arts & Hum. Council Non-Profit? YES NO

Description of Event Artists will break in, then set up their chairs & easels at various places in downtown, to create paintings of Arcadia's landmarks. Paintings will be framed, displayed at Master Gallery, & prizes awarded.

Contact Person SUSAN E. HOFFMAN Telephone (949) - 815-4899;

Fax # 863-494-3533 Email susan.hoffman@ameri.com 863-703-0373

Insurance Carrier ARTV OWNERS/ DeSoto Ins. AG. 863-494-0300

Insurance Agent PHIL HUNT Agent's Phone 863.494-2242

- 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: N/A

Other Pertinent Information: Artists will probably draw a lot of onlookers. Des. Co. Historical Society will also offer historical tours that day.

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

Received by: _____	Date: ___/___/___
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2014

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

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

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

COVERAGES

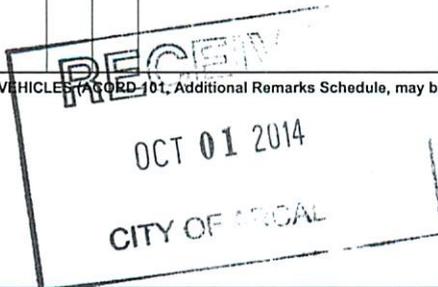
CERTIFICATE NUMBER: 818

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20945894	9/8/2014	9/8/2015	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

**CERTIFICATE HOLDER****CANCELLATION**

Holder's Nature of Interest : Additional Insured City of Arcadia PO Box 351 Arcadia, FL 34265	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENDA No. 10



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 7, 2014

DEPARTMENT: Planning and Zoning
SUBJECT: Team Arcadia Tour of Homes

RECOMMENDED MOTION:
Approval

SUMMARY: Team Arcadia is requesting to hold a Tour of Homes at various locations within the City on December 13, 2014 between the hours of 4:00 pm to 9:00 pm.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay Date: 10/21/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Tom Slaughter Date:

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

SPECIAL EVENTS

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

Festivals	Fairs	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

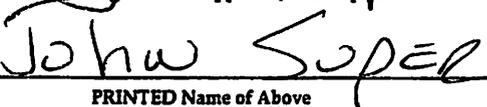
USE OF CITY PERSONNEL -- If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

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

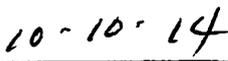
- I have read and agree to abide by the terms and conditions set forth above,
- that I will be designated as the (sole) contact person for the event,
- that I will be responsible for applying for and attaching all required permits and documentation, and
- that I am responsible for any fees which may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



Signature of Applicant/Event Sponsor



PRINTED Name of Above



Date



Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 10/10/2014
Event Name: TEAM Arcadia Tour of Homes
Event Location: Arcadia
Date(s) of Event: 12-13-14 Hours of Event: 4:00 - 9:00
Expected Attendance: 200
Event Sponsor: TEAM Arcadia Non-Profit? X YES NO
Description of Event: Holiday Tour of Homes @ various locations within City.
Contact Person: Dennis Lyson or Telephone ()
Fax # Email: nbruden@msn.com
Insurance Carrier: De Soto Insurance Agency
Insurance Agent: Phil Hunt Agent's Phone: 863-494-2242

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

If Yes, please specify locations:

Other Pertinent Information:

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

Received by: Rhonda Murphy Date: 10/10/2014
City Marshal Approved Disapproved
City Administrator Approved Disapproved
City Council Approved Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, John Super as President of TEAM Arcadia do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Holiday Tour of Homes to be held at Arcadia on 12-13-2014.

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

By: John Super (Signature)
Printed Name: John Super
Entity Name: TEAM ARCADIA
Its: _____
Date: 10-10-14

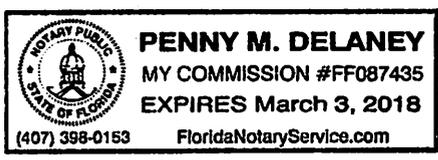
STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 10th day of October, 2014, by John Super as President of Team Arcadia, who is personally known to me or [] has produced NA as identification.

Penny M. Delaney
NOTARY PUBLIC

(SEAL)



RECEIPT

DATE 10-10-14No. 058584RECEIVED FROM Team Arcadia\$ 25.00Twenty Five & ^{no} 100

DOLLARS

 FOR RENT FORSpecial Events Permit - Tour of AbacoCK# 2036

ACCOUNT	<u>25 00</u>
PAYMENT	<u>25 00</u>
BAL. DUE	<u>0</u>

 CASH CHECK MONEY ORDER CREDIT CARD

FROM _____

TO _____

BY Rhonda Murphy

AGENDA No. 11



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Planning and Zoning
SUBJECT: Community Fall Festival.

RECOMMENDED MOTION:

Approval

SUMMARY: Friendship Missionary Baptist Church is requesting to block a small portion of West Myrtle Street in the front and on the side of the Missionary Baptist Church at 304 West Myrtle Street. This event will be held on October 31, 2014 from 3:00 p.m. to 7:00 p.m.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay Date: 10/21/14
Finance Director (As to Budget Requirements) Date:
City Attorney (As to Form and Legality) Date:
Interim City Administrator: Beth Carson Date:

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

Friendship Missionary Baptist Church, Inc.

304 W. Myrtle St., Arcadia, Florida 34266

(863) 494- 3342

E-Mail: friendshipmbchurch@centurylink.net

Rev. Louis C. Anderson, Jr., Pastor

Deaconess Clara Nunnally, Church Clerk

October 15, 2014

City of Arcadia

23 North Polk Avenue

Arcadia, Florida 34266

To whom it may concern:

Friendship Missionary Baptist Church, Inc. is requesting permission to block a small portion of West Myrtle Street on Friday; October 31, 2014 in the front and on the side of Friendship Missionary Baptist Church at 304 West Myrtle Street for the purpose of a Community Fall Festival. The requested blocked time 3:00 P. M. – 7:00 P. M. We humbly ask that you support this Community Fall Festival Event to promote safety.

If there are any questions, please feel free to contact Sis. Dezrene Jacksons (863) 993-0504, Sis. Annette Campbell (863) 494-1261 or Sis. Deborah Clifton (863) 494-5707.

Thank you for your consideration, we look forward to hearing from you to affirm this request.

Sincerely,

Rev. Louis C. Anderson, Jr., Pastor 

"BEHOLD, how good and pleasant it is for brethren to dwell together in unity together! It is like the precious ointment upon the head, that ran down upon the beard, even Aaron's beard: that went down to the skirts of his garments; As the dew of Hermon, and as the dew that descended upon the mountains of Zion: for there the Lord commanded the blessings, even life for evermore." Psalm 133

Friendship Missionary Baptist Church, Inc.

304 W. Myrtle St., Arcadia, Florida 34266

(863) 494- 3342

E-Mail: friendshipmbchurch@centurylink.net

Rev. Louis C. Anderson, Jr., Pastor

Deaconess Clara Nunnally, Church Clerk

October 15, 2014

City of Arcadia: Mr. Carl McQuay

23 North Polk Avenue

Arcadia, Florida 34266

Attention: Mr. McQuay:

Friendship Missionary Baptist Church, Inc. is requesting permission to block a small portion of West Myrtle Street on Friday; October 31, 2014 in the front and on the side of Friendship Missionary Baptist Church at 304 West Myrtle Street for the purpose of a Community Fall Festival. The requested blocked time 3:00 P. M. – 7:00 P. M. We humbly ask that you support this Community Fall Festival Event to promote safety.

If there are any questions, please feel free to contact Sis. Dezrene Jacksons (863) 993-0504,

Sis. Annette Campbell (863) 494-1261 or Sis. Deborah Clifton (863) 494-5707.

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Sincerely,

Rev. Louis C. Anderson, Jr., Pastor 

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Friendship Missionary Baptist Church, 304 W. Myrtle St., Arcadia, Florida 34266. (863) 494- 3342

AGENDA No. 12



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Administration
SUBJECT: Specific Authorization No. 18 – General Consulting Services with Hazen and Sawyer
RECOMMENDED MOTION: Council Approval

SUMMARY: Pursuant to an agreement between the City of Arcadia and Hazen and Sawyer dated September 7, 2010, for general consulting services, payment of \$75,000.00 is provided for under this Specific Authorization.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

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

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

Interim City Administrator: Beth Carsten _____ Date: 10/21/14

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

SPECIFIC AUTHORIZATION NO. 18

General Consulting Services

THIS DOCUMENT, executed this _____ day of _____, 2014, is a Specific Authorization No. 18 issued under the Agreement for Professional Services dated September 7, 2010 (hereinafter called the "AGREEMENT"), between the City of Arcadia, a Florida municipal corporation (hereinafter called "OWNER") and Hazen and Sawyer, P.C. (hereinafter called "ENGINEER").

WHEREAS, the AGREEMENT provides that the OWNER may authorize the ENGINEER, by Specific Authorization, to perform professional services;

WHEREAS, the OWNER desires the ENGINEER to continue to provide engineering services related to the utility system including the water and wastewater treatment plants, distribution and collection system and stormwater system as well as to provide general engineering assistance with other utility matters as they arise.

SCOPE OF SERVICES

Therefore, the ENGINEER has agreed to continue to provide General Consulting Services which may not all be defined at the present time but may include the following task:

Task 1 – Review monthly discharge monitoring reports submitted to FDEP on monthly basis.

Task 2 – Assist City with compliance issues associated with the Utility system.

Task 3 – Assist City with preparation of regulatory reports associated with their wastewater, stormwater and water systems.

Task 4 – Provide engineering assistance with utility review of FDOT roadway plans that impact City utilities.

Task 5 – Review plans and specifications provided by developers for conformance with City and State Requirements.

Task 6- Provide permitting and funding assistance associated with improvements to the utility system.

Task 7 – Provide GIS, modeling and planning assistance with distribution and collection system.

Task 8 - Provide other general engineering assistance to the OWNER as requested on a wage plus multiplier basis.

Task 9 – Provide monthly status report that summarizes work completed.

If accepted by the ENGINEER, specific services to be performed are to commence upon receipt of an oral or written request to perform General Consulting Services from the City Administrator, provided any such oral notification is confirmed to ENGINEER in writing within seventy-two (72) hours. Services to be rendered under this Specific Authorization are provided in accordance with Articles 3 and 4 of the AGREEMENT. It is understood and agreed that the nature, scope, and schedule for the services to be provided is not defined at present; therefore, the actual services provided for the budget established below cannot be defined. Payment of invoices rendered pursuant to this Specific Authorization shall constitute OWNER's acceptance of the services provided.

TIME SCHEDULE

Services described herein will commence upon receipt by Hazen and Sawyer of this executed Specific Authorization. It is anticipated that the work for this project will be completed and submitted in accordance within an agreed upon schedule by OWNER.

COMPENSATION

The ENGINEER shall be paid in accordance with the Direct Labor Costs Times a Factor as set forth in Article 5.1.1 of the AGREEMENT. A budget of \$75,000 for services under Specific Authorization 18 has been established, resulting in a total budget of \$75,000 for Specific Authorization 18. This amount will not be exceeded without the OWNER's written approval and an approved amendment. All work performed for the water treatment plant, wastewater treatment plant and utility system will be shown separately on the invoice, based on the following estimated amounts. However, these amounts within each of these categories may vary based on the City requirements; however the total budget will not be exceeded.

Water Treatment Plant Assistance	\$25,000
Wastewater Treatment Plant Assistance	\$25,000
Utility Assistance	\$25,000

OTHER PROVISIONS

All applicable portions of Sections 3 through 6 of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF the parties hereto have made and executed this Specific Authorization as of the day and year entered by the last party executing this Specific Authorization written below.

WITNESS:

ENGINEER
Hazen and Sawyer

By: _____
Julie Karleskint, PE
Project Manager

By: _____
Damann Anderson, PE
Vice President

**APPROVED AS TO FORM AND
CORRECTNESS:**

OWNER
CITY OF ARCADIA
(Approved by City Council at
_____ meeting)

ATTEST:

By: _____
Elizabeth Carsten
Interim City Administrator

By: _____
Alice Frierson
Mayor

AGENDA No. 13



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Administration

SUBJECT: Authorization by City of Arcadia for Arcadia Main Street Program to apply for a grant regarding City Hall

RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head:

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date: 10/21/14

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

AGENDA No. 14



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Legal

SUBJECT: FDOT Lease Agreement - Mobile Home Park, Lot 9 Encroachment

RECOMMENDED MOTION: Approve the FDOT Lease Agreement for the Mobile Home Park, Lot 9 Encroachment

SUMMARY:

The mobile home situated on Lot 9 of the City of Arcadia Mobile Home Park encroaches into the existing FDOT right-of-way. In lieu of requiring the mobile home be moved, FDOT has offered to lease the area affected by the encroachment to the City of Arcadia for \$4.00 per year for a five-year term. The entire \$20.00 lump sum payment would be paid at the commencement of the lease term.

City Attorney recommends Council approve the FDOT Lease Agreement.

FISCAL IMPACT: Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

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

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

City Administrator: _____ Date: _____

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

Affidavit of Ownership

Re: FM# 1938982
 Sec/Job 04020-2520
 FAP# TCSP 051 U
 County DeSoto
 State Road 35 (US 17)
 Parcel# 17 (part)

Subject: Ownership of Abutting Property

City of Arcadia, Florida by this affidavit, does certify that the **City of Arcadia, Florida** is the owner of the abutting property identified as **Arcadia MH and RV Park , 1 Maine Avenue, Arcadia, Florida**, which is adjacent to Department of Transportation property/right of way for **SR 35 (US 17)**.

Beth Carsten, Interim City Administrator
CITY OF ARCADIA, FLORIDA

**STATE OF FLORIDA
COUNTY OF DESOTO**

The foregoing is acknowledged before me this _____ day of October, 2014 by, Beth Carsten, as Interim City Administrator of the City of Arcadia, Florida, who is personally known to me, or who has furnished _____ as identification.

Notary Seal
Or Stamp

Signature of Notary Public

Printed Name of Notary
Notary Public in and for the
County and State aforesaid
Commission Expires: _____



Florida Department of Transportation

RICK SCOTT
GOVERNOR

801 N. Broadway Avenue, MS 1-66
Bartow, FL 33831

ANANTH PRASAD, P. E.
SECRETARY

October 7, 2014

TJ Wohl
Swaine & Harris, P.A.
425 S. Commerce Avenue
Sebring, FL 33870

OCT - 8 2014

Re: Lease – City of Arcadia – Mobile Home Park, Lot 9 Encroachment

FM#: 1938982

County: DeSoto

Section/Job: 04020-2520

S.R.: 35 (US 17)

FAP#: TCSP 051 U

Parcel: 17 (part), Excess Parcel 4846

PM Log#:11-81

Dear Mr. Wohl:

Enclosed is the original 5 year lease for the City of Arcadia Mobile Home Park, for the Mobile Home Encroachment – Lot 9 into existing right of way. The term is from 10/1/2014 to 9/30/2019. Once the City of Arcadia City Commission has approved all related documents, please sign all areas where indicated and return this original document (and the Affidavit of Ownership) to me. The lease amount will be \$4.00 per year to be paid in a 5 year lump sum amount of \$20.00. Either party can terminate this lease with 60 days written notice. Once I have received the original documents back and our Secretary has signed the lease, a copy will be sent to you.

Should you have any questions, I can be reached at 863-519-2749, Tuesday through Friday, 7 am to 5:30 pm, or by email at Christy.Dunn@dot.state.fl.us.

Sincerely,

Christy Dunn

Right of Way Agent

Acq/Relo/Property Management

/cd

Attachment

LEASE AGREEMENT

ITEM/SEGMENT NO.: 1938982MANAGING DISTRICT: OneF.A.P. NO.: TCSP 051 USTATE ROAD NO.: 35 (US 17)COUNTY: DeSotoPARCEL NO.: 17 (part)

THIS AGREEMENT, made this 24 day of September, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and City of Arcadia, 23 N. Polk Avenue, Arcadia, FL 34266 (hereinafter called the Lessee).

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property and Term.** Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of 5 years beginning 10/1/2014 and ending 9/30/2019. This Lease may be renewed for an additional 5 year term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor 60 days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. **Use.** The leased property shall be used solely for the purpose of City of Arcadia Mobile Home Encroachment, Lot #9. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. **Rent.** Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of \$4.00 dollars per year = \$20.00 per 5 year term plus applicable tax, for each 5 year term of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to Property Management, 801 N. Broadway Avenue, MS 1-66, Bartow, FL 33830.

Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. **Improvements.** No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District One of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this

Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

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

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

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than \$1 million dollars (\$ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than five hundred thousand (\$ 500,000.00) for property damage, or a combined coverage of not less than \$1.5 million (\$ 1,500,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be

canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon sixty days (60) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:
City of Arcadia Administrator, 23 N. Polk Avenue, Arcadia, FL 34266.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

City of Arcadia, Florida
Lessee (Company Name, if applicable)

By: _____
District Secretary

BY: _____

Billy L. Hattaway, PE
Print Name

Print Name

Attest: _____

Title: _____

Name/Title: _____

Attest: _____ (SEAL)

LEGAL REVIEW:

Print Name



District Counsel

Title: _____

Shontell English Jones 9/25/14
Print Name

FP. NO. N/A

SECTION 04020-2520.

PARCEL 17 (Part)

A parcel of land lying in Section 1, Township 38 South, Range 24 East, DeSoto County, Florida.

Being more particularly described as follows:

Commence at a Found 5/8" Iron Rod and Cap marked "AIM ENG" at the intersection of the easterly right of way line of State Road 35 (US 17) and the southerly right of way line of Palm Drive per Florida Department of Transportation Mapping Project 04020-000 FP. ID. 1938982; thence along said easterly right of way line of SR 35 (US 17) South 11°58'23" West a distance of 68.73 feet to the POINT OF BEGINNING said point also being the northerly wall of a mobile home; thence continue along said easterly right of way line of SR 35 (US 17) South 11°58'23" West a distance of 4.40 feet to the westerly wall of said mobile home; thence departing said easterly right of way line of SR 35 (US 17) North 36°22'40" West along said westerly wall of the mobile home a distance of 3.01 feet to the most north westerly corner of the mobile home; thence along said northerly wall of the mobile home North 55°06'44" East a distance of 3.29 feet to said easterly right of way line of SR 35 (US 17) and the POINT OF BEGINNING.

Containing 5 square feet more or less.

Legal Description Approved by:

Michael A. Locking, P.E.S. #5275

Date: 8/12

NOT VALID UNLESS EMBOSSED

EXHIBIT "A"

Page 6 of 7 for Parcel 17 (Part)

SECTION I, TOWNSHIP 38 SOUTH, RANGE 24 EAST

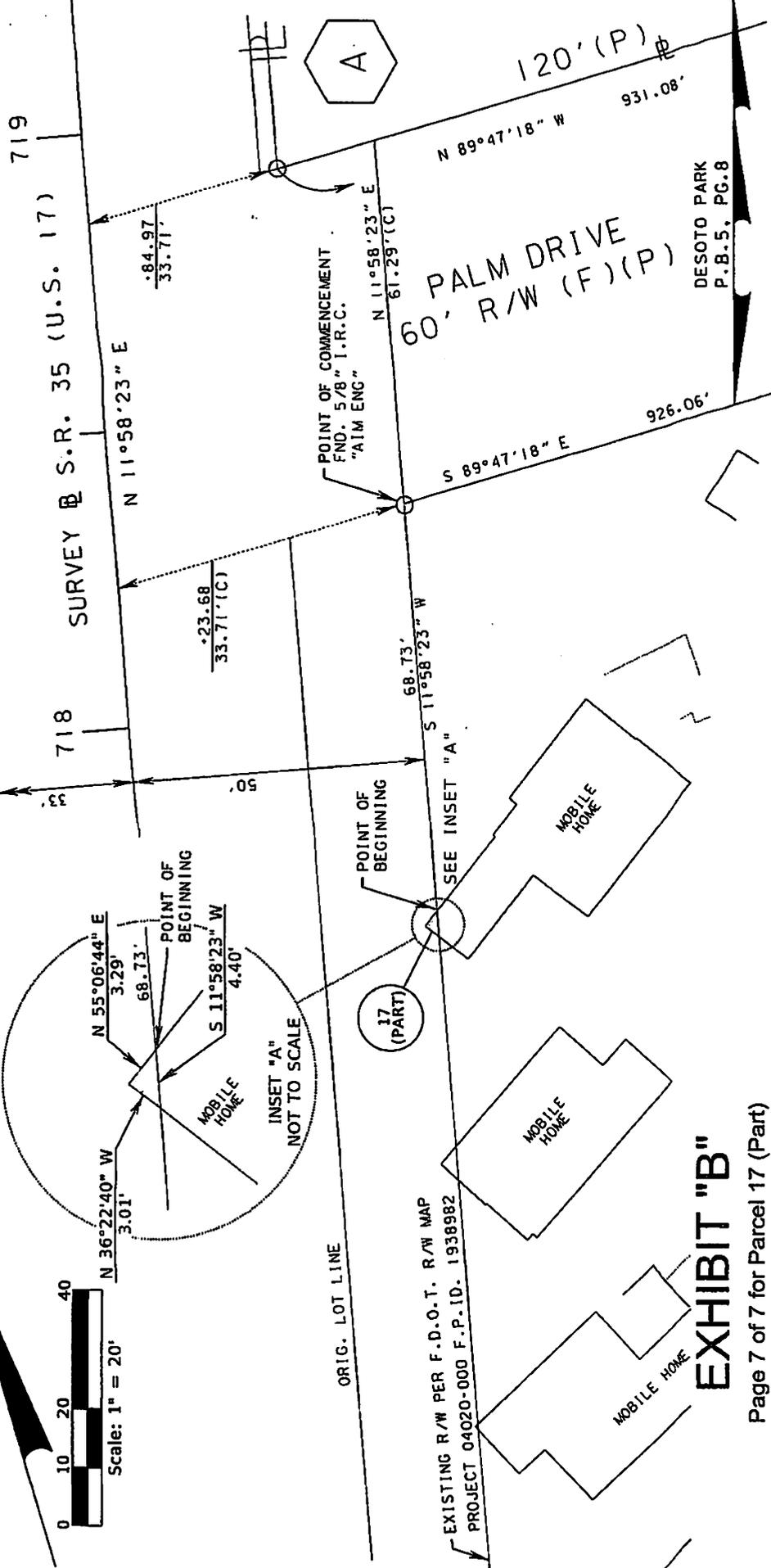


EXHIBIT "B"

Page 7 of 7 for Parcel 17 (Part)

STATE ROAD NO. 35 (U.S. 17)		DESOTO COUNTY	
BY	DATE	PREPARED BY:	SCALE:
DRAWN	ASPVEY	FLORIDA DEPARTMENT OF TRANSPORTATION	1"=20'
CHECKED		F.P. NO. N/A	SECTION 04020-2520
REVISION	BY	DATE	PAGE OF
			7 OF

FLORIDA DEPARTMENT OF TRANSPORTATION
 PARCEL SKETCH - NOT A SURVEY

AGENDA No. 15



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Planning and Zoning

SUBJECT: Request to Plant Trees in City Right-of-Way

RECOMMENDED MOTION:

Denial. The City will be responsible for maintenance and upkeep of trees and it also may cause an issue with sidewalks, water and sewer lines.

SUMMARY: Ms. Linda Luppino is requesting to plant Sylvester Palm trees at 129 S. Volusia Ave. in the city right-of-way.

FISCAL IMPACT: _____

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay

Date: 10/21/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

Dear Carl,
Ladies and Gentlemen,

In the course of landscaping my property at 129 S. Volusia, I came across four Sylvester Palm Trees I thought would be appropriate for the lawn area that is on the city right of way in front of my house.

And with the four Palms, the grower will give me four Wax Myrtles. That is an extraordinary good deal. I don't think I will be using all of the trees and would like to donate the two or three trees I will not be using.

Thank you,

Linda Luppino
Casabella Productions
561 504 2887



AGENDA No. 16



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Planning and Zoning

SUBJECT: Property Maintenance Standards Review Committee selection

RECOMMENDED MOTION:

Approval

SUMMARY: As instructed by City Council, Code Enforcement has collected applications for the Property Maintenance Standards Review Committee. The following lists of applicants have applied for the committee. All applications have been placed in your box for review prior to Council meeting for selection of committee.

Applicants for the Property Maintenance Standards Review Committee selection:

Brenda M. Johnson

Pam Ames

Linda Williams

Robert W. Heine, Jr.

Rob Herron

George A. Cavas

William C. Strickland

Charles R. Conklin

Katherine Ritchie

FISCAL IMPACT: _____

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay

Date: 10/21/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date:

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

AGENDA No. 17



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Planning and Zoning

SUBJECT: Florida Highway Patrol, Bureau of Commercial Vehicle Enforcement

RECOMMENDED MOTION:

Approval

SUMMARY: The Florida Highway Patrol is requesting to use 1550 N BREVARD AVE. (Old Livestock Market) to conduct commercial motor vehicle safety inspections. Hours of these operations will be conducted from 6 a.m. to 11 p.m.

The following dates are requested:

Wednesday, December 17th, 2014

Monday, January 12th, 2015

Monday & Tuesday, February 23rd & 24th, 2015

Tuesday & Wednesday, March 24th & 25, 2015

FISCAL IMPACT: _____

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay

Date: 10/21/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carson

Date:

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

Terry L. Rhodes
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov



Rick Scott
Governor

Pam Bondi
Attorney General

Jeff Atwater
Chief Financial Officer

Adam Putnam
Commissioner of Agriculture

October 10, 2014

Mr. Carl McQuay
City Planner Community Development
23 N. Polk Ave.
Arcadia, FL 34266

Dear Mr. McQuay,

Our Department is requesting the use of the city's parking facilities located in the old cattle auction site just north of Arcadia on SR 35. Troopers will be utilizing the area to conduct commercial motor vehicle safety inspections. Our goal during this operation will be to educate drivers on safety, encourage safety compliance, and enforce the regulations designed to ensure safe operations of heavy commercial motor vehicles.

If available and can be accommodated, we are requesting these dates:

- Wednesday, December 17th, 2014
- Monday, January 12th, 2015
- Monday & Tuesday, February 23rd & 24th, 2015
- Tuesday & Wednesday, March 24th & 25th, 2015

We do not require any additional accommodations beside the use of your facility. At the conclusion of each operation, all vehicles and equipment will be removed. Your consideration for these dates would be greatly appreciated.

If you need any additional information pertaining to this operation, please contact me at 1 (239) 225-9600 or by email: williamharris@flhsmv.gov.

Sincerely,

Captain William H. Harris
District Commander, Bureau of CMV Enforcement
Florida Highway Patrol
10041 Daniels Parkway
Fort Myers, FL 33913

WHH/wh

DeSoto County Property Appraiser

2013 Certified Values

CAMA updated: 10/2/2014

Parcel: 30-37-25-0176-00H0-0010

Tax Collector

Property Card

Interactive GIS Map

<< Next Lower Parcel Next Higher Parcel >>

Parcel List Generator

Print

Owner & Property Info

Search Result: 1 of 2

Next >>

Owner's Name	CITY OF ARCADIA
Site Address	1550 N BREVARD AVE
Mailing Address	P O BOX 1000 ARCADIA, FL 34265-0000
Use Desc. (code)	MUNICIPAL (008900)
Tax District	1 (Within City Limits)
Neighborhood	400000
Land Area	6.500 ACRES
Market Area	04
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction. GOLF GROUND ESTATES BLKS H I & J & S 1/2 OF PARKWAY AV ON N SIDE OF BLKS H & I & ALL COLUMBIA AV & LUTHER AV LYG BTW SD BLKS LESS HWY AND LESS THAT PART OF BLK I LYG W OF HWY 17 OR 590/1622

GIS Aerial



Property & Assessment Values

2013 Certified Values

Mkt Land Value	cnt: (1)	\$141,570.00
Ag Land Value	cnt: (0)	\$0.00
Building Value	cnt: (1)	\$15,039.00
XFOB Value	cnt: (9)	\$72,805.00
Total Appraised Value		\$229,414.00

Just Value	\$229,414.00
Class Value	\$0.00
Assessed Value	\$229,414.00
Exempt Value	(code: 04) \$229,414.00
Total Taxable Value	County: \$0.00 City: \$0.00 Other: \$0.00 School: \$0.00

Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
12/1/2006	590/1622	QC	I	U	01	\$100.00

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.
Show Sketch	1	LVSTK AUCT (008605)	1930	NONE (29)	3204	3430
Note: All S.F. calculations are based on exterior building dimensions.						

Extra Features & Out Buildings

Code	Desc	Year Blt	Units	Dims	Condition (% Good)
1410	FNC CH L6	1960	0002170.000	0 x 0 x 0	(000.00)
0800	BLK TOP A	1960	0068600.000	100 x 686 x 0	(000.00)
1774	MH-ELECT	1994	0000001.000	0 x 0 x 0	(000.00)
1776	MH-SEPTIC	1994	0000001.000	0 x 0 x 0	(000.00)
1998	SHED-ES	2000	0000240.000	12 x 20 x 0	(000.00)

Land Breakdown

Lnd Code	Desc	Units	Zoning *
008900	MUNICIPAL (MKT)	283140 SF - (0000006.500AC)	R-1A

AGENDA No. 18



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Administration
SUBJECT: Airport Fuel Tank Inspection

RECOMMENDED MOTION: Council Approval

SUMMARY: Authorization of City Council to have the fuel tank at the Arcadia Municipal Airport inspected.

FISCAL IMPACT: _____

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

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

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

Interim City Administrator: Beth Carsten _____ Date: 10/21/14

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

AGENDA No. 19



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: October 21, 2014

DEPARTMENT: Administration

SUBJECT: Personnel Manual

RECOMMENDED MOTION: Council Approval

SUMMARY: This item addresses suggested changes to the Personnel Manual regarding Chapter 11 – Annual Leave, Chapter 12 – Sick Leave, Non-Job Related and Chapter 22 – Separations from Service.

FISCAL IMPACT: _____

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney

Date: 10/21/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date: 10/21/14

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

CHAPTER 11 - ANNUAL LEAVE

11.10 POLICY

It is the policy of the City to allow full time, budgeted employees vacation leave for personal relaxation and family enjoyment. Annual leave may be used for vacation, sickness (after sick leave is exhausted), or for any other reason approved by the City.

11.15 ELIGIBILITY

Employees classified as full-time, budgeted earn scheduled annual leave benefits. Volunteers and employees who are classified as part-time, temporary, seasonal, contract, or emergency employees do not receive paid annual leave benefits. Continuous service is calculated from the date of original-employment, with leave being accrued from that date. Employees must have completed their six ~~(6)~~ months of service before paid annual leave is permitted to be used. Separation with less than six months ~~(6)~~ of service will result in loss of annual leave benefits or payment.

11.20 ANNUAL LEAVE ACCRUAL RATES

	<u>Scheduled</u>	<u>Vacation Hours</u>
	<u>Hours per week</u>	<u>Earned per month</u>
Continuous Service	40	Hours per Month
Probation	.0463	0
6 months through 5 Years	.0463	8 hours
6 through 10 Years	.0578	10 hours
11 Through 20	.0692	12 hours
20 Years +	.0692	12 hours

For employees who are regularly-scheduled to work a minimum of 40 hours per week, paid annual leave accrues as follows:

<u>Length of Service</u>	<u>Accrual Rate</u>
<u>Hire date through completion of 5th year</u>	<u>.0463 per hour (8 hours per month/96 hours per year)</u>
<u>6th year through completion of 10th year</u>	<u>.0578 per hour (10 hours per month/120 hours per year)</u>
<u>11th year and beyond</u>	<u>.0692 per hour (12 hours per month/144 hours per year)</u>

11.25 SCHEDULING

Each Department Head shall cause to have prepared a department leave schedule for eligible employees of the department. Conflicts in desired dates among the employees shall be

decided by the Department Head with due regard to the needs of the City. The Department Head may require any employee to postpone scheduled vacation leave if the work requires it. Also see Section 5.40

11.30 MAXIMUM ACCUMULATION

Leave accrued under this policy shall not be considered earned until it is used by the employee and/or paid out pursuant to the eligibility criteria set forth in Section 11.35.

Maximum annual leave accumulation shall not exceed 240 hours at the end of each Calendar year. It is the City's intent for all employees to have time off for rest and relaxation. Employees who have reached the maximum annual leave accumulation shall not accrue any additional annual leave until he or she has used sufficient leave to bring the accumulated unused leave below the maximum.

11.35 PAYMENT FOR UNUSED ANNUAL LEAVE

In the following situations, payment shall be made for all unused annual leave, up to the maximum accumulation amount set forth in Section 11.30:

- Voluntary Resignation under circumstances where the City, in its sole discretion, deems the resignation to be in good standing and where the employee has provided at least two weeks' notice in advance of his or her resignation. The City's determination as to whether the employee was in good standing at the time of resignation shall not be subject to the grievance procedure nor reviewable in any other manner. Illustrative circumstances where the employee will not be deemed to have resigned in good standing include, but are not limited to, circumstances where the employee resigned in lieu of discipline, while pending an investigation or other inquiry, after having been recently disciplined, after having received an evaluation which rated the employee less than "above satisfactory" on his or her most recent evaluation, and under any other circumstances where the City determines the employee's employment status to be in jeopardy. -in good standing from the budgeted positions of the City. This requires a voluntary resignation with a minimum two week written notice of intent to separate.

Termination:

- Layoff--See Section 22.15 for definition.
- Retirement from City service, so long as the retirement occurred as a result of a voluntary resignation/separation deemed by the City to be in good standing as set forth above.
- Death during employment, in which case payment shall be made to the spouse or family provided the employee was deemed by the City to be in good standing with the City at the time of his/her death as provided in Florida Statutes, Chapter 222.15.

Any annual leave not eligible for payout pursuant to the terms of this section shall be deemed forfeited.

11.40 ACCRUAL AND CONTINUOUS SERVICE

Annual leave at the accrual rates set forth above shall only accrue for hours in which the employee is actually working or for hours in which an employee is on an authorized paid leave of absence.

Annual leave shall not accrue during any time in which the employee is on an unpaid leave of absence. However, any time spent by an employee on an authorized unpaid leave (such as military leave, unpaid FMLA leave, etc.) will be credited for purposes of determining the employee's length of service to be used in determining the applicable accrual rate to be used when the employee is not on unpaid status. Continuous service is defined as including those periods when an employee is on authorized paid leave. Employees on authorized unpaid leave (military, maternity or other) are credited for the leave time in determining length of service for advancement to the higher accrual level.

Budgeted employees who have been temporarily laid off (less than six months) and return are also credited for the time in determining the length of service for advancement to a higher accrual level.

CHAPTER 12 - SICK LEAVE, NON-JOB RELATED

12.10 POLICY

Paid sick leave is a benefit extended to full time employees having completed their probationary period to provide the security of continued pay within certain limitations. Paid sick leave is provided for a genuine need of the employee and is not an automatic entitlement to days off with pay.

12.15 DEFINITION

Sick Leave ~~is defined as~~ may be approved for any of the following:

- Illness, injury, incapacitation or quarantine of the employee or immediate family.
- Routine medical, dental or optical examinations, tests, screenings, and lab work which cannot be scheduled for the employee any time other than working hours.
- An unpaid leave of absence taken pursuant to the Family and Medical Leave Act, the Americans With Disability Act, the Florida Civil Rights Act's disability provisions, the Florida Workers' Compensation Law, or any other similar applicable law.

12.20 ELIGIBILITY

Budgeted full-time employees shall accrue sick leave on a weekly basis. Probationary employees accrue sick leave from date of employment, but are not eligible to ~~receive use~~ paid sick leave until the probationary period is satisfactorily completed. Seasonal, temporary, part-time, contract, or emergency employees are not eligible for paid sick leave.

12.25 BENEFITS

The amount of accrued sick leave is credited to the employee with each payroll. It is accrued at the rate of .0463 for 40 hour personnel (i.e., 96 hours per year).

Sick leave shall only accrue for hours in which the employee is actually working or for hours in which an employee is on an authorized paid leave of absence.

Sick leave shall not accrue during any time in which the employee is on an unpaid leave of absence.

12.30 RECORDING

Properly completed, signed and approved requests for advance or emergency leave shall be promptly submitted to the Personnel Department where a record will be maintained of individual employees' accrual and usage of sick leave. Sick leave will be charged in one-half hour increments as used and accrued at the end of pay period.

12.35 ACCUMULATION

Each employee may accrue sick leave on an unlimited basis.

Comment [BK1]: I recommend that sick leave accrual be capped to prevent long-term employees from taking 1-2 years of continuous leave and having to hold a position open for that period of time. This is up to the City, however.

12.40 PROOF

If an employee is absent from work on sick leave for three (3) or more consecutive days, the Department Head can require a physician's note be provided upon the employee's return to work. Additionally, Department Heads who suspect abuse of sick leave or who have employees with a pattern of sick leave requests may require a physicians' excuse for each absence, provided that the request is consistent with the FMLA, the ADA, and any other applicable law. The requirement for documentation is at the sole discretion of the Department Head.

12.45 ABUSE

If abuse is suspected, the Department Head may investigate sick leave requests, disallow payment, and execute disciplinary action up to and including discharge.

12.50 ADVANCES

No employee shall be paid for sick leave time not yet earned. In the event of a prolonged illness or injury, an employee may use annual leave if available and approved by the City; if these options are not available/~~approved~~, LWOP, if approved by the City, must be taken.

12.55 EXCLUSION FOR OUTSIDE EMPLOYMENT

Illness or injury as a result of outside employment or profit making activity are excluded and absence as a result of such activities shall be unpaid personal leave, not paid sick leave.

12.60 PAYMENT OF UNUSED SICK LEAVE

At separation of employment, ~~Unused-unused~~ sick leave will only be paid out as follows:

- Voluntary Resignation under circumstances where the City, in its sole discretion, deems the resignation to be in good standing and where the employee has provided at least two weeks' notice in advance of his or her resignation. The City's determination as to whether the employee was in good standing at the time of resignation shall not be subject to the grievance procedure nor reviewable in any other manner. Illustrative circumstances where the employee will not be deemed to have resigned in good standing include, but are not limited to, circumstances where the employee resigned in lieu of discipline, while pending an investigation or other inquiry, after having been recently disciplined, after having received an evaluation which rated the employee less than "above satisfactory" on his or her most recent evaluation, and under any other circumstances where the City determines the employee's employment status to be in jeopardy.
- Layoff--See Section 22.15 for definition.
- Retirement from City service, so long as the retirement occurred as a result of a voluntary resignation/separation deemed by the City to be in good standing as set forth above.

- Death during employment, in which case payment shall be made to the spouse or family provided the employee was deemed by the City to be in good standing with the City at the time of his/her death as provided in Florida Statutes, Chapter 222.15.

~~upon a positive separation of service from the city.~~

Where these eligibility conditions are met, Accumulated-accumulated unused sick leave shall be reimbursed-paid out according to the below table at the following rates:

1 - 5 Years Service	--	20 percent of accrued leave <u>paid out</u>
6 - 10 Years Service	--	22 percent of accrued leave <u>paid out</u>
11 - 25 Years Service	--	25 percent of accrued leave <u>paid out</u>
26 Years Service	--	30 percent of accrued leave <u>paid out</u>

Also see Chapter 22 Separations from Service

Any sick leave not eligible for payout pursuant to the terms of this section shall be deemed forfeited.

12.65 WORKERS' COMPENSATION LEAVE

Worker's Compensation leave is a type of leave from employment which results from an employee's incapacity to work and which has been determined to have resulted from an injury or occupational disease such that the employee is entitled to benefits required by the City's Worker's Compensation coverage.

Employees determined to be covered under Worker's Compensation will not have their accrued sick (or any other time of) leave balance reduced for the time they are unable to work, nor will they accrue any additional time for that period. If an employee misses work time due to an ~~on-the-job~~ illness or injury which qualifies for leave under the FMLA, the City will place the employee on Family Medical Leave ~~provided they meet those requirements and the employee's FMLA leave shall run concurrently with the workers' compensation leave of absence. All FMLA rules will apply to this combination workers compensation/FMLA leave as followed by law.~~

12.66 SAFETY DAY LEAVE

Encouraging safety at work will directly benefit the City and its bottom line. More safety awareness leads to better practices, which will ultimately reduce lost time for employees, worker's compensation claims and cost of insurance premiums. To draw attention to workplace safety, the City would like to recognize previous accomplishments regarding safety.

Employees that have no safety violations or accidents of any kind during the fiscal year will incur four (4) hours extra towards their annual vacation leave by the City. This paid leave will accrue at the beginning of each fiscal year for the previous year.

CHAPTER 22 - SEPARATIONS FROM SERVICE

Separations from City service are categorized as:

22.10 RESIGNATION

~~Resignation as a means of separation of service can be further divided into "good standing" or "forced". Employees may elect to resign at any time and for any reason. As set forth in these policies, certain employment benefits, such as payout of unused leave for full-time employees, is dependent on the City determining that the employee resigned in good standing. The determination of whether an employee's resignation is deemed to be in good standing is solely within the discretion of the City and is not subject to review under the grievance procedure or any other City, administrative or judicial procedure. Illustrative circumstances where the employee will not be deemed to have resigned in good standing include, but are not limited to, circumstances where the employee resigned in lieu of discipline, while pending an investigation or other inquiry, after having been recently disciplined, after having received an evaluation which rated the employee less than "above satisfactory" on his or her most recent evaluation, and under any other circumstances where the City determines the employee's employment status to be in jeopardy. To be in good standing, the employee must also have provided at least two weeks' advanced notice of the resignation, unless an earlier time period has been expressly approved by the City.~~

~~Additionally, employees who are deemed by the City not to have resigned in good standing are also ineligible for reemployment with the City.~~

~~To resign in "good standing" is defined as an employee who provides a written resignation of at least two weeks' notice. Employees separating in good standing are eligible for payment of all leave balances as defined herein, for any other benefits to which they may be entitled (e.g. retirement) and for re-employment in the future. In cases of "forced resignation" in lieu of termination or legal prosecution, those employees are not eligible for re-employment in the future.~~

~~Forced resignation in lieu of termination or legal prosecution, waives the employee's right to payment for any and all leave balances, benefits and future re-employment. Resignation without a written, minimum two-week notice also waives the employee's right to payment for any and all leave balances, benefits and future re-employment.~~

CHAPTER 11 - ANNUAL LEAVE

11.10 POLICY

It is the policy of the City to allow full time, budgeted employees vacation leave for personal relaxation and family enjoyment. Annual leave may be used for vacation, sickness (after sick leave is exhausted), or for any other reason approved by the City.

11.15 ELIGIBILITY

Employees classified as full-time, budgeted earn scheduled annual leave benefits. Volunteers and employees who are classified as part-time, temporary, seasonal, contract, or emergency employees do not receive paid annual leave benefits. Continuous service is calculated from the date of employment, with leave being accrued from that date. Employees must have completed their six months of service before paid annual leave is permitted to be used. Separation with less than six months of service will result in loss of annual leave benefits or payment.

11.20 ANNUAL LEAVE ACCRUAL RATES

For employees who are regularly-scheduled to work a minimum of 40 hours per week, paid annual leave accrues as follows:

<u>Length of Service</u>	<u>Accrual Rate</u>
Hire date through completion of 5 th year	.0463 per hour (8 hours per month/96 hours per year)
6 th year through completion of 10 th year	.0578 per hour (10 hours per month/120 hours per year)
11 th year and beyond	.0692 per hour (12 hours per month/144 hours per year)

11.25 SCHEDULING

Each Department Head shall cause to have prepared a department leave schedule for eligible employees of the department. Conflicts in desired dates among the employees shall be decided by the Department Head with due regard to the needs of the City. The Department Head may require any employee to postpone scheduled vacation leave if the work requires it.

Also see Section 5.40

11.30 MAXIMUM ACCUMULATION

Leave accrued under this policy shall not be considered earned until it is used by the employee and/or paid out pursuant to the eligibility criteria set forth in Section 11.35.

Maximum annual leave accumulation shall not exceed 240 hours at the end of each Calendar year. It is the City's intent for all employees to have time off for rest and relaxation. Employees who have reached the maximum annual leave accumulation shall not accrue any additional annual leave until he or she has used sufficient leave to bring the accumulated unused leave below the maximum.

11.35 PAYMENT FOR UNUSED ANNUAL LEAVE

In the following situations, payment shall be made for all unused annual leave, up to the maximum accumulation amount set forth in Section 11.30:

- Voluntary Resignation under circumstances where the City, in its sole discretion, deems the resignation to be in good standing and where the employee has provided at least two weeks' notice in advance of his or her resignation. The City's determination as to whether the employee was in good standing at the time of resignation shall not be subject to the grievance procedure nor reviewable in any other manner. Illustrative circumstances where the employee will not be deemed to have resigned in good standing include, but are not limited to, circumstances where the employee resigned in lieu of discipline, while pending an investigation or other inquiry, after having been recently disciplined, after having received an evaluation which rated the employee less than "above satisfactory" on his or her most recent evaluation, and under any other circumstances where the City determines the employee's employment status to be in jeopardy.
- Layoff--See Section 22.15 for definition.
- Retirement from City service, so long as the retirement occurred as a result of a voluntary resignation/separation deemed by the City to be in good standing as set forth above.
- Death during employment, in which case payment shall be made to the spouse or family provided the employee was deemed by the City to be in good standing with the City at the time of his/her death as provided in Florida Statutes, Chapter 222.15.

Any annual leave not eligible for payout pursuant to the terms of this section shall be deemed forfeited.

11.40 ACCRUAL AND CONTINUOUS SERVICE

Annual leave at the accrual rates set forth above shall only accrue for hours in which the employee is actually working or for hours in which an employee is on an authorized paid leave of absence.

Annual leave shall not accrue during any time in which the employee is on an unpaid leave of absence. However, any time spent by an employee on an authorized unpaid leave (such as

military leave, unpaid FMLA leave, etc.) will be credited for purposes of determining the employee's length of service to be used in determining the applicable accrual rate to be used when the employee is not on unpaid status.

Budgeted employees who have been temporarily laid off (less than six months) and return are also credited for the time in determining the length of service for advancement to a higher accrual level.

CHAPTER 12 - SICK LEAVE, NON-JOB RELATED

12.10 POLICY

Paid sick leave is a benefit extended to full time employees having completed their probationary period to provide the security of continued pay within certain limitations. Paid sick leave is provided for a genuine need of the employee and is not an automatic entitlement to days off with pay.

12.15 DEFINITION

Sick Leave may be approved for any of the following:

- Illness, injury, incapacitation or quarantine of the employee or immediate family.
- Routine medical, dental or optical examinations, tests, screenings, and lab work which cannot be scheduled for the employee any time other than working hours.
- An unpaid leave of absence taken pursuant to the Family and Medical Leave Act, the Americans With Disability Act, the Florida Civil Rights Act's disability provisions, the Florida Workers' Compensation Law, or any other similar applicable law.

12.20 ELIGIBILITY

Budgeted full-time employees shall accrue sick leave on a weekly basis. Probationary employees accrue sick leave from date of employment, but are not eligible to use paid sick leave until the probationary period is satisfactorily completed. Seasonal, temporary, part-time, contract, or emergency employees are not eligible for paid sick leave.

12.25 BENEFITS

The amount of accrued sick leave is credited to the employee with each payroll. It is accrued at the rate of .0463 for 40 hour personnel (i.e., 96 hours per year).

Sick leave shall only accrue for hours in which the employee is actually working or for hours in which an employee is on an authorized paid leave of absence.

Sick leave shall not accrue during any time in which the employee is on an unpaid leave of absence.

12.30 RECORDING

Properly completed, signed and approved requests for advance or emergency leave shall be promptly submitted to the Personnel Department where a record will be maintained of individual employees' accrual and usage of sick leave. Sick leave will be charged in one-half hour increments as used and accrued at the end of pay period.

12.35 ACCUMULATION

Each employee may accrue sick leave on an unlimited basis.

12.40 PROOF

If an employee is absent from work on sick leave for three (3) or more consecutive days, the Department Head can require a physician's note be provided upon the employee's return to work. Additionally, Department Heads who suspect abuse of sick leave or who have employees with a pattern of sick leave requests may require a physicians' excuse for each absence, provided that the request is consistent with the FMLA, the ADA, and any other applicable law. The requirement for documentation is at the sole discretion of the Department Head.

12.45 ABUSE

If abuse is suspected, the Department Head may investigate sick leave requests, disallow payment, and execute disciplinary action up to and including discharge.

12.50 ADVANCES

No employee shall be paid for sick leave time not yet earned. In the event of a prolonged illness or injury, an employee may use annual leave if available and approved by the City; if these options are not available/ LWOP, if approved by the City, must be taken.

12.55 EXCLUSION FOR OUTSIDE EMPLOYMENT

Illness or injury as a result of outside employment or profit making activity are excluded and absence as a result of such activities shall be unpaid personal leave, not paid sick leave.

12.60 PAYMENT OF UNUSED SICK LEAVE

At separation of employment, unused sick leave will only be paid out as follows:

- Voluntary Resignation under circumstances where the City, in its sole discretion, deems the resignation to be in good standing and where the employee has provided at least two weeks' notice in advance of his or her resignation. The City's determination as to whether the employee was in good standing at the time of resignation shall not be subject to the grievance procedure nor reviewable in any other manner. Illustrative circumstances where the employee will not be deemed to have resigned in good standing include, but are not limited to, circumstances where the employee resigned in lieu of discipline, while pending an investigation or other inquiry, after having been recently disciplined, after having received an evaluation which rated the employee less than "above satisfactory" on his or her most recent evaluation, and under any other circumstances where the City determines the employee's employment status to be in jeopardy.
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- Death during employment, in which case payment shall be made to the spouse or family provided the employee was deemed by the City to be in good standing with the City at the time of his/her death as provided in Florida Statutes, Chapter 222.15.

Where these eligibility conditions are met, accumulated unused sick leave shall be paid out at the following rates:

1 - 5 Years Service	--	20 percent of accrued leave paid out
6 - 10 Years Service	--	22 percent of accrued leave paid out
11 - 25 Years Service	--	25 percent of accrued leave paid out
26 Years Service	--	30 percent of accrued leave paid out

Also see Chapter 22 Separations from Service

Any sick leave not eligible for payout pursuant to the terms of this section shall be deemed forfeited.

12.65 WORKERS' COMPENSATION LEAVE

Worker's Compensation leave is a type of leave from employment which results from an employee's incapacity to work and which has been determined to have resulted from an injury or occupational disease such that the employee is entitled to benefits required by the City's Worker's Compensation coverage.

Employees determined to be covered under Worker's Compensation will not have their accrued sick (or any other time of) leave balance reduced for the time they are unable to work, nor will they accrue any additional time for that period. If an employee misses work time due to an illness or injury which qualifies for leave under the FMLA, the City will place the employee on Family Medical Leave and the employee's FMLA leave shall run concurrently with the workers' compensation leave of absence.

12.66 SAFETY DAY LEAVE

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CHAPTER 22 - SEPARATIONS FROM SERVICE

Separations from City service are categorized as:

22.10 RESIGNATION

Employees may elect to resign at any time and for any reason. As set forth in these policies, certain employment benefits, such as payout of unused leave for full-time employees, is dependent on the City determining that the employee resigned in good standing. The determination of whether an employee's resignation is deemed to be in good standing is solely within the discretion of the City and is not subject to review under the grievance procedure or any other City, administrative or judicial procedure. Illustrative circumstances where the employee will not be deemed to have resigned in good standing include, but are not limited to, circumstances where the employee resigned in lieu of discipline, while pending an investigation or other inquiry, after having been recently disciplined, after having received an evaluation which rated the employee less than "above satisfactory" on his or her most recent evaluation, and under any other circumstances where the City determines the employee's employment status to be in jeopardy. To be in good standing, the employee must also have provided at least two weeks' advanced notice of the resignation, unless an earlier time period has been expressly approved by the City.

Additionally, employees who are deemed by the City not to have resigned in good standing are also ineligible for reemployment with the City.