



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

**MONDAY, NOVEMBER 3, 2014**  
**IMMEDIATELY FOLLOWING THE PUBLIC HEARING ON SAME DATE**

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

**PUBLIC HEARING – (Open Public Hearing)**

**FFY2014 COMMUNITY DEVELOPMENT BLOCK GRANT**

**CLOSE PUBLIC HEARING**

**OPEN REGULAR CITY COUNCIL MEETING**

**PRESENTATION**

1. Steve Underwood – 25 Years of Service to the City of Arcadia

**CONSENT AGENDA**

2. City Council Minutes for October 21, 2014 – Workshop (Penny Delaney – City Clerk)
3. City Council Minutes for October 21, 2014 – City Council Meeting (Penny Delaney – City Clerk)
4. Request for Special Event Permit – Mexican Rodeo on November 9, 2014 (Carl McQuay – City Planner)
5. Request to Hang Banner – 2014 Ag Fest Committee (Carl McQuay – City Planner)
6. Use of Old Fire Station on 10<sup>th</sup> Avenue for Christmas Parade Float by First Presbyterian Church (Carl McQuay – City Planner)
7. Extension to Agreement with Swaine & Harris, P.A. for Representation and Fees (Beth Carsten – Interim City Administrator / T.J. Wohl – City Attorney)
8. Re-appointment of Vince Sica as Board Member on the Arcadia Police Officers' and Firefighters' Pension Board (Penny Delaney – City Clerk)

**ACTION ITEMS**

9. Supplemental Joint Participation Agreement , Contract #AQU32 – Arcadia Municipal Airport (Penny Delaney – City Clerk)
10. Amendment to Interlocal Agreement Between the City of Arcadia and DeSoto County for Building Official Program (Carl McQuay – City Planner)
11. Reduction of Code Enforcement Lien regarding 509 W. Effie Street (Carl McQuay – City Planner)
12. Request the Purchase of City Property – Vacant Lot located at 1270 N. DeSoto Avenue (Carl McQuay – City Planner)

13. Update on Special Events Ordinance and Regulation of Temporary Motor Vehicle Sales (T.J. Wohl – City Attorney)
14. Ordinance Amending Regulation of Yard Sales – First Reading (T.J. Wohl – City Attorney)

**COMMENTS FROM DEPARTMENTS**

15. City Marshall
16. City Attorney
17. 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

*Presented to*

**Steve Underwood**

*In appreciation for*

**25 years**

*of outstanding service to the*

*City of Arcadia*



**10/29/89 – 10/29/14**

# AGENDA No. 2



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

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DEPARTMENT: Administration  
SUBJECT: Minutes from October 21, 2014 (Workshop)

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RECOMMENDED MOTION: Council Approval

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SUMMARY:

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FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

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Department Head: Penny Delaney Date: 11/03/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Beth Carsten Date:

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

**AGENDA MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF ARCADIA  
TUESDAY, OCTOBER 21, 2014  
5:00 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 5:05 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 Clerk Penny Delaney

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

John Bry, a consultant and Interim Program Manager hired by the Main Street Program, made a presentation to City Council regarding the opportunity to apply for a grant regarding City Hall. He stated that having a vibrant and vital downtown is very important to the economic health of the community overall and that is what they are looking to do with Arcadia. He said they are restructuring with the Main Street Program and one of the efforts is the old City Hall. He pointed out that it was constructed in 1926 and it is largely vacant. He further pointed out that it is an iconic historic building and has the potential to have an impact on the community and downtown. He advised of a specialty grant that is available through the Florida Historic Preservation Office that is anywhere from \$50,000.00 to \$350,000.00 and they are shooting for the \$50,000.00 opportunity. He pointed out that there is a match requirement and Arcadia is a designated ready community in the State of Florida. If Arcadia was not a designated ready community, the match would be 50%, but because Arcadia is a designated ready community, the match is 10% of the 50%, but it's 50% of the \$10,000.00 so the match would be \$2,500.00. Main Street Program will supply the match and submit the application. However, the application is due on October 31, 2014 and filed online, but a hard copy is submitted as well.

Mr. Bry explained the approach that would be taken once funding is secured. The first step would be to bring the stakeholders together to have a conversation, develop a plan and build

a consensus on a renovation strategy. The second step would be the planning phase which would be to complete a plan for the structure and how it ties into the bigger picture of the community. The third step would be to seek funding for the planning phases. He advised the stakeholders would be involved in the process and would discuss the next steps and options.

Mr. Bry explained that the request of the City at this time is to partner with Main Street Arcadia to implement the planning phase of the project, to serve as the application for the specialty grant, and he reminded that there is no funding needed as Main Street Arcadia will supply the match required. He stated that they have no idea if they will be successful to get the grant because it is a very competitive process, but they will try. Regarding the timeline of the grant, he advised that the State would make their review and initial funding determinations by December and if we are funded, funds would become available by July.

Mayor Frierson asked if there were any restrictions on how the money can be used and Mr. Bry answered that it had to be specified in the grant application and in this case, it would be to develop a plan for the building. If the funding is provided and the plan is carried out, we can approach them in another funding cycle and request money to actually do work to the building. Deputy Mayor Fink and Councilmember Keene expressed they were pleased with the possibility of the grant.

**ADJOURN**

Having no further business at this time, the meeting was adjourned at 5:27 P.M.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.

By:

\_\_\_\_\_  
Alice Frierson, Mayor

ATTEST:

\_\_\_\_\_  
Penny Delaney, City Clerk

# AGENDA No. 3



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

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DEPARTMENT: Administration

SUBJECT: Minutes from October 21, 2014 (City Council Meeting)

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RECOMMENDED MOTION: Council Approval

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SUMMARY:

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FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

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Department Head: Penny Delaney

Date: 11/03/14

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date:

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

**AGENDA MINUTES  
CITY COUNCIL  
CITY OF ARCADIA  
TUESDAY, OCTOBER 21, 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 Allen 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  
City Planner Carl McQuay

**PRESENTATION**

**Agenda Item 1 – Proclamation – Week of Family**

Mayor Frierson instructed the City Clerk to read the Proclamation and the City Clerk did so. Mayor Frierson presented Cindy Siegel with a Proclamation regarding Week of the Family.

**Agenda Item 2 – Proclamation – Food Day**

Mayor Frierson instructed the City Clerk to read the Proclamation and the City Clerk did so. Mayor Frierson presented Mary Kay Burns, DeSoto County Health Department Administrator with a Proclamation regarding Food Day.

### **Agenda Item 3 – Downtown Association**

The City Planner, Carl McQuay advised that the structures, fees, etc. needed to be addressed and that two (2) meetings were held on June 19, 2014 and June 24, 2014 for downtown vendors. He then made a presentation regarding various tiers, fees, and requirements. After the presentation, topics such as policing of events, frequency of events, posting of signs for events, and regulation of these and other topics were discussed. After much discussion, it was the general consensus to hold the garage sale fee at \$5.00 and not move it upward to \$10.00. The City Attorney advised that the fees could be handled through resolutions, but regulations, rules and requirements will have to be addressed through an ordinance.

Councilmember Keene advised that sanitary facilities should be provided and stated that he would like to advocate for portable restrooms with sinks, etc., for the bigger events. Rob Herron of 521 E. Pine Street, Arcadia, Florida spoke from the public and stated that \$50.00 per day may drive vendors away and suggested the fee remain at \$25.00 per day.

Sheri Fink of 417 W. Effie, Arcadia, Florida and President of the Antique Association on the fourth Saturday, assured that on their busy months, they supply two (2) extra restrooms on the other end of town also some shops open their restrooms to the public on the fourth Saturday. She stated a second option to paying the \$35.00 fee would be to join the antique association. Deputy Mayor Fink made a motion to have staff meet with the City Attorney to have the issue placed in ordinance form and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

### **CONSENT AGENDA**

**Agenda Item 4 – City Council Minutes for September 30, 2014**

**Agenda Item 5 – City Council Minutes for October 7, 2014**

**Agenda Item 6 – City Council Minutes for October 10, 2014**

**Agenda Item 7 – Air-Cadia Flowage and Hangar Rent Report for September 2014**

**Agenda Item 8 – Request for Special Event Permit – Relay for Life Community Kick-Off Sponsored by the American Cancer Society**

**Agenda Item 9 – Request for Special Event Permit – Arcadia Plein Air Paint-Out**

**Agenda Item 10 – Request for Special Event Permit – Tour of Homes**

**Agenda Item 11 – Request for Special Event Permit – Community Fall Festival**

**Agenda Item 12 – Specific Authorization No. 18 – General Consulting Services with Hazen and Sawyer**

Deputy Mayor Fink made a motion to approve Consent Agenda Items 4, 5, 6, 8, 9, 10, 11 and 12 and to pull Consent Agenda Item 7 for discussion. Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Regarding Agenda Item 7, Deputy Mayor Fink pointed out a notation on the report regarding a hangar being vacant and stated that he thought they were all full. He stated he would like to know how many are occupied and the Interim City Administrator stated she would find

out. Mayor Frierson stated that the previous administrator was aware of it. Ms. Carsten advised Mrs. Minnear has an interested renter and that it had been approved to have a locksmith remove the lock. The City Attorney advised that they needed to make sure it had been vacated and that they're not violating any commercial tenancy issues. He further stated a formal eviction may be necessary. Councilmember Keen suggested the occupant might be liable for past rent and an effort should be made to collect it. The City Attorney stated that he would get with the Interim City Administrator and Shelley Peacock regarding same. Deputy Mayor Fink made a motion to approve the item and Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

### **ACTION ITEMS**

#### **Agenda Item 13 – Authorization by City of Arcadia for Arcadia Main Street Program to apply for a grant regarding City Hall**

Mayor Frierson advised that the Arcadia Main Street Program had made a presentation to the City Council to apply for a grant regarding City Hall. Councilmember Heine made a motion to approve Arcadia Main Street Program to proceed with applying for the grant and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

#### **Agenda Item 14 – FDOT Lease – Mobile Home Park, Lot 9 Encroachment**

The City Attorney advised that a few months ago, there was an issue with one of the mobile homes encroaching on the FDOT right-of-way. He further advised one option was to move the mobile home or enter into a lease for the area affected by the encroachment. He stated the lease is for a five (5) year term and they have expressed their desire to renew it each year for \$4.00 a year and we would pay the \$20.00 lump sum upfront. He stated the cost to move the mobile home would be more than \$20.00. Councilmember Heine asked the City Attorney what his recommendation would be and the City Attorney recommended Council approve the lease agreement. Councilmember Heine made a motion to approve the lease agreement and Deputy Mayor Fink seconded the motion. Councilmember Keene asked if the encroachment was caused by the sale of the property to FDOT and the City Attorney advised that it was the prior right-of-way. No discussion followed and it was unanimously, 5/0, approved.

#### **Agenda Item 15 – Request to Plant Trees in City Right-of Way – Linda Luppino**

Linda Luppino of 129 S. Volusia Avenue, Arcadia, Florida, requested to have trees planted in the City right-of-way. Mayor Frierson asked if the right-of-way had any infrastructure under it of any type and the City Planner advised that it did. After much discussion, Councilmember Heine made a motion that the request be denied and Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

## **Agenda Item 16 – Property Maintenance Standards Committee Applications**

The City Attorney advised that he had spoken with Councilmember Heine about his son being on the committee and there is a potential issue for a violation of Florida's anti-nepotism law. He stated that after speaking with Councilmember Heine's son, Bobby, withdrew his name from the applicant list. Mr. Wohl also pointed out that two other applicants work at the same location. He stated not that there would be a Sunshine issue, but there's always the concern where two (2) individuals (sentence trailed off). The City Planner stated that Pam Ames had agreed to step down since she was the last one to submit her application. Councilmember Keene made a motion to approve moving forward with the committee with the seven (7) names and Deputy Mayor Fink seconded the motion. The City Attorney advised the committee would be in charge of reviewing any codes and ordinances pertaining to property maintenance, bringing them up to current standards, and adding any additional codes that we might not currently have. Councilmember Keene stated that he was under the understanding that work was done on this years ago so there may be groundwork already laid to use as a starting point. The City Attorney stated that he had a meeting with Ms. Daly and she had provided ordinances from when she was on a committee. He also stated that he had drafted an ordinance pertaining to this about a year ago to get the committee started. No discussion followed and it was unanimously, 5/0, approved.

## **Agenda Item 17 – Florida Highway Patrol Commercial Motor Vehicle Safety Inspections**

The City Planner advised that the Florida Highway Patrol had requested use of the old livestock market for safety inspections. Councilmember Keene asked the City Attorney if this would prevent Council from doing something with the property during this period of time and the City Attorney stated that they were not locked into a lease so he didn't think it would be an issue. Councilmember Heine stated that the State had not cleaned that property and Council has approached them several times and they refuse to do anything. He felt that since the State mandated that they dip the cattle with ticks, they should be responsible for clean-up of the property. He stated he has no objection to the troopers using it. Deputy Mayor Fink stated that he agrees with Councilmember Heine and felt they should investigate the possibility of a brown field area because until that is rectified, and they did mandate it, it will never be a usable piece of property. He felt it should be investigated as to what the options are and felt they should empower staff to deal with it because it's an important consideration. Karen Whaley of Representative Albritton's office was present and she advised that if there was a state issue that they're having a problem with, to please send her an e-mail with the details because they would be more than happy to follow up on it with the DEP or whichever agency it is. Deputy Mayor Fink asked if there was a consensus to have the Administrator contact and find out what's what and all agreed. Councilmember Keene made a motion to approve the Florida Highway Patrol use of the property for commercial vehicle safety inspections and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

### **Agenda Item 18 – Airport Fuel Tank Inspection**

Ron Watson, Chairman of the Arcadia Airport Advisory Committee, stated that at the last committee meeting, it was recommended to proceed with the fuel tank inspection. He advised that Committee Member Glenn Walker investigated what it would cost to have the tanks inspected and World Fuel gave an estimate of between \$485.00 and \$525.00 which is the inspection only. He stated they had been advised that if they find a lot of problems it could cost between \$28,000.00 and \$38,000.00 to repair, bring up to grade or replace. He stated that the committee's recommendation is to allocate the funding out of the necessary enterprise funds to have the tanks inspected prior to the takeover next spring. Councilmember Heine made a motion to approve the recommendation and Deputy Mayor Fink seconded the motion. Deputy Mayor Fink stated that at the last meeting, the City Attorney would go over a checklist to see what was required by the conclusion of the contract between the FBO and the present FBO. Mr. Watson stated they were in the process of developing it and it was an agenda item for their next committee meeting on November 6, 2014 and hopes to have that information for Council in plenty of time before the takeover. No discussion followed and it was unanimously, 5/0, approved.

### **Agenda Item 19 – Personnel Manual**

As directed by Council at the last meeting, the employment attorney has reviewed portions of the personnel manual and there are a lot of changes that are recommended. She suggested they take the time to review the changes and get back with her about their feelings regarding same. She then suggested it be brought back to the next meeting. Deputy Mayor Fink asked if they wanted to have a workshop. The City Attorney advised these changes were only three sections and the Interim City Administrator agreed and stated there was another issue that he couldn't get to in such a short period of time. She advised that the employment attorney was actually reviewing the whole manual and it will take a little while. The City Attorney advised they review it, come back at the next meeting and schedule a workshop when it is all completed.

### **COMMENTS FROM DEPARTMENTS**

#### **16. CITY MARSHAL**

As the City Marshal was approaching Council, Mayor Frierson stated she had heard nothing but positive input from the public regarding the fund-raiser at Slim's for the Shop with a Cop Program. Marshal Anderson advised the two (2) day event brought in \$5,900.00 and as of today, including donations, they are \$200.00 short of \$10,000.00. He advised they will now be able to extend the grades from kindergarten to eighth grade and the Health Department, the Guardian Ad Litem Program and other private donations have donated booster seats and car seats to be able to take the children in the squad cars to Wal-Mart. He further advised that Winn-Dixie will be giving out gift cards for food items only so the families can have a nice Christmas. He thanked everyone who contributed to the cause.

Councilmember Heine asked about the car. Marshal Anderson advised that he hasn't had a chance to speak to every council person yet, but that the department has a squad car that is broke down and it will cost \$7,300.00 to repair a car that is worth \$8,700.00. He stated that the department has roughly \$10,000.00 worth of drug confiscated money. He advised to outfit a brand new squad car is roughly \$24,000.00 to \$26,000.00, so roughly they would need another \$15,000.00 to replace the vehicle. He stated that he had spoken with the Interim City Manager/Finance Director and didn't feel it would be a smart move to put \$7,300.00 just for the engine into a car with transmission problems that is barely worth less than \$9,000.00. The Interim City Administrator advised that in the budget this past year, \$100,000.00 was put aside out of the surtax money for capital expenditure emergencies or things that would come up. She stated the funds were there if it was the Council's pleasure. Councilmember Heine made a motion to allow the police department to get the car. Marshal Anderson stated that Steve Underwood felt that they could sell the car as is for approximately \$1,500.00 to \$3,000.00. Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

## **17. CITY ATTORNEY**

The City Attorney advised the shade meeting was October 10, 2014, and the litigation attorney provided the settlement agreement and release signed by Mr. Santana. Mr. Wohl advised he would like to have Ms. Jankosky's signature on it before he asked Council to sign it and the litigation attorney replied that she would be signing it, but it needed to be approved as soon as possible. Mayor Frierson asked what the consequences would be if she didn't sign it and Mr. Wohl stated that potentially the insurer could force her to sign. Mayor Frierson asked the City Attorney what he recommended and he stated that he didn't see a risk of anything happening, but if there was a personal concern, given the circumstances of the insurance providing coverage for her, he felt it was a no brainer. Councilmember Keene asked if there would be any benefit if it was contingent upon her signing and Mr. Wohl thought that would be a great way to handle it. Councilmember Keene made a motion to approve the agreement contingent upon Judi Jankosky's production of her signature and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

## **18. INTERIM CITY ADMINISTRATOR**

The Interim City Administrator advised that the CDBG grant project in Bridle Path started this week.

Councilmember Keene asked the Interim City Administrator if she could bring them up to speed on the collapsed sewer line. Ms. Carsten advised they began last Tuesday and it was completed by Wednesday afternoon. She stated it went 500 feet, was connected on both sides and everything seems to be good. Mayor Frierson asked if she had a final figure and Ms. Carsten advised that she didn't, but thought it would be around \$25,000.00.

**PUBLIC**

Charles Conklin of 301 Bridle Path, Arcadia, Florida asked if they will let residents know where they'll be regarding the Bridle Path project. Ms. Carsten advised there was a sign at one entrance and there will be another one at the other entrance.

Susan Coker of 411 Frankfurt Street, Arcadia, Florida inquired as to the next Council meeting date due to elections. Councilmember Heine made a motion to schedule the meeting for November 11, 2014 and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Tara Anderson of the County Parks and Recreation Department pointed out that November 11, 2014 falls on Veteran's Day. Councilmember Heine made a motion to schedule the meeting for Monday, November 3, 2014, at 6:00 p.m. and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

**MAYOR AND COUNCIL MATTERS**

None

**ADJOURN**

Having no further business at this time, the meeting was adjourned at 7:44 P.M.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.

By:

\_\_\_\_\_  
Alice Frierson, Mayor

ATTEST:

\_\_\_\_\_  
Penny Delaney, City Clerk

# AGENDA No. 4



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

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DEPARTMENT: Planning and Zoning  
SUBJECT: Mexican Rodeo Festival

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RECOMMENDED MOTION:

Approval of event if off duty City Police are hired to work traffic control

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SUMMARY: The Alliance Mexico Corporation is requesting to hold a Rodeo/Festival at the Arcadia All-Florida Championship Rodeo grounds on November 9, 2014 from 9:00 am to 10:30 pm. All appropriate documents and requirements have been provided.

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FISCAL IMPACT: \_\_\_\_\_

( ) Capital Budget  
( ) Operating  
( ) Other

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

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Department Head: Carl A. McQuay Date: 11/03/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Beth Carsten Date:

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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](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

Adrian Colin  
\_\_\_\_\_  
PRINTED Name of Above

10/29/14  
\_\_\_\_\_  
Date

27-326-5656  
\_\_\_\_\_  
Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 10/29/14
Event Name Mexican Rodeo
Event Location 124 Heart St, Arcadia, FL 34266
Date(s) of Event 11/9/14 Hours of Event 9AM to 10:30PM
Expected Attendance 800
Event Sponsor Latin American Coalition Inc Non-Profit? X YES NO
Description of Event Rodeo and Music

Contact Person Adrian Colin Telephone 855-238-7676
Fax # 855-839-1362 Email adriano.colin@gmail.com
Insurance Carrier Acord
Insurance Agent Catlin Insurance Corp Agent's Phone 305-238-7676

- 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: [Signature] Date: 10/29/14
City Marshal [Signature] Approved Disapproved
City Administrator Approved Disapproved
City Council Approved Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Adrian Colin, as Officer of Latin American Coalition Inc 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 Mexican Rodeo to be held at 124 Heart St on 11/9/14.

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

By: [Signature]  
Printed Name: Adrian Colin

Entity Name: Latin American Coalition, Inc

Its: \_\_\_\_\_

Date: 10/29/14

STATE OF FLORIDA  
COUNTY OF Desoto

Sworn to and subscribed before me this 29<sup>th</sup> day of October, 2014, by Adrian Colin, as Latin American Coalition - Vice President who [ ] is personally known to me or [] has produced FLD # C.450-001-82-148-1 as identification.

FLORIDA NOTARY ASSOCIATION  
DENA K. DURAN  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE087400  
Expires 4/25/2015

[Signature]  
NOTARY PUBLIC Dena K. Duran  
10-29-14

**RECEIPT**

DATE 10-29-14

No. 459781

RECEIVED FROM Adrian Colvin

\$ 300.00

Three hundred and no/100 DOLLARS

FOR RENT  
 FOR Special Event Application

ACCOUNT		<input type="radio"/> CASH
PAYMENT	<u>300.00</u>	<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_  
BY D. Quam



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/29/14

<b>PRODUCER</b> J.L. Hernandez & Associates, Inc. 18839 S.W. 117th Ave. Miami, FL 33177 Phone (305) 238-7676 Fax (305) 378-9056	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>
--	--

<b>INSURED</b> ARMA PRODUCTIONS 314 Washinton Ave Homestead, FL 33030	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: CATLIN INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	300701237	10/10/14	10/10/15	EACH OCCURRENCE 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 1,000,000 PRODUCTS - COM/PO AGG 1,000,000
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

CONCERT PROMOTER

DESOTO COUNTY FAIR AND THE CITY OF ARCADIA ARE ALSO ADDITIONAL INSURED.  
 EVENT DATE: NOVEMBER 9, 2014

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
ARCADIO ALL-FLORIDA CHAMPIONSHIP RODE 124 HEARD STREET ARCADIA FLORIDA 34266	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE JOSE HERNANDEZ

**Arcadia All-Florida Championship Rodeo Association, Inc.**  
**124 Heard Street**  
**Arcadia, Florida 34266**  
**Contract**  
**Arena Rental**

For the use of the **ARCADIA ALL-FLORIDA CHAMPIONSHIP RODEO, INC.** grounds and arena on November 8, 2014 this agreement is as follows with Arma Productions, represented by Armando Gallegos

**The Sponsor's Representative agrees to:**

- \* pay a non-refundable \$1000.00 (per day of event) deposit to secure the day of said event, which will be credited toward the rental cost of \$3000.00 (per day of event),
- \* be responsible for security, including all costs. The Sponsor will contact the County Sheriff at 863-993-4700, regarding hiring off-duty officers for security. All security must remain until the rodeo grounds are cleared,
- \* purchase special event insurance for \$1,000,000.00 coverage, naming the Arcadia All-Florida Championship Rodeo Association, Inc., and the DeSoto County Fair as co-insured. Copy of the certification must be provided to both entities no later than two (2) weeks prior to the first day of the event.
- \* pay \$3,000.00 (per day of event) for rental of the arena and its grounds for the event, due at contact signing,
- \* pay \$50.00 (per day of event) for each concession booth used,
- \* to secure their own beer license; not to sell any beer in any type of glass containers; be responsible for any liability arising from the sales and consumption of any alcoholic beverages due to the event; and pay \$300.00 or 10% of gross beer sales (whichever is greater) to the Rodeo Association. Additionally, a Rodeo representative will take inventory of all beer brought on the grounds,
- \* use the beer company provided by the Rodeo Association,
- \* pay \$20.00 (per day of event) for each vendor,
- \* pay a refundable deposit of \$300.00 for clean up purposes, and
- \* settle payment of beer sales, vendor costs and clean up deposit at the end of the event.

The Arcadia All-Florida Championship Rodeo Association, Inc. agrees to:

- \* have the rodeo grounds and arena ready for the stated event,
- \* refund the \$300.00 to said sponsor when the grounds are cleaned,
- \* have Rodeo members available to open and close grounds and arena areas on the days prior to and on the day of the event,
- \* assist in settlement of beer sales, vendor costs and clean up deposit and,
- \* inspect the clean up to return the \$300.00 deposit in a timely manner.

WE UNDERSTAND AGREE TO THE ABOVE TERMS:

Arena Promotions  
SPONSOR/COMPANY'S NAME

[Signature]  
SPONSOR REPRESENTATIVE

8/5/14  
DATE

Willie Wood  
ARCADIA RODEO REPRESENTATIVE/TITLE

8/28/14  
DATE

Robert D. Stator  
WITNESSED BY

8-28/14  
DATE

[Signature]  
WITNESSED BY

8/28/14  
DATE

# AGENDA No. 5



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

---

DEPARTMENT: Planning and Zoning

SUBJECT: 2014 Ag Fest Committee – Permission to Hang Banner

---

RECOMMENDED MOTION: Council Approval

---

SUMMARY: The 2014 Ag Fest Committee is requesting permission to hang a canvas banner over Oak Street in the vicinity of BP (Amoco) to advertise a community event that will be held November 22, 2014. If approved, banner would be hung on Friday, November 7, 2014 and removed on Monday, November 24, 2014. The DeSoto County Turner Agri-Civic Center has agreed to coordinate the hanging and removal of the banner.

---

FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

---

Department Head: Carl McQuay Date: 11/03/14

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



**2014 Ag Fest Committee**

**2250 NE Roan Street**

**Arcadia FL 34266**

**Phone 863-993-4807 Fax 863-993-4676**

The 2014 Ag Fest Committee is requesting permission to hang a canvas banner over Oak Street in the vicinity of BP (Amoco). A banner hung at that location would greatly help us to advertise our community event that will be held November 22<sup>nd</sup>. We would like to have the banner hung Friday November 7<sup>th</sup> and we would schedule the removal for Monday November 24<sup>th</sup>. If we need to change either or both dates we will gladly make different arrangements. The DeSoto County Turner Agri-Civic Center has agreed to coordinate the hanging and removal of the banner. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jody Sullivan'. The signature is written in a cursive, flowing style with a large initial 'J'.

The 2014 Ag Fest Committee

# AGENDA No. 6



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

---

DEPARTMENT: Administration

SUBJECT: Request to Use Old Fire Station on 10<sup>th</sup> Avenue for Building of Christmas Parade Float and Storage of Same

---

RECOMMENDED MOTION: Council Approval

---

SUMMARY: The First Presbyterian Church is requesting use of the old fire station located on 10<sup>th</sup> Avenue from December 3, 2014 through December 8, 2014. The church will be entering a float in the Christmas Parade and would like to use the facility to build and store their float.

---

FISCAL IMPACT: \_\_\_\_\_  
 Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: Penny Delaney Date: 11/03/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Beth Carsten Date:

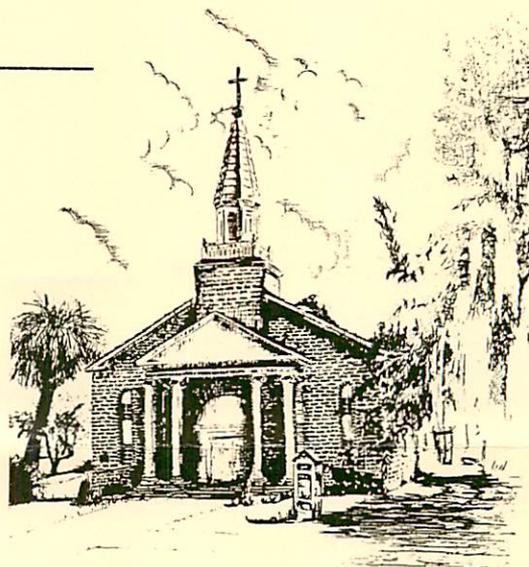
---

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

# First Presbyterian Church

---

N. MONROE AND W. HICKORY  
20 N. ORANGE AVE  
ARCADIA, FL. 34266  
(863) 494-4434  
FAX (863) 494-3164  
secretary@arcadiapresbyterianchurch.com



September 17, 2014

City of Arcadia  
Mayor and City Council  
23 N. Polk Ave  
Arcadia, FL 34266

To Whom It May Concern:

This year First Presbyterian Church is participating in the Christmas parade on December 6. We humbly ask if we could use the old fire station on 10<sup>th</sup> Street from Wednesday, December 3 through Monday, December 8 to build and store our float.

If you should have any questions, please contact the church office at 863-494-4434.

Thank you for your time and consideration in this matter.

Respectfully,

  
Eileen Z. Riggin  
Secretary

Cc: Donald Knoche, Chairman of Deacons

# AGENDA No. 7



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

---

DEPARTMENT: Legal  
SUBJECT: Extension to Agreement for Representation and Fees

---

**RECOMMENDED MOTION:**

---

**SUMMARY:**

The current Agreement for Representation and Fees with Swaine & Harris, P.A. ("Agreement") expires November 14, 2014. Paragraph 5 of the Agreement provides that it may be extended, from year to year, by City Council.

Paragraph 5 also provides that the Agreement may be terminated by giving ninety (90) days written notice. Accordingly, the new Council taking office in December 2014 will have an "out" in the event it wishes to retain a new City Attorney.

---

FISCAL IMPACT:  Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director (As to Budget Requirements) \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney (As to Form and Legality) \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

---

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

**EXTENSION TO  
AGREEMENT FOR REPRESENTATION AND FEES**

This is an Extension to the Agreement between the **CITY OF ARCADIA**, a Florida municipal corporation, whose mailing address is P.O. Box 351, Arcadia, FL 34265 (herein called "City") and **SWAINE & HARRIS, P.A.**, Attorneys at Law, 425 South Commerce Avenue, Sebring, Florida 33870 (herein called "Attorneys").

**WHEREAS**, the parties entered into an Agreement for Representation and Fees on June 18, 2013 and an Extension to Agreement for Representation and Fees on November 5, 2013 (herein called the "Agreement");

**WHEREAS**, the term of the Agreement expires November 14, 2014; and

**WHEREAS**, the parties wish to extend the Agreement,

**IT IS THEREFORE AGREED BY AND BETWEEN** the parties that the Agreement is extended as follows:

1. The term of the Agreement is hereby extended from November 15, 2014 to November 14, 2015.
2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

**AGREED TO** this 3rd day of November, 2014.

**CITY OF ARCADIA, FLORIDA**

**SWAINE & HARRIS, P.A.**

By: \_\_\_\_\_  
Alice Frierson, City Mayor

By: \_\_\_\_\_  
Thomas J. Wohl, Partner

ATTEST:

\_\_\_\_\_  
City Clerk

(corporate seal)

# AGENDA No. 8



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

---

DEPARTMENT: Administration

SUBJECT: Re-Appointment of Vice Sica to serve as a Board Member on the Arcadia Police Officers' and Firefighters' Retirement Pension Board

---

RECOMMENDED MOTION: Council Approval

---

SUMMARY: This is a request to re-appoint Vince Sica to serve as a Board Member due to one board position being up for re-appointment. The term would be from January 1, 2015 to December 31, 2019.

---

FISCAL IMPACT: \_\_\_\_\_  
 Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: Penny Delaney Date: 11/03/14  
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

**POLICE OFFICERS AND FIREFIGHTERS  
RETIREMENT PENSION BOARD  
PO BOX 351  
ARCADIA, FL 34265**

November 3, 2014

Penny Delaney  
City Recorder  
PO Box 351  
Arcadia, FL 34265

**RE: Re-appointment of Board Member by City Council**

Dear Penny:

Florida Statutes 175.061 & 185.05 requires that two citizens be appointed by the legislative body of the municipality to serve on the Police and Fire Pension Board. At this time we have one Board position up for re-appointment.

Please place an item on the next Council agenda to re-appoint Vince Sica to serve as a Board Member on the Arcadia Police Officers' and Firefighters' Pension Board. Said term will be for four (4) years from January 1, 2015 to December 31, 2019.

After Council action please send me an excerpt from the minutes showing the re-appointment.

Sincerely,



Shelly Baumann  
Recording Secretary to the Board

# AGENDA No. 9



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

---

DEPARTMENT: Administration/ Airport  
SUBJECT: Supplemental Joint Participation Agreement (SJPA) 431372-1-94-01 Pavement & Marking

---

RECOMMENDED MOTION: Motion to Approve Amendment to SJPA to read:

“PAVEMENT CONDITIONING, MARKING and FAA FLIGHT INSPECTION SERVICES”.

Before read only Pavement Conditioning, and Marking.

---

SUMMARY:

City of Arcadia entered into an agreement with State of Florida Department of Transportation approved January 4, 2013 for Project Pavement and Marking. Project number 431372-1-94-01 to receive grant funds totaling \$185,000.00. The Project has been completed with funds left over in the amount of \$20,000.00. With your approval the left over funds will provide a commissioning flight inspection of the PAPI on Runway 06. (X06)

---

FISCAL IMPACT: None  Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: Shelley Peacock

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Interim Beth Carsten Date:

---

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

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

726-030-07  
PUBLIC TRANSPORTATION  
08/11  
Page 1 of 5

Number One

Financial Project No.: <u>431372-1-94-01</u> (Item-segment-phase-sequence)	Fund: <u>010</u> Function: <u>215</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088719</u> Object Code: <u>750004</u> Org. Code: <u>55012020129</u> Vendor No.: <u>F 596000266021</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u> Catalog of State Financial Assistance Number: <u>55.004</u>		

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Arcadia

23 North Polk Avenue, Arcadia, Florida 34266

hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 4th day of January, 2013, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of 185,000.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.00 Project Description:**

The project description is amended to read: Pavement Conditioning, Marking, and FAA Flight Inspection Services.

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased /  decreased by \$0.00  
bringing the revised total cost of the project to \$185,000.00

Paragraph 4.00 of said Agreement is  increased /  decreased by \$0.00  
bringing the Department's revised total cost of the project to \$185,000.00

**3.00 Amended Exhibits:**

Exhibit(s) A is amended, attached and incorporated by reference.

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement "Expiration of Agreement" shall reflect an expiration date of July 1, 2018.

**5.00 E-Verify:**

Vendors/Contractors:

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

Financial Project No. 431372-1-94-01

Contract No. AQU32

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

Except as hereby modified, amended or changed, all other terms of said Agreement dated 1/4/2013  
and any subsequent supplements shall remain in full force and effect.

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

AGENCY

FDOT

City of Arcadia  
AGENCY NAME

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

*JK*  
*12/12/12*

Beth Carsten, Interim City Administrator

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

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
TITLE Interim Administrator

Director of Transportation Development  
TITLE

**III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING**

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	2013	\$185,000.00	FY
FY			FY

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

Financial Project No. 431372-1-94-01

Contract No. AQU32

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

**ATTACHMENT "A"  
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

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

**DESCRIPTION OF SUPPLEMENT (Include justification for cost change):**

The purpose of this supplemental agreement is to amend the project description and scope of services to include FAA commissioning flight inspection services for the PAPI on Runway 06.

I. Project Cost:	As Approved	As Amended	Net Change
	\$185,000.00	\$185,000.00	\$0.00
<b>Total Project Cost</b>	<b>\$185,000.00</b>	<b>\$185,000.00</b>	<b>\$0.00</b>
II. Fund Participation:	As Approved	As Amended	Net Change
Department:	\$185,000.00	\$185,000.00	\$0.00
Agency:	\$0.00	\$0.00	\$0.00
Other:			
<b>Total Project Cost</b>	<b>\$185,000.00</b>	<b>\$185,000.00</b>	<b>\$0.00</b>

---

Comments:

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

**CITY OF ARCADIA FLORIDA  
ARCADIA, FL**

**WHEREAS**, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Arcadia Florida** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

**WHEREAS**, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

**WHEREAS**, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

**NOW THEREFORE**, the FAA and the Sponsor mutually agree as follows:

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA/Flight Inspection Services, and **City of Arcadia Florida**.

**ARTICLE 2. Type of Agreement**

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

**ARTICLE 3. Scope**

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide a **commissioning flight inspection of the PAPI on Rwy 06 at Arcadia Municipal Airport (KX06) Arcadia, FL**. This Agreement provides funding for the FAA to establish these services.

Therefore, this project is titled:

**City of Arcadia Florida, Arcadia, FL**

- B. The FAA will perform a **commissioning flight inspection of the PAPI on Rwy 06 at Arcadia Municipal Airport (KX06) Arcadia, FL.**
- C. The Sponsor will:
1. Provide funding as estimated in Article 7.
  2. Upon signature and payment of agreement, contact James Field at 405-954-9318 or james.d.field@faa.gov and inform him when the site is ready for inspection. You may call Flight Inspection Central Operations if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is: \_\_\_\_\_ and the grant number is: \_\_\_\_\_.

**ARTICLE 4. Points of Contact**

**A. FAA:**

1. Flight Inspection Services will perform the Scope of Work included in this Agreement. Jim Wilson is the Manager, Mission Control Team, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9789. The Flight Inspection Services Agreement Administrator, Georgia Hines, can be reached at 405-954-8545. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Director, Flight Inspection Services.

**B. Sponsor Point(s) of Contact**

**Sponsor: City of Arcadia Florida**  
**Attention: Shelley Peacock**  
**Address: 23 N. Polk Ave.**  
**Arcadia, FL 34266**  
**Phone: 863-494-4114**  
**E-mail: speacock@arcadia-fl.gov**

**ARTICLE 5. Non interference with operations: [RESERVED]**

**ARTICLE 6. Transfer Agreement [RESERVED]**

**ARTICLE 7. Estimated Costs**

A. The estimated FAA costs associated with this Agreement are as follows:

Description of Reimbursable Item	Estimated Cost
<b>LABOR</b>	
NA	\$0
Labor Subtotal	\$0
Labor Overhead (17%)	\$0
Total Labor	\$0
<b>NON-LABOR</b>	
Flight Inspection	<b>\$3,836.00</b>
Non-Labor Overhead (6%)	<b>\$ 230.16</b>
Total Non-Labor	<b>\$4,066.16</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$4,066.16</b>

**Detailed Estimate:**

**Flight Inspection Estimated Cost**

	Type	Hours	Inspections	Estimated Cost
<i>Beech Rate \$1,918/hr</i>				
PAPI on Rwy 06 at KX06	Commissioning	2	1	\$3,836.00
			6% Administrative Overhead	<u>\$ 230.16</u>
	<b>Total Estimated Cost of Agreement</b>			<b>\$4,066.16</b>

B. The FAA- Flight Inspection Services reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to the most current edition of FAA Order 2500.36, Application of Flight Hour Rates. The estimates are based on rates in effect at the time this Agreement is signed.

C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the customer will reflect actual hours and costs to Flight Inspection Services.

D. **Sponsor** will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional

reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.

- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

#### **ARTICLE 8. Period of Agreement and Effective Date**

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

#### **ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement in annual installments as invoiced by the FAA. The Sponsor will send the advance payment to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Any advanced payment amount remaining in one fiscal year will be applied to the next fiscal year's payment due. Any amount due on the final bill will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the Sponsor.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement to the Agreement Coordinator. All advance payments will be sent to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA – Mike Monroney Aeronautical Center  
ATTN: AMK-323, Reimbursable Project Team  
P.O. Box 25082  
Oklahoma City OK 73125

The overnight mailing, address is:

DOT/FAA/Mike Monroney Aeronautical Center  
AMK-323 Reimbursable Project Team  
6500 S. MacArthur Blvd.  
Oklahoma City OK 73169  
Telephone: (405) 954-4962

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

**City of Arcadia Florida**  
**Attn: Beth Carsten**  
**23 N. Polk Ave.**  
**Arcadia, FL 34266**  
**863-494-4114**  
**ecarsten@arcadia-fl.gov**

- D. Pre-payment notices will be sent to the Sponsor on an annual basis.
- E. The cost estimates contained in Article 7 are expected to be the maximum cost associated with this Agreement, but may be modified to recover the FAA's actual cost. If during the course of this Agreement, actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Modifications**

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

#### **ARTICLE 11. Termination**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

#### **ARTICLE 12. Order of Precedence**

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

#### **ARTICLE 13. Legal Authority**

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

#### **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

**ARTICLE 15. Warranties**

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

**ARTICLE 16. Insurance**

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

**ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

**ARTICLE 18. Civil Rights Act**

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

**ARTICLE 19. Protection of Information**

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

**ARTICLE 20. Security [RESERVED]**

**ARTICLE 21. Intellectual Property**

Data developed as part of FAA operations is public information subject to the Freedom of Information Act (FOIA) and the Privacy Act.

**ARTICLE 22. Entire Agreement**

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 100 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION  
ADMINISTRATION**

**CITY OF ARCADIA FLORIDA**

SIGNATURE \_\_\_\_\_  
NAME Edward W. Lucke, Jr.  
TITLE Director, Flight  
Inspection Services  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME Shelley Peacock  
TITLE City of Arcadia Project  
Manager  
DATE \_\_\_\_\_

**CITY OF ARCADIA FLORIDA**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME Beth Carsten  
TITLE Interim City Manager  
DATE \_\_\_\_\_

RESOLUTION NO. 13 FOR  
JOINT PARTICIPATION AGREEMENT  
FOR AVIATION PROJECTS

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

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

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

1. That the JPA for Item-Segment-Phase-Sequence 431372-1-94-01, Contract No. AQU32 providing for department participation in the "pavement conditioning, marking and FAA Flight Inspection Services Project" at the Arcadia Municipal Airport is approved.
2. That Beth Carsten, Interim City Administrator, is authorized to enter into, modify, or terminate the JPA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2014.

By: \_\_\_\_\_  
Alice Frierson, Mayor

ATTEST:

\_\_\_\_\_  
Penny Delaney, City Clerk

# AGENDA No. 10



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

---

DEPARTMENT: Planning and Zoning  
SUBJECT: Amendment to interlocal Agreement between The City of Arcadia and Desoto County For Building Official Program

---

RECOMMENDED MOTION:  
Approval

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SUMMARY: The interlocal Agreement between The City of Arcadia and Desoto County for Building Official Program is being amended to reflect that the County building official will be responsible for enforcing expired permits violations within the City limits and all fees, penalties and awarded cost derived from related enforcement action will be handled by the Building Official.

---

FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

---

Department Head: Carl A. McQuay Date: 11/03/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

Interim City Administrator: Beth Carsten Date:

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

**AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF ARCADIA  
AND  
DESOTO COUNTY  
FOR  
BUILDING OFFICIAL PROGRAM**

**AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF ARCADIA  
AND  
DESOTO COUNTY  
FOR  
BUILDING OFFICIAL PROGRAM**

**THIS AMENDMENT TO THE INTERLOCAL AGREEMENT** (hereinafter referred to as the “Amendment”) is entered into by and between the **CITY OF ARCADIA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the “City”) and **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “County”) (hereinafter the City and the County collectively referred to as the “Parties”).

**RECITALS**

**WHEREAS**, the County and the City have common home rule powers to enforce building codes, contractor licensing and related ordinances; and

**WHEREAS**, the City, by Ordinance, is required to designate a “Building Official”; and

**WHEREAS**, by Interlocal Agreement dated August 2, 2011, recorded as Instrument No. 201114016244 in the Official Records of DeSoto County (hereinafter referred to as the “Interlocal Agreement”), the City has designated the County’s Building Official as the Building Official for the City; and

**WHEREAS**, the City wants to expand the services provided to the City by the County’s Building Official to include enforcement of expired permit violations within the incorporated City limits; and

**WHEREAS**, the County agrees to provide these additional services under the terms and conditions set forth herein; and

**WHEREAS**, this Agreement is authorized under Section 163.01, Florida Statutes; and

**NOW, THEREFORE**, in consideration of the foregoing Recitals and mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

**Section 1.** Sections 2 and 3 of the Interlocal Agreement are amended to read as follows:

**Section 2 – PERMITTING –**

(a) The Building Official is authorized to receive applications for building and construction permits throughout the incorporated and unincorporated areas of DeSoto County, and to determine permit compliance with applicable City and County ordinances and codes. City building and construction ordinances shall apply in the incorporated areas, and the County's building and construction ordinances shall apply in the unincorporated areas of DeSoto County. If in the opinion of the Building Official, a provision of the City building or construction ordinance is not in compliance with the Florida Building Code, then the Building Official shall utilize the applicable County ordinance, or refer matters relating thereto to the City for disposition and handling. This may include citations issued under the County's Demolition of Dilapidated Structures ordinance. However, the City shall be responsible for enforcement of citations issued under the County's Demolition of Dilapidated Structures ordinance for structures within the incorporated City limits.

(b) The Building Official shall assist the City as necessary and upon request to enforce City ordinances concerning nuisances.

(c) Shed and sign applications in the incorporated areas requiring structural and/or electrical permitting, and demolition permits in incorporated areas shall be handled by the Building Official in accordance with County permitting and enforcement requirements.

(d) The Building Official shall be responsible for enforcing expired permit violations for the City within its incorporated areas and for the County within its unincorporated areas in accordance with the County's special master hearing process.

**Section 3 – FUNDING –**

(a) Funding for the services of the Building Official on behalf of the City under this Agreement shall be from building permit fees, plan review fees, contractor licensing fees, and fees, penalties and award of costs derived from related enforcement actions, including expired permit violations, handled by the Building Official. Building permit fees shall be waived for City owned projects which are 100% City funded. Any fees collected by the Building Official under this Agreement are separate from fees collected by the City. The Building Official shall deposit and remit to the County all fees collected under this Agreement.

(b) The County may revise and amend its fee schedule on an annual or more frequent basis. However, if the City Council objects to the imposition of any new or increased fees on any permit issued or to be issued by the City, the City may immediately

terminate this Agreement. Unless the City Council provides notice of termination, new or increased fees adopted by the County shall apply to permit issued or to be issued in the City under this Agreement.

**Section 2** – The Interlocal Agreement remains in effect in accordance with its terms, except as specifically amended herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused their respective representatives to execute this instrument on their behalf, on the dates set forth below.

**CITY OF ARCADIA, FLORIDA**

By: \_\_\_\_\_  
Alice Frierson, Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form and Correctness:

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

**DESOTO COUNTY, FLORIDA**

By \_\_\_\_\_  
Elton A. Langford, Chairman

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mandy J. Hines, County Administrator

Approved as to Form and Correctness:

\_\_\_\_\_  
Donald D. Conn, County Attorney

**AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF ARCADIA  
AND  
DESOTO COUNTY  
FOR  
BUILDING OFFICIAL PROGRAM**

**AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN  
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**RECITALS**

**WHEREAS**, the County and the City have common home rule powers to enforce building codes, contractor licensing and related ordinances; and

**WHEREAS**, the City, by Ordinance, is required to designate a “Building Official”; and

**WHEREAS**, by Interlocal Agreement dated August 2, 2011, recorded as Instrument No. 201114016244 in the Official Records of DeSoto County (hereinafter referred to as the “Interlocal Agreement”), the City has designated the County’s Building Official as the Building Official for the City; and

**WHEREAS**, the City wants to expand the services provided to the City by the County’s Building Official to include enforcement of expired permit violations within the incorporated City limits; and

**WHEREAS**, the County agrees to provide these additional services under the terms and conditions set forth herein; and

**WHEREAS**, this Agreement is authorized under Section 163.01, Florida Statutes; and

**NOW, THEREFORE**, in consideration of the foregoing Recitals and mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

**Section 1.** Sections 2 and 3 of the Interlocal Agreement are amended to read as follows:

**Section 2 – PERMITTING –**

(a) The Building Official is authorized to receive applications for building and construction permits throughout the incorporated and unincorporated areas of DeSoto County, and to determine permit compliance with applicable City and County ordinances and codes. City building and construction ordinances shall apply in the incorporated areas, and the County’s building and construction ordinances shall apply in the unincorporated areas of DeSoto County. If in the opinion of the Building Official, a provision of the City building or construction ordinance is not in compliance with the Florida Building Code, then the Building Official shall utilize the applicable County ordinance, or refer matters relating thereto to the City for disposition and handling. This may include citations issued under the County’s Demolition of Dilapidated Structures ordinance. However, the City shall be responsible for enforcement of citations issued under the County’s Demolition of Dilapidated Structures ordinance for structures within the incorporated City limits.

(b) The Building Official shall assist the City as necessary and upon request to enforce City ordinances concerning nuisances.

(c) Shed and sign applications in the incorporated areas requiring structural and/or electrical permitting, and demolition permits in incorporated areas shall be handled by the Building Official in accordance with County permitting and enforcement requirements.

(d) The Building Official shall be responsible for enforcing expired permit violations for the City within its incorporated areas and for the County within its unincorporated areas in accordance with the County’s special master hearing process.

**Section 3 – FUNDING –**

(a) Funding for the services of the Building Official on behalf of the City under this Agreement shall be from building permit fees, plan review fees, contractor licensing fees, and fees, penalties and award of costs derived from related enforcement actions, including expired permit violations, handled by the Building Official. Building permit fees shall be waived for City owned projects which are 100% City funded. Any fees collected by the Building Official under this Agreement are separate from fees collected by the City. The Building Official shall deposit and remit to the County all fees collected under this Agreement.

(b) The County may revise and amend its fee schedule on an annual or more frequent basis. However, if the City Council objects to the imposition of any new or increased fees on any permit issued or to be issued by the City, the City may immediately

terminate this Agreement. Unless the City Council provides notice of termination, new or increased fees adopted by the County shall apply to permit issued or to be issued in the City under this Agreement.

**Section 2** – The Interlocal Agreement remains in effect in accordance with its terms, except as specifically amended herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused their respective representatives to execute this instrument on their behalf, on the dates set forth below.

**CITY OF ARCADIA, FLORIDA**

By: \_\_\_\_\_  
Alice Frierson, Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form and Correctness:

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

**DESOTO COUNTY, FLORIDA**

By \_\_\_\_\_  
Elton A. Langford, Chairman

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mandy J. Hines, County Administrator

Approved as to Form and Correctness:

\_\_\_\_\_  
Donald D. Conn, County Attorney

July 10, 2011

Inst 201114016244 Date: 8/26/2011 Time: 2:33 PM  
 DC. Mitzie McGavic Desoto County Page 1 of 3

**INTERLOCAL AGREEMENT**

**BETWEEN**

**THE CITY OF ARCADIA**

**AND**

**DESOTO COUNTY**

**FOR**

**BUILDING OFFICIAL PROGRAM**

**ORIGINAL**

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF ARCADIA  
AND  
DESOTO COUNTY  
FOR  
BUILDING OFFICIAL PROGRAM**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as the "Agreement") is entered into by and between the **CITY OF ARCADIA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City") and **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") (hereinafter the City and the County collectively referred to as the "Parties").

**RECITALS**

**WHEREAS**, the County and the City have common home rule powers to enforce building codes, contractor licensing and related ordinances; and

**WHEREAS**, the City, by Ordinance, is required to designate a "Building Official"; and

**WHEREAS**, the City desires to enter into this Agreement with the County for said services and for the designation of the County's Building Official as the Building Official for the City; and

**WHEREAS**, the County agrees to provide these services under the terms and conditions set forth herein; and

**WHEREAS**, this Agreement is authorized under Section 163.01, Florida Statutes; and

**NOW, THEREFORE**, in consideration of the foregoing Recitals and mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

**Section 1 – BUILDING OFFICIAL** – The County and the City agree that the DeSoto County "Building Official" will be the designated "Building Official" for the City with all of the rights, duties and responsibilities conferred by ordinance and codes of the City. Nothing in this Agreement affects the Building Official's rights, duties and responsibilities under County ordinances and codes, or Chapter 468, Part XII, and Chapter 553, Florida Statutes.

**Section 2 – PERMITTING** –

(a) The Building Official is authorized to receive applications for building and construction permits throughout the incorporated and unincorporated areas of DeSoto County, and to determine permit compliance with applicable City and County ordinances and codes. City building and construction ordinances shall apply in the incorporated areas, and the County's building and construction ordinances shall apply in the unincorporated areas of DeSoto County. If in the opinion of the Building Official, a provision of the City building or construction ordinance is not in compliance with the Florida Building Code, then the Building Official shall utilize the applicable County ordinance, or refer matters relating thereto to the City for disposition and handling. This may include citations issued under the County's Demolition of Dilapidated Structures ordinance. However, the City shall be responsible for enforcement of citations issued under the County's Demolition of Dilapidated Structures ordinance for structures within the incorporated City limits.

(b) The Building Official shall assist the City as necessary and upon request to enforce City ordinances concerning nuisances.

(c) Shed and sign applications in the incorporated areas requiring structural and/or electrical permitting, and demolition permits in incorporated areas shall be handled by the Building Official in accordance with County permitting and enforcement requirements.

### **Section 3 – FUNDING –**

(a) Funding for the services of the Building Official on behalf of the City under this Agreement shall be from building permit fees, plan review fees, contractor licensing fees and fees derived from related enforcement actions handled by the Building Official. Building permit fees shall be waived for City owned projects which are 100% City funded. Any fees collected by the Building Official under this Agreement are separate from fees collected by the City. The Building Official shall deposit and remit to the County all fees collected under this Agreement.

(b) The County may revise and amend its fee schedule on an annual or more frequent basis. However, if the City Council objects to the imposition of any new or increased fees on any permit issued or to be issued in the City, the City may immediately terminate this Agreement. Unless the City Council provides notice of termination, new or increased fees adopted by the County shall apply to permits issued or to be issued in the City under this Agreement.

**Section 4 – TERM –** The term of this Agreement shall be for a period of five (5) years, commencing on the date the last Party executes this Agreement, as shown below. Thereafter, it shall automatically renew for successive one (1) year periods. With the exception of immediate termination under the provisions of Section 3(b) hereof, either Party may terminate this Agreement at any time by providing ninety (90) days written notice to the other Party.

**Section 5 – HOLD HARMLESS –** Each Party to this Agreement shall hold the other harmless for actions taken by the Building Official under the terms of this Agreement.

**Section 6 – SEVERABILITY –** The provisions of this Agreement are not severable, and if any

provision of this Agreement is held to be unconstitutional or invalid for any reason by a court of competent jurisdiction, this Agreement shall be deemed to be null and void and of no further effect on the Parties.

**Section 7 – NOTICE** - All notices required hereunder shall be deemed properly delivered when and if personally delivered, or if sent by (a) telegram, (b) telecopy, (c) Federal Express (or a comparable express delivery system), or (d) mailed by registered or certified mail, return receipt requested, postage prepaid, to the Parties as set forth below (notices being deemed given when so deposited in the U.S. Mail):

As to the City:           City Administrator  
                                  City of Arcadia  
                                  121 W. Hickory Street  
                                  Arcadia, Florida 34266

As to the County        County Administrator  
                                  DeSoto County  
                                  201 E. Oak Street, Ste. 201  
                                  Arcadia, Florida 34266

The Parties hereto may change the person or persons to whom notice is to be delivered by giving notice to the other Party in the manner provided in this Section.

**Section 8 – RECORDING** – In accordance with Chapter 163.01, the County shall cause this fully executed Agreement to be recorded, at its sole expense, in the Public Records of Desoto County.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the Parties hereto have caused their respective representatives to execute this instrument on their behalf, on the dates set forth below.

CITY OF ARCADIA, FLORIDA

By: Keith Keene for Robert Heine  
Mayor

Dated: 8/2/11

ATTEST:

Dr. James A. Hill  
City Administrator and Clerk

Approved as to Form and Correctness:

William  
City Attorney

DESOTO COUNTY, FLORIDA

By Ronald P Neady  
Chairman

Dated: 8/2/11

ATTEST:

C. Susan Mayes  
County Administrator

Approved as to Form and Correctness:

Paula Romo  
County Attorney

# AGENDA No. 11



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

---

DEPARTMENT: Planning and Zoning

SUBJECT: Request the reduction of code enforcement lien

---

RECOMMENDED MOTION: Payment of cost and 10% of lien for a total of \$1211.20  
Approval

---

SUMMARY: Mr. Gary Frierson is requesting the reduction of a code enforcement lien on the property located at 509 West Effie Street. The total amount of the lien is \$5915.21. Mr. Frierson is not the original owner of this property. This property was acquired through the purchasing of delinquent taxes. The City, at one point, did correct all violations as directed by City Council at the cost of \$619.60. The property went back into violation until it was purchased by Mr. Frierson and he corrected all ongoing violations.

---

FISCAL IMPACT: \_\_\_\_\_  
 Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: Carl A. McQuay Date: 11/3 /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

**Arcadia Police Department, Florida**  
725 N. BREVARD AVE. • ARCADIA, FL 34266

**CITY CODE VIOLATION WARNING**

A.P.D. Case Number P12-5341  
City Ordinance Section 50-102(12)  
RESIDENT NAME: vacant house  
PROPERTY ADDRESS: 509 Effie St.

**TYPE OF CODE VIOLATION**

- Improperly Parked Vehicle Over 1.5 Tons \_\_\_\_\_
- Parking on Sidewalk \_\_\_\_\_
- Overgrown Lot / High Grass \_\_\_\_\_
- Trash / Garbage / Other \_\_\_\_\_
- Improper Fence / Other \_\_\_\_\_
- Unsafe Structure \_\_\_\_\_
- Abandoned Vehicles / Improperly Stored \_\_\_\_\_
- Nuisance Type \_\_\_\_\_
- No Occupational Licenses / Permits \_\_\_\_\_
- Other \_\_\_\_\_

IS IN VIOLATION OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA, FLORIDA, AND MUST BE CORRECTED WITHIN FIVE (5) CALENDAR DAYS OF THE DATE OF THIS NOTICE. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION. FOR ADDITIONAL INFORMATION PLEASE PHONE (863) 494-2222.

**Additional Officer Remarks:**

Property was cleaned by the city of  
Arcadia. All charges will be  
added to existing loan on  
property

Date this 30 day of Aug, 2012.

C. M. [Signature]  
Law Enforcement Officer Signature

\_\_\_\_\_  
Resident Signature

**Arcadia Police Department, Florida**  
17 N. POLK AVE. • ARCADIA, FL 34266

**CITY CODE VIOLATION WARNING**

A.P.D. Case Number 910-4910

City Ordinance Section 50-102(12) High grass/weeds over 12 inches

RESIDENT NAME: Vacant House DATE OF BIRTH: \_\_\_\_\_

PROPERTY ADDRESS: 509 W. Effie ST

**TYPE OF CODE VIOLATION**

- Improperly Parked Vehicle Over 1.5 Tons \_\_\_\_\_
- Parking on Sidewalk \_\_\_\_\_
- Overgrown Lot / High Grass please mow entire yard
- Trash / Garbage / Other \_\_\_\_\_
- Improper Fence / Other \_\_\_\_\_
- Unsafe Structure \_\_\_\_\_
- Abandoned Vehicles / Improperly Stored \_\_\_\_\_
- Nuisance Type \_\_\_\_\_
- No Occupational Licenses / Permits \_\_\_\_\_
- Other \_\_\_\_\_

IS IN VIOLATION OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA, FLORIDA, AND MUST BE CORRECTED WITHIN FIVE (5) CALENDAR DAYS OF THE DATE OF THIS NOTICE. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION. FOR ADDITIONAL INFORMATION PLEASE PHONE (863) 494-2222.

**Additional Officer Remarks:**

Please mow entire yard within 5 days  
of receipt of this notice

Please secure windows and doors

10/17 No Change to property      10/20 No Change to property

Date this 29 day of Sept, 2010.

C. McQuay  
Law Enforcement Officer Signature

Resident Signature

**BEFORE THE SPECIAL MASTER  
OF THE CITY OF ARCADIA**

CITY OF ARCADIA, a municipal  
corporation of the State of Florida,

Petitioner/Lien Holder



CERTIFIED  
TO BE A TRUE COPY  
MITZIE W. MCGAVIC, CLERK

BY Cynthia Henderson

Vs.

CASE NO. P10-4910

ADAV H. CRAWFORD

Respondent.

Inst: 201114011771 Date: 3/1/2011 Time: 2:39 PM  
DC, Mitzie McGavic, DeSoto County Page 1 of 2

**LIEN ORDER**

THIS CAUSE came on for hearing on February 1, 2011, before the City of Arcadia Special Master upon the City's Affidavit of Non-Compliance, alleging that the Respondent has failed to comply with the Special Master's previous order dated November 2, 2010, as provided by Section 162.09(1), Florida Statutes, upon considering all matters presented and the file and record hereof, the Special Master finds and mitigates that the total penalty assessed for more than 10 days is \$5,625.00 as fine, plus the costs of bringing this action in the amount of \$290.21 for a total penalty of \$5,915.21, which Respondent is ordered to pay the Petitioner. The aforementioned fine is for the violation that existed at the following real property located in the City of Arcadia, located in DeSoto County, Florida, to-wit:

**Legal Description: Emma C. Johnson's West End Add. E ½ of Lot 15**

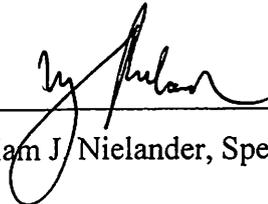
**PARCEL # 25-37-24-0106-0000-0155**

**Site Location: 509 W. Effie Street, Arcadia, FL**

It is the order of the Special Master that the total fine and cost penalty imposed herein if unpaid within 10 days of the date of this order, shall constitute a lien against the above real property, which is owned by Respondent in DeSoto County, Florida, pursuant to Section 162.09(3), Florida Statutes and City of Arcadia Ordinance 911 and City of

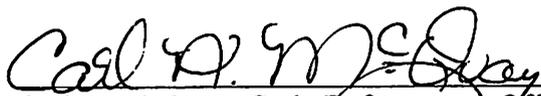
Arcadia Resolutions 2004-16; and the Clerk of the Special Master is directed to record a true copy of this Order in the Official Records of DeSoto County, Florida.

DONE AND ORDERED in Arcadia, DeSoto County, Florida, this 7<sup>th</sup> day of February, 2011.



William J. Nielander, Special Master

ATTEST:



Carl A. McQuay, Code Enforcement Officer



**Mitzie W. McGavic**  
DeSoto County Clerk of the Circuit Court

State of Florida  
12th Judicial  
Circuit

[New Search](#)

## Case Progress Dockets

CASE NUMBER	FILE DATE	CASE TYPE	STATUS
<u>142009CA001244CAAXMA</u> [2009CA001244AX]	12/10/2009	RES FORECLOSURE \$250 +	CLOSED
[PLAINTIFF=THE BANK OF NEW YORK MELLON DEFENDANT=CRAWFORD, ADAV M ] [JUDGE=UNKNOWN]			
LAST DOCKET DATE=01/28/2010			
<a href="#">[Court Events]</a>   <a href="#">[Finance Info]</a>   <a href="#">[Docket Info]</a>			
ACTION DATE	TEXT		
01/28/2010	RETURN OF NON-SERVICE (ADAV M. CRAWFORD A/K/A ADAV H. CRAWFORD) 12/30/09 @ 1:25 PM - FILED		
01/28/2010	AFFIDAVIT OF NON-SER (UNK PARTIES #2) 12/14/09 @ 8:49 AM - FILED		
01/28/2010	AFFIDAVIT OF NON-SER (UNK PATIES #1) 12/14/09 @ 8:49 AM - FILED		
01/19/2010	NOTICE OF DISMISSAL AND DISCHARGE OF LIS PENDENS - F/R OR INST 201014000599 - FILED		
01/19/2010	MEANS OF FINAL DISPOSITION - DISMISSED BEFORE HEARING - FILED		
12/10/2009	FILING FEE ASSESSED-CIVIL ACTION \$50,001 to \$250,000 Receipt: 21013071 Date: 12/11/2009		
12/10/2009	VALUE OF REAL PROPERTY OR MORTGAGE FORECLOSURE CALIM		
12/10/2009	CIVIL COVER SHEET FILED		
12/10/2009	COMPLAINT W/COPY OF NOTE/MTG - FILED		
12/10/2009	NOTICE LIS PENDENS - F/R OR INST 200914010000 - FILED		
12/10/2009	SUMMONS X3 Receipt: 21013072 Date: 12/10/2009		



APD  
HOUSE  
EFFIE + OADE

More saving.  
More doing.<sup>SM</sup>

19690 COCHRAN BLVD.  
PORT CHARLOTTE, FL 33948 (941)6250783

0201 00001 29148 09/05/12 09:55 AM  
CASHIER CONCETTA - CXE429

776391200007 7/16 OSB <A>  
7/16" 4'X8' OSB  
20@11.37 227.40N

SUBTOTAL 227.40  
SALES TAX 0.00

TAX EXEMPT  
TOTAL \$227.40  
XXXXXXXXXXXX6795 HOME DEPOT 227.40  
AUTH CODE 005135/1014731 TA



0201 01 29148 09/05/2012 0303

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 12/04/2012  
THE HOME DEPOT RESERVES THE RIGHT TO  
LIMIT / DENY RETURNS. PLEASE SEE THE  
RETURN POLICY SIGN IN STORES FOR  
DETAILS.

BUY ONLINE PICK-UP IN STORE  
AVAILABLE NOW ON HOMEDEPOT.COM.  
CONVENIENT, EASY AND MOST ORDERS  
READY IN LESS THAN 2 HOURS!

\*\*\*\*\*

ENTER FOR A CHANCE  
TO WIN A \$5,000  
HOME DEPOT GIFT  
CARD!

Share Your Opinion With Us! Complete  
the brief survey about your store visit  
and enter for a chance to win at:

[www.homedepot.com/opinion](http://www.homedepot.com/opinion)

COMPARTA SU OPINION EN  
UNA BREVE  
ENCUESTA PARA LA OPORT  
UNIDAD DE GANAR.

User ID:  
58786 58586

Password:  
12455 58585

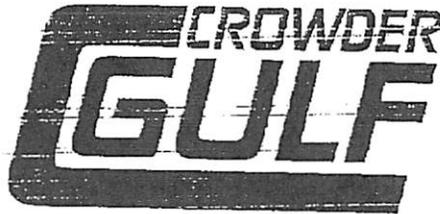
Entries must be entered by 10/05/2012.  
Entrants must be 18 or older to enter.  
See complete rules on website. No  
purchase necessary.

Make sure  
this is not  
Welle City  
workers did  
Repair

Suppose to  
be w Pine  
(trash bin)

01210-38460

Attn: Marshal Lee  
From Jerry Public Works



MARINE PROJECT MANAGEMENT

509

House on Effie

227.40

WOOD

3 HR LABOE To get Wood \$30.00

SCREWS \$32.28

INMATE LABOR \$170.00

2 MEN PUT UP BOARDS \$160.00



NOTICE TO INTERESTED PERSONS RE: EXCESS FUNDS

NOTICE

Certificate No: 387 Tax Deed # 13-58-TD

Description: THE EAST ½ OF LOT 15, EMMA C. JOHNSONS WEST END ADDITION TO ARCADIA, FLORIDA, AS PER MAP OF PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR DESOTO COUNTY, FLORIDA, IN PLAT BOOK 2, PAGE 4, AND PLAT BOOK C-5, PAGE 3.

Pursuant to Chapter 197, Florida Statutes, the above property was sold at public sale on FEBRUARY 5, 2014. After payment of all funds due to government units has been made, a surplus of \$27.70 will remain and be held by this office for a period of 1 YEAR from the date of this notice for the benefit of persons having interest in and to this property as described in Section 197.502(4), Florida Statutes, as their interests may appear.

These funds will be used to satisfy in full, to the extent possible, each senior mortgage or lien in the property. Before distribution of these of any funds, you must submit a notarized statement of claim to this office, detailing the particulars of your lien, and the amounts currently due, within 1 YEAR of the date of this notice. A copy of this notice must be attached to your statement of claim. After examination of the statements of claim filed, this office will notify you if you are entitled to any payment.

Dated this 5TH DAY OF FEBRUARY, 2014.

Mitzie W. McGavic,  
DeSoto County Clerk of Courts

By: Cristal M. Henderson  
Deputy Clerk

# AGENDA No. 12



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

---

DEPARTMENT: Planning and Zoning

SUBJECT: Request the purchase of City owned property

---

RECOMMENDED MOTION:

Approval

---

SUMMARY: Mr. Gary Frierson is requesting to purchase property owned by the City of Arcadia, Parcel #30-37-25-0A00-1270-0000. The property is located at 1270 N. Desoto Ave. An appraisal was done by Eugene P. Heitman, and property was appraised at \$6,500.00.

---

FISCAL IMPACT: \_\_\_\_\_  
 Capital Budget  
 Operating  
 Other

ATTACHMENTS:  Ordinance  Resolution  Budget  Other

---

Department Head: Carl A. McQuay

Date: 11/03/14

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

# INVOICE

**FROM:**

Eugene P. Heitman  
 Cert Res RD1649  
 5162 NW Oak Hill Ave.  
 Arcadia, FL 34266  
 heitman@strato.net  
 Telephone Number: 863-558-0350 Fax Number: 863-993-3421

**INVOICE NUMBER**

**DATES**

Invoice Date: 08-04-2014  
 Due Date:

**REFERENCE**

Internal Order #:  
 Lender Case #:  
 Client File #: 1270desoto  
 FHA/VA Case #:  
 Main File # on form: 1270desoto  
 Other File # on form: 1270desoto  
 Federal Tax ID: 320-34-2373  
 Employer ID:

**TO:**

City of Arcadia  
 Arcadia, FL 34266  
 E-Mail:  
 Telephone Number: Fax Number:  
 Alternate Number:

**DESCRIPTION**

Lender: City of Arcadia Client: City of Arcadia  
 Purchaser/Borrower: Gary Frierson  
 Property Address: 1270 N. DeSoto Avenue  
 City: Arcadia  
 County: DeSoto State: FL Zip: 34266  
 Legal Description: long legal -- see attached addendum

**FEES**

**AMOUNT**

vacant site appraisal 300.00

**SUBTOTAL 300.00**

**PAYMENTS**

**AMOUNT**

Check #: Date: Description:  
 Check #: Date: Description:  
 Check #: Date: Description:

**SUBTOTAL**

**TOTAL DUE \$ 300.00**

## APPRAISAL OF REAL PROPERTY



### LOCATED AT

1270 N. DeSoto Avenue  
Arcadia, FL 34266  
long legal -- see attached addendum

### FOR

City of Arcadia  
  
Arcadia, FL 34266

### OPINION OF VALUE

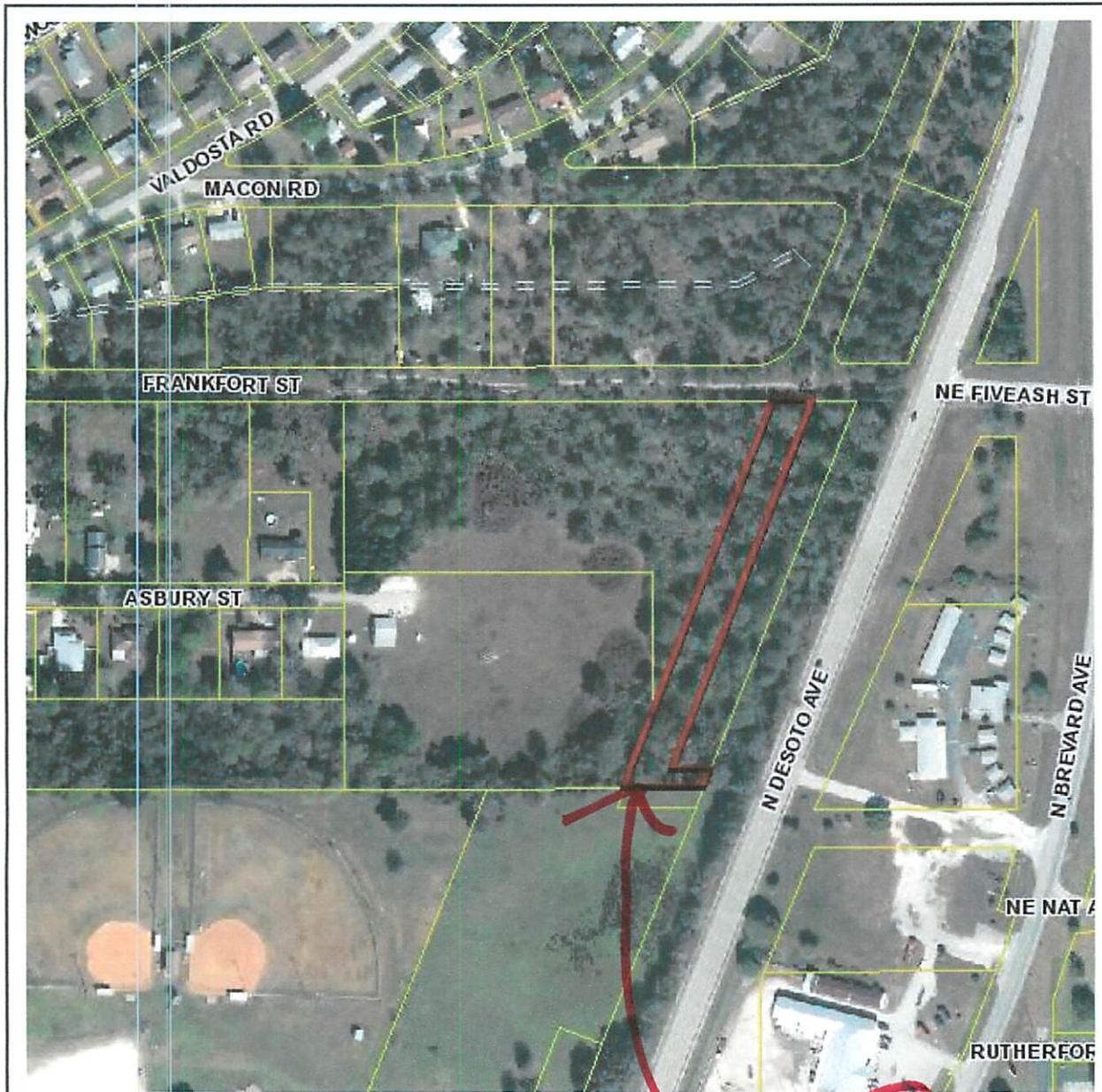
\$6,500

### AS OF

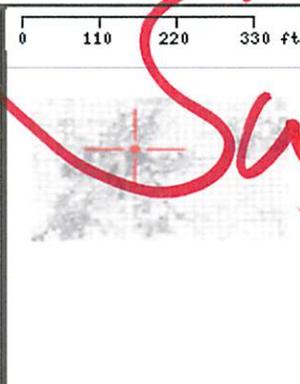
August 6, 2014

### BY

Eugene P. Heitman  
Eugene P. Heitman, Appraiser  
5162 NW Oak Hill Ave.  
Arcadia, FL 34266  
(863) 558-0350  
heitman@strato.net



<b>DeSoto County Property Appraiser</b> Newt Keen - Arcadia, Florida - 863-993-4866		
<b>PARCEL: 30-37-25-0A00-1270-0000 - VACANT GOV (008030)</b>		
LANDS NOT DIVIDED BEG W1/4 COR OF SEC TH N 89D 36M41S E 1612.98 FT TO POB TH		
Name: CITY OF ARCADIA	LandVal	\$6,000.00
Site: N DESOTO AVE	BldgVal	\$0.00
Mail: P O BOX 1000	ApprVal	\$6,000.00
ARCADIA, FL 34265-0000	JustVal	\$6,000.00
Sales	Assd	\$6,000.00
Info	Exmpt	\$6,000.00
	Taxable	County: \$0.00   City: \$0.00 Other: \$0.00   School: \$0.00



Subject

This information, GIS updated: 10/2/2014, was derived from data which was compiled by the DeSoto County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

2015



### Subject Photo Page

Borrower/Client	Gary Frierson				
Property Address	1270 N. DeSoto Avenue				
City	Arcadia	County	DeSoto	State	FL Zip Code 34266
Lender	City of Arcadia				



#### Subject

1270 N. DeSoto Avenue  
Sales Price  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location  
View  
Site  
Quality  
Age

facing towards east side  
of subject area from SE  
across US 17 South



#### Subject

NE corner of subject site  
area from across US 17



#### Subject

facing subject area from  
across US 17 towards  
east side

### Subject Photo Page

Borrower/Client	Gary Frierson		
Property Address	1270 N. DeSoto Avenue		
City	Arcadia	County	DeSoto
Lender	City of Arcadia	State	FL
		Zip Code	34266



#### Subject

1270 N. DeSoto Avenue  
 Sales Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age

facing NE corner of  
 subject area from across  
 US 17 South



#### Subject

facing NE corner of  
 subject area from across  
 US 17 South



#### Subject

facing west from east  
 end of Frankfort Street &  
 north end of subject site

### Subject Photo Page

Borrower/Client	Gary Frierson						
Property Address	1270 N. DeSoto Avenue						
City	Arcadia	County	DeSoto	State	FL	Zip Code	34266
Lender	City of Arcadia						



#### Subject

1270 N. DeSoto Avenue  
 Sales Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age

east end of Frankfort Street facing SW along length of subject site



#### Subject

facing west from east end of Frankfort Street at north end of subject site



#### Subject

facing west from east end of Frankfort Street and north end of subject site

## Vacant site on North DeSoto Avenue

File No. 1270desoto

Borrower/Client	Gary Frierson		
Property Address	1270 N. DeSoto Avenue		
City	Arcadia	County	DeSoto
		State	FL
		Zip Code	34266
Lender	City of Arcadia		

TO WHOM IT MAY CONCERN;

**PURPOSE:** To determine estimated Market Value of vacant site described in attached addendum (Parcel #: 30-37-25-0A00-1270-0000)

Site size: Per DeSoto County Property Appraiser's records, site contains 1.0 acre. It is a long, narrow tract with no usable street access.

Site is bordered on the east side and on the west side by land owned by Mr. Gary Frierson.

Access: Site has no usable access. Frankfort Street, a platted street that is not accessible by normal vehicular traffic runs 64.48' along the north side of said tract. There is 32.23' of frontage facing North DeSoto Avenue (US 17 South) with no current access. It is zoned R1A (residential = single family site built houses).

Since subject site has no actual vehicular access, it appears to be of no value to anyone but the adjacent landowner(s).

Because, historically, lands in a similar situation have been vacated by the city and allotted equally to the land owners on each side, there were no sales of similar sites found in MLS and public records during the past 12 months. The DeSoto County Property Appraiser has the site valued at \$6,000.00 for tax purposes.

A nearby (closer to the downtown business district) sale closed 6-25-2014 for \$42,000. The address is 127/139/143 North DeSoto Avenue (3 parcels - the site of the former DeSoto Chemical Company). It is located about 1/2 block north of the intersection of US 17 South and SR 70 West. The complete legal is: the south 1/2 of Lot 7, and all of Lots 8 - 13 inclusive, Block 24, Town of Arcadia. It has 325' of frontage on south bound US 17 and also has 325' frontage on a paved alley at the rear of the site. Depth is 172'; total area is 55,900 sf. Price per square foot is \$0.75; price per front foot is \$129.23. This is a desirable rectangular tract of land with excellent frontage and access on both US 17 southbound and on a paved alley. These parcels are zoned C-1 (commercial)

Based on the above figures and considering the size, shape, location, street frontage, and zoning, subject has an estimated market value of \$0.15 per square foot (43,560 sf X \$0.15 = \$6,534). Rounded to \$6,500.00.



Eugene P. Heitman  
 Cert Res RD 1649  
 5162 NW Oak Hill Avenue  
 Arcadia, FL 34266

**Vacant site on North DeSoto Avenue**

File No. 1270desoto

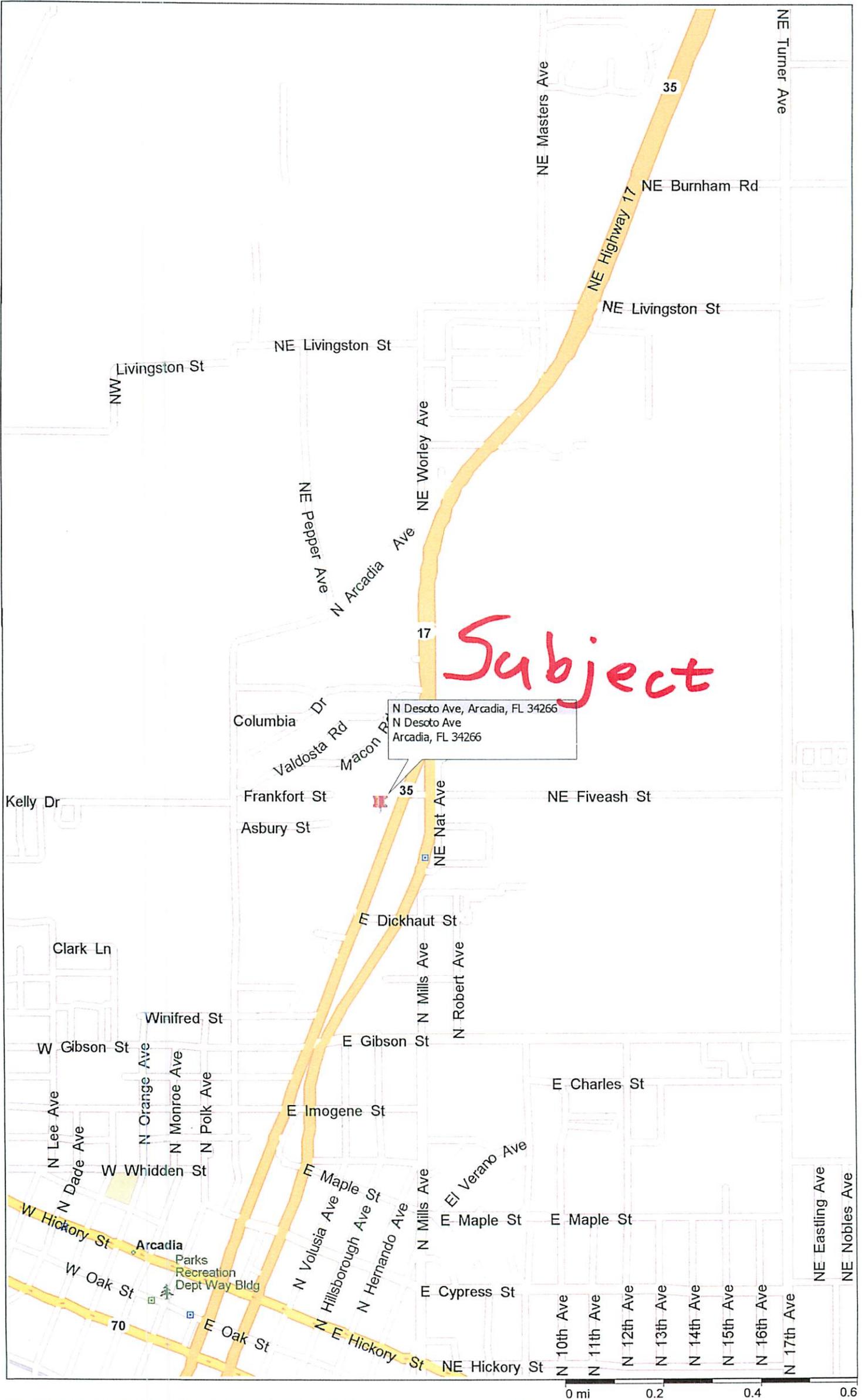
Borrower/Client	Gary Frierson				
Property Address	1270 N. DeSoto Avenue				
City	Arcadia	County	DeSoto	State	FL Zip Code 34266
Lender	City of Arcadia				

**LEGAL DESCRIPTION:**

Begin at the West 1/4 Corner of Section 30, Township 37 South, Range 25 East; thence run North 89D 36M 41S East, 1612.98' to the Point-of-Beginning; thence run South 21D 06M West, 673.06' to the South line of the N 1/2 of the N 1/2 of the SW 1/4 of said Section 30; thence run North 89D 34M East along said line 184.56' to the Westerly Right-of-Way of the ACL Railroad (said line being at a right angle from the center line of the railroad); thence run North 21D East along said right of way, 32.23'; thence run South 89D 34M West 120'; thence run North 21D 06 M East, 640.75'; thence run South 89D 36M 41S West, 64.48' to POB.

Above described lands lying and being in DeSoto County, Florida.

Florida, United States, North America



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# AGENDA No. 13



CITY COUNCIL AGENDA ITEM  
Requested Council Meeting Date: November 3, 2014

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DEPARTMENT: Legal

SUBJECT: Update on Special Events Ordinance and Regulation of Temporary Motor Vehicle Sales

---

RECOMMENDED MOTION: Council Approval

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SUMMARY: As directed by City Council on October 21, 2014, the City Attorney has begun preparing an Ordinance regarding special events and the regulation of temporary motor vehicle sales. Further discussion is necessary in order to proceed with finalization of said ordinance.

---

FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

---

Department Head: Penny Delaney Date: 11/03/14  
Finance Director (As to Budget Requirements) Date:  
City Attorney (As to Form and Legality) T.J. Wohl Date:  
Interim City Administrator: Beth Carsten Date:

---

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: November 3, 2014

---

DEPARTMENT: Legal  
SUBJECT: Ordinance Requiring Permit Fees and Clarifying Time Limits for Yard Sales - First Reading  
RECOMMENDED MOTION: Council Approval

---

SUMMARY: As directed by City Council on October 21, 2014, the Ordinance was prepared regarding the requirement of permit fees and clarifying time limits for yard sales.

---

FISCAL IMPACT: \_\_\_\_\_ ( ) Capital Budget  
( ) Operating  
( ) Other

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

---

Department Head: Penny Delaney Date: 11/03/14

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) T.J. Wohl Date:

Interim City Administrator: Beth Carsten Date:

---

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

**ORDINANCE NO. 1001**

**AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA; AMENDING SECTION 80 OF THE CITY OF ARCADIA CODE OF ORDINANCES; REQUIRING PERMIT FEES AND CLARIFYING TIME LIMITS FOR YARD SALES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article II of Chapter 80 of the Code of Ordinances of the City of Arcadia regulates yard sales; and

**WHEREAS**, permit fees for yard sales should be required; and

**WHEREAS**, the time limit at location for a yard sale should be clarified; and

**WHEREAS**, it appears to be in the best interest of the citizens of the City of Arcadia that Sections 80-23 and 80-24 of the Code of Ordinances be amended as set forth herein,

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

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

**SECTION 2.** Amendment of the Code of Ordinances. Sections 80-23 and 80-24 of the Code of Ordinances of the City of Arcadia are hereby amended as follows:

**“Sec. 80-23. - Permit.**

(a) *Application.* It shall be unlawful for any person to hold any yard sale without first filing at the City Recorder's office, City Hall, City of Arcadia, Florida, an application for permit to hold a yard sale. The application shall be made on a form furnished by the city which shall contain at least the following information:

- (1) Full name, street address, and home phone number of applicant.
- (2) Name, address and phone number of owner if not the applicant.
- (3) Date or dates of yard sale.

(b) *Application Fee and Display during sale.* The application shall become the permit when properly filled out by the applicant and issued by the city upon payment of the fee established from time to time by resolution of the City Council of the City of Arcadia, Florida. The permit shall be posted by the applicant at the yard sale.

**Sec. 80-24. - Time limit at location.**

No yard sale shall be allowed at any location for more than two consecutive days during any ~~one-month~~ thirty (30) day period.”

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this \_\_\_ day of November, 2014.

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
Alice Frierson, Mayor

ATTEST:

By: \_\_\_\_\_  
Penny Delaney, City Clerk

PASSED ON FIRST READING: \_\_\_\_\_, 2014

PASSED ON SECOND READING: \_\_\_\_\_, 2014

APPROVED AS TO FORM:

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

**ORDINANCE NO. 1001**

**AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA; AMENDING SECTION 80 OF THE CITY OF ARCADIA CODE OF ORDINANCES; REQUIRING PERMIT FEES AND CLARIFYING TIME LIMITS FOR YARD SALES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article II of Chapter 80 of the Code of Ordinances of the City of Arcadia regulates yard sales; and

**WHEREAS**, permit fees for yard sales should be required; and

**WHEREAS**, the time limit at location for a yard sale should be clarified; and

**WHEREAS**, it appears to be in the best interest of the citizens of the City of Arcadia that Sections 80-23 and 80-24 of the Code of Ordinances be amended as set forth herein,

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

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

**SECTION 2.** Amendment of the Code of Ordinances. Sections 80-23 and 80-24 of the Code of Ordinances of the City of Arcadia are hereby amended as follows:

**“Sec. 80-23. - Permit.**

(a) *Application.* It shall be unlawful for any person to hold any yard sale without first filing at the City Recorder's office, City Hall, City of Arcadia, Florida, an application for permit to hold a yard sale. The application shall be made on a form furnished by the city which shall contain at least the following information:

- (1) Full name, street address, and home phone number of applicant.
- (2) Name, address and phone number of owner if not the applicant.
- (3) Date or dates of yard sale.

(b) *Application Fee and Display during sale.* The application shall become the permit when properly filled out by the applicant and issued by the city upon payment of the fee established from time to time by resolution of the City Council of the City of Arcadia, Florida. The permit shall be posted by the applicant at the yard sale.

**Sec. 80-24. - Time limit at location.**

No yard sale shall be allowed at any location for more than two consecutive days during any thirty (30) day period.”

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this \_\_\_ day of November, 2014.

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
Alice Frierson, Mayor

ATTEST:

By: \_\_\_\_\_  
Penny Delaney, City Clerk

PASSED ON FIRST READING: \_\_\_\_\_, 2014

PASSED ON SECOND READING: \_\_\_\_\_, 2014

APPROVED AS TO FORM:

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

**RESOLUTION 2014-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
ARCADIA, FLORIDA, ESTABLISHING THE YARD SALE  
PERMIT FEE SCHEDULE AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, Chapter 80 of the Code of Ordinances of the City of Arcadia regulates yard sales; and

**WHEREAS**, Ordinance No. \_\_\_\_\_ amended Sec. 80-23 of the Code of Ordinances of the City of Arcadia to require permit fees for yard sales to be established by resolution of the City Council of the City of Arcadia, Florida; and

**WHEREAS**, the City Council finds adoption of this resolution to establish the permit fee set forth herein is in the best interest of the City of Arcadia; and

**WHEREAS**, the fee set forth herein will be in effect until changed by further resolution of City Council.

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

**SECTION 1.** The recitals contained in the preamble to the Resolution are incorporated by reference herein.

**SECTION 2.** The following fee shall be paid with all applications for a yard sale permit:

<b>Permit</b>	<b>Fee</b>
Yard Sale	\$10.00

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, in regular session this \_\_\_\_ day of November, 2014.

ATTEST:

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
Penny Delaney, City Clerk

\_\_\_\_\_  
Alice Frierson, Mayor

APPROVED AS TO FORM:

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

# DEPARTMENT REPORTS

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

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

**MATTHEW A. ANDERSON**  
MARSHAL

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

**ARCADIA POLICE DEPARTMENT**  
**COUNCIL REPORT**

<b>TOTALS FOR THIS REPORT PERIOD:</b>	<b>OCT</b>	<b>2014</b>	
<b>ARREST ACTIVITIES</b>			
FELONY ARREST	3	MISDEMEANOR ARREST	20
JUVENILE ARREST	4	TRAFFIC ARREST	11
WARRANT ARREST	3		
<b>TRAFFIC ACTIVITIES</b>			
ACCIDENT REPORTS	26	TRAFFIC CITATIONS	59
		WARNING CITATIONS	17
<b>PATROL</b>			
COMPLAINTS	585	<b>CRIMINAL INVESTIGATIONS</b>	
CITY ORDINANCE VIOLATIONS	8	CASES TOTAL	11
		CASES UNDER INVESTIGATION	6
		CASES CLOSED	5



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**CITY MARSHAL**  
10/28/2014