



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

**TUESDAY, NOVEMBER 18, 2014
6:00 P.M.**

CALL TO ORDER, INVOCATION, PLEDGE AND ROLL CALL

PRESENTATION

1. Presentation to Charlie South (Mayor Frierson)
2. Presentation to Savannah Alderman (Mayor Frierson)

CONSENT AGENDA

3. City Council Minutes for November 3, 2014 (Penny Delaney – City Clerk)
4. Air-Cadia Flowage and Hangar Rent Report for October 2014 (Penny Delaney – City Clerk)
5. Use of Old Police Department by Salvation Army for December 22-23, 2014 (Carl McQuay – City Planner)
6. Amendment to Arcadia Main Street Program Permit Regarding Farmer's Market (Carl McQuay – City Planner)
7. Proposed Advertisement Regarding Request for Proposal for Fixed Base Operator – Arcadia Airport (Beth Carsten – Interim City Administrator)
8. Amendment to Interlocal Agreement Between the City of Arcadia and DeSoto County for Local Agency Program (LAP) Projects (Beth Carsten – Interim City Administrator)
9. CDBG Revitalization Project - Cypress and Maple (Beth Carsten – Interim City Administrator)

ACTION ITEMS

10. Commercial Lease Renewal Between the Peace River Wood Carvers and the City of Arcadia (Carl McQuay – City Planner)
11. Request for Special Event Permit – Wedding at Tree of Knowledge (Carl McQuay – City Planner)
12. Review/Suggestions Regarding Legislative Priorities (Beth Carsten – Interim City Administrator)
13. Request to Enter into Lease between Arcadia Main Street Program and City of Arcadia Regarding Use of Old City Hall (Beth Carsten – Interim City Administrator)
14. One Year Resident Requirement for City Elected Officials (Councilmember Heine)
15. Special Events Ordinance – First Draft (T.J. Wohl – City Attorney)

COMMENTS FROM DEPARTMENTS

16. City Marshall
17. City Attorney
18. Finance Director – 2013-14 Budget Amendments
19. 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
CHARLIE SOUTH

*In recognition of
the honor and integrity
shown to your community.*



November 18, 2014

PRESENTATION No. 2

Presented to

SAVANNAH ALDERMAN

In recognition of

the honor and integrity

shown to your community.



November 18, 2014

AGENDA No. 3



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Administration
SUBJECT: Minutes from November 3, 2014
RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____ Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney Date: 11/18/14
Finance Director (As to Budget Requirements) Date:
City Attorney (As to Form and Legality) Date:
Interim City Administrator: Beth Carsten Date:

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

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
MONDAY, NOVEMBER 3, 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

Steve Underwood 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

Lieutenant Kevin Joens
City Planner Carl McQuay

PUBLIC HEARING – FFY2014 COMMUNITY DEVELOPMENT BLOCK GRANT

J. Corbett Alday, VP, COO of Guardian Community Resource Management, Inc., advised that the current neighborhood revitalization CDBG is expected to be done by the end of the year. He advised that the latest notice from the State indicated that the next cycle starts in February instead of January so they have an extra month to finish the current project. He stated that they needed to begin to plan the next program. He then presented a presentation regarding Community Development Block Grants which included eligible applicants, scoring, required income documentation, funding categories, economic development, and the process and action needed. He advised that the City had a 25 point penalty for the late audit and stated that was the only strike it had. He advised that the scores may be reset and if that is the case, the City's score would be so high. He didn't think it would keep the City from being funded.

Deputy Mayor Fink asked if it was possible to apply for the economic development grant and another grant at the same time. Mr. Alday stated that it was possible to do so. Deputy Mayor Fink made a motion to have legal counsel deal with putting together a citizen's advisory

task force (CATF) and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Mr. Alday stated that if the Council had names they wanted to recommend, it would be helpful. Councilmember Heine stated that he felt they should let the new council recommend names and Deputy Mayor Fink advised that the new council wouldn't take office until the first of December. Mr. Alday stated it could be handled in December. Councilmember Keene asked for clarity when the second public hearing would take place and Mr. Alday advised it would probably be in January. Deputy Mayor Fink made a motion to instruct Guardian to pursue an economic development grant and also the neighborhood revitalization infrastructure grant and Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Mr. Alday stated that they were also asking for a budget for engineering because in order to score and be competitive, the City needs to be ready to proceed with plans and specs submitted with the application and he advised that would be an expenditure to the City. Deputy Mayor Fink asked how much they were talking and Mr. Alday advised not to exceed \$50,000.00 is what he recommends. Councilmember Heine made the motion to approve a \$50,000.00 budget for engineering and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Mr. Alday advised there is a leverage component as well not to exceed \$50,000.00. He stated it wouldn't be for construction or for other services, like engineering or administration or whatever you want to pay for and you get 25 points for that. He further stated that you get 100 points for plans and specs and 25 points for having leverage of \$50,000.00 from whatever leverage source or whatever grant that you get that you want to use in the program. He strongly recommended doing both of those things because everyone who gets funded has plans and specs and leverage. The Interim City Administrator advised they have the funds and it could be taken from the road money that they have set aside or it can be taken from water and sewer. Councilmember Keene made a motion to use the \$50,000.00 leverage money that Corbett suggested and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Mayor Frierson closed the public hearing and opened the regular council meeting.

PRESENTATION

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

Mayor Frierson asked Steve Underwood to come forward. She presented him with a certificate in appreciation for 25 years of outstanding service to the City of Arcadia.

CONSENT AGENDA

Agenda Item 2 – City Council Minutes for October 21, 2014 – Workshop

Agenda Item 3 – City Council Minutes for October 21, 2014 – City Council Meeting

Agenda Item 4 – Request for Special Event Permit – Mexican Rodeo on November 9, 2014

Agenda Item 5 – Request to Hang Banner – 2014 Ag Fest Committee

Agenda Item 6 – Use of Old Fire Station on 10th Avenue for Christmas Parade Float by First Presbyterian Church

Agenda Item 7 – Extension to Agreement with Swaine & Harris, P.A. for Representation and Fees

Agenda Item 8 – Re-appointment of Vince Sica as Board Member on the Arcadia Police Officers' and Firefighters' Pension Board

Deputy Mayor Fink moved that Consent Agenda Items 2, 3, 4, 5 and 8 be approved as presented and Consent Agenda Items 6 and 7 be pulled. Councilmember Keene seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 6 – Use of Old Fire Station on 10th Avenue for Christmas Parade Float by First Presbyterian Church

Mayor Frierson advised they would start with Agenda Item 6. Councilmember Keene stated that it was his understanding that the old fire station was housing their old fire truck and that they also lease the balance of the building to the school board for storage and he didn't believe there would be room there for a float. The Interim City Administrator confirmed it was being leased out and there isn't space for a float even for a few days. After much discussion regarding an alternate location, Councilmember Keene made a motion that they use the old livestock market for the float purposes with the provision that they provide insurance coverage and Deputy Mayor Fink seconded the motion. The City Attorney advised they should be able to get an event policy and asked what coverage amount Council wanted to require. It was discussed that they could look at the lease with the school board to determine what the coverage requirements were in that particular lease. The City Attorney advised he would review it and Councilmember Heine stated the church's insurance should be able to pick it up. Mr. Underwood stated that the City's policy should cover it and it shouldn't be an issue. Mayor Frierson requested that First Presbyterian Church check it out on their end and the City would do so on its end. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 7 – Extension to Agreement with Swaine & Harris, P.A. for Representation and Fees

Mayor Frierson then turned the Council's attention to Agenda Item 7. Deputy Mayor Fink stated that he was opposed to it last year when the fees were increased and was opposed to it for the same reason this year. The Interim City Administrator advised that the agreement expires November 14th of this year and that it is a year agreement. She further advised that they did budget for it in the 2014 year and it was staff's recommendation that they go forward with the agreement. Councilmember Keene made a motion to approve the extension of the agreement and Councilmember Heine seconded the motion. No discussion followed and it was 4/1 approved with Deputy Mayor Fink casting the dissenting vote. Councilmember Heine expressed

that he felt the firm had done a tremendous job for the Council. The City Attorney expressed his appreciation by stating that they enjoy working for the City of Arcadia and are glad to continue.

ACTION ITEMS

Agenda Item 9 – Supplemental Joint Participation Agreement, Contract #AQU32 – Arcadia Municipal Airport

The Interim City Administrator advised this was a FDOT airport grant for the pavement and marking project for a total of \$185,000.00. She stated it came in under budget by about \$20,000.00 and the FDOT has agreed to allow the City to use those funds to do a PAPI flight inspection for the runway. She advised that this is only changing the language in the agreement so they can move forward and use those funds accordingly. Councilmember Heine made a motion to approve the Supplemental Joint Participation Agreement and Councilmember Keene seconded the motion. Councilmember Keene asked if there would be a balance of money left and the Interim City Administrator advised that there should be. She further advised that they didn't know what the PAPI would cost. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 10 – Amendment to Interlocal Agreement Between the City of Arcadia and DeSoto County for Building Official Program

The City Planner stated that there was already an agreement in place, but this amendment reflects that the Building Department will be enforcing all expired building permits. Instead of the issue coming to the City Planner, the County's Code Enforcement will handle it and take it in front of their Special Master. He advised that all funds and revenue generated from that will stay with the County and go toward their Special Master fees. Councilmember Heine made a motion to accept the amendment and Deputy Mayor Fink seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 11 – Reduction of Code Enforcement Lien Regarding 509 W. Effie Street

The City Planner advised that a lien had been placed on a piece of property located at 509 W. Effie Street some time ago and the property was sold on the courthouse steps to Gary Frierson. The total amount of liens and fines came to a total of \$5,625.00 and staff costs were \$290.21 for a total of \$5,915.21. He stated that after he administered the lien, Council directed staff to correct the property which came to a total of \$619.68. He asked for a ten percent (10%) reduction of the \$5,915.21 fees owed. He stated that he then added on the costs of \$619.68 making the total costs incurred to come to \$1,211.20. He advised this was his first lien reduction and asked for Council to set the precedent. Deputy Mayor Fink asked if it was listed as a lien against the property and Mr. McQuay advised that it was. Councilmember Keene asked what the costs of \$290.21 represented and Mr. McQuay advised it was for the filing fee, the special master and recording fees. Councilmember Keene asked to confirm that they would be giving a reduction of ninety percent (90%) and Mr. McQuay stated that was correct and the reason for it

was because the property had been corrected, is now back on the tax roll, is now being maintained and the violations are no longer in effect. Deputy Mayor Fink confirmed the original lien was not placed against the present owner, but was placed against the owner and the purchase of the property was subject to the liens. Councilmember Keene asked the City Attorney if this would set a precedent. The City Attorney advised that he did not think it would set a precedent because each situation is unique and it was Council's discretion on how they want to handle it. Deputy Mayor Fink felt that since there had never been an adjudication he felt it would be setting a precedent that could be brought back. He asked Mr. Frierson if he knew there was a lien against the property and Mr. Frierson stated that he had heard there was one, but didn't know how much it was.

Lorenzo Dixon of 920 W. Magnolia Street, Arcadia, Florida, stated that there had been such requests made before, but they not granted and if this is granted, it will be legally challenged. He stated the City needs money and Mr. Frierson should pay like anyone else. Councilmember Keene stated that not because of threat of a lawsuit, but inquired as to other similar situations and actions that were taken. Mr. McQuay stated that this was the first time in five (5) years that he's formally brought a lien reduction issue before Council. Councilmember Keene stated that he felt ninety percent (90%) sounded like a lot. Deputy Mayor Fink moved to not reduce the lien at 509 W. Effie Street and Councilmember Heine seconded the motion. Mayor Frierson abstained from voting on the issue. No discussion followed and it was unanimously, 4/0, approved.

Agenda Item 12 – Request the Purchase of City Property – Vacant Lot located at 1270 N. DeSoto Avenue

The City Planner advised that the property is owned by the City of Arcadia. He stated that he had instructed Mr. Frierson to get an appraisal of the property to be brought before the City Council. He owns the property on both sides of the City owned property. The property is undeveloped and landlocked with no entrance or exit to the property unless you were to go through Mr. Frierson's property. The appraisal of the property came to \$6,500.00. Deputy Mayor Fink stated that it appears to have been a frontage road with two entrances besides Mr. Frierson's property, one from Frankfurt, an undeveloped street, and one at the south end of the property which leads on to the FDOT property. Mr. McQuay pointed out that they were undeveloped with no clear roads to them. Deputy Mayor Fink agreed, but stated the access is available. He suggested to Council that they may want to defer to the next Council and the reason being because this is a frontage road and the property must have had some sort of use in planning and zoning as a frontage road for future use in the City of Arcadia. He stated that he saw nothing in the paperwork that showed Mr. Frierson would keep it as a public roadway so they would lose a future right-of way, public land, and they would be giving it away in his opinion. Mr. Frierson responded by stating that the property between a frontage road and the main road is generally public owned and this is not. He advised it was never a frontage road. He further advised the main road that they were referring to was a railroad track so it would be a frontage road to a railroad track which doesn't make sense. He then gave a brief history on the property. Deputy Mayor Fink asked if a permit was obtained when the property was cleared and Mr. Frierson advised that the previous City Administrator, Tom Slaughter, advised that one was

not required. Deputy Mayor Fink stated that he still felt they should put this off for the new Council. Councilmember Heine asked what the County had it appraised at and Mr. Frierson stated that it was \$6,000.00.

Councilmember Keene asked if the property could be used for a billboard and Mr. McQuay advised it sits too far back for such. Councilmember Keene stated that it would just need to be angled. He further stated that he felt they needed to do an inventory of all of the City's property and he was inclined to delay the issue until the new Council was seated. Lorenzo Dixon stated that he felt if the property was to be sold; it should be properly advertised so others could bid on it. Deputy Mayor Fink made a motion to put it off until next Council is seated to see if they want to proceed or if they'd like to itemize the properties and Councilmember Keene seconded the motion. Mayor Frierson abstained from voting on the issue. No discussion followed and it was unanimously, 4/0, approved.

Agenda Item 13 – Update on Special Events Ordinance and Regulation of Temporary Motor Vehicle Sales

The City Attorney advised an ordinance was passed in 2008 that didn't prohibit such, but was a good ordinance regarding regulation of such. He stated that his recommendation would be to leave it as is. Councilmember Heine expressed that he was against temporary vehicle sales and felt something needed to be done. The City Attorney stated that he wasn't sure they could be prohibited, as doing such could infringe on someone's proper zoning rights. Janie Watson of 803 W. Imogene, Arcadia, Florida, suggested the City look at what the County did and keep it uniform. Deputy Mayor Fink asked the City Attorney to check to see if there are any differences and the City Attorney advised that he would do so. The City Attorney advised that instead of creating an entirely new tier two, they seem to be covered with the large concern which was the temporary motor vehicle sales and then cleaning up the mobile food vendor and temporary vendor ordinance that they have. He felt they could insert the terms that was in the presentation. He stated that he just wanted to make sure Council didn't desire an entirely new ordinance spelling out the tier two requirements. He advised that he is working on the special event ordinance. He stated it is a fairly substantial document and he hoped to have that by the next meeting.

Agenda Item 14 – Ordinance Amending Regulation of Yard Sales

The City Attorney advised this Ordinance amended the regulation of yard sales. He stated the ordinance did not include the fee provision so under 80.23, subsection b, he added that they would only receive a permit upon payment of the fee established from time to time by resolution. Mr. Wohl directed Council to the Resolution and stated that the Resolution would not be passed until they have had the approved second reading of the Ordinance. Councilmember Keene made a motion to have the Ordinance read by title only and Deputy Mayor Fink seconded the motion. Mayor Frierson instructed the City Clerk to read the Ordinance by title only and the City Clerk did so. Councilmember Keene made a motion to approve the Ordinance and Councilmember Heine seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

COMMENTS FROM DEPARTMENTS

16. CITY MARSHAL

Lieutenant Joens advised the Arcadia Police Department Report was placed in Council's packet. He also advised that the new car was in and they were in the process of getting it stripped up and getting the equipment installed. Councilmember Heine stated that he appreciated the officers out on Halloween.

17. CITY ATTORNEY

The City Attorney advised he was contacted by an attorney for FDOT who indicated they had been working with previous City Administrator Tom Slaughter on Parker Avenue between Oak Street and Hickory. Essentially they were looking at doing a long term road closure, but he was looking at doing a right-of-way vacation. They would prefer to do a 25 year closure. They would provide the City access, repave the entire property, indemnify the City for any liability that may occur on the property and provide the City access to our utilities in the event that is necessary. He advised that his reasoning for thinking that would be the better way to go is because if that property in 25 years may need to be used for a right-of-way, then they could open it back up and have it completely paved, but if they vacate it, they're giving it up forever. Councilmember Keene asked if they could have them improve the entrance to Morgan Park as part of this deal. He stated he was opposed to giving up Parker. Deputy Mayor Fink instructed to ask them if they would improve the existing access to the park and if they plan to vacate it in 25 years, to leave it in the same shape that they put it into at the beginning of the 25 years.

Mr. Wohl also updated Council advising that he had heard from Attorney Salzman who handled the Santana deal and Ms. Jankosky did sign the settlement agreement.

18. INTERIM CITY ADMINISTRATOR

The Interim City Administrator advised she wanted to update Council on the McSwain Park project. She stated they had received the second round of bids and they still came in around \$230,000.00 over the \$500,000.00. They are still working with Mosaic and the designers and talking with the lower bidder in an attempt to get it down to the \$500,000.00 and they feel they are really close to getting it. She stated they hope to bring it back to Council for final bid approval at the next meeting.

Ms. Carsten advised that they are getting toward the end of the FBO at the Arcadia Municipal Airport. She advised that the advisory committee meets on November 6th and she will be there and would like to take to them that they can start getting together a RFP to bring back to Council so that they can move forward with advertising for a possible FBO or going forward with that. She advised a couple had met approached her and was very interested in the airport and would like to go further with it. It was common consensus of all Council for her to be able to do so.

PUBLIC

George Chase of 2692 NE Highway 70, Arcadia, Florida, spoke on behalf of Friends of Arcadia Airport, addressed Council regarding the fly-in and advised that the site has been cleared. He stated that since the site plan had received Council's approval, they had prepared the paperwork for the Development Plan and the Temporary Use Permits needed from DeSoto County and they were submitted on August 26th and approved on October 24th. So far, Friends had provided labor, materials, cash outlay and other services that total over \$7,500.00 to this project. He advised they are gathering the information necessary for the FAA application and must file and have FAA approval prior to doing any building construction on the site. Mr. Chase invited Council to come out and see what the area looks like. The goal is to use the Fly-In/Camp-Out Center to attract out of town pilots to Arcadia Airport and once here, to make it possible for them to visit local businesses and attractions. He advised they had applied for a grant to fund the pilot shelter, fire pit and picnic tables, but were not one of the recipients and are working on a back-up plan. However, they have received three substantial donations from both the business and private sector. He advised County Commissioner Bob Miller had been added to the Board of Directors. Mr. Chase concluded his address by thanking the Council for their support.

MAYOR AND COUNCIL MATTERS

None

ADJOURN

Having no further business at this time, the meeting was adjourned at 8:04 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 18, 2014

DEPARTMENT: Administration

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

RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney Date: 11/18/14

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

Air-Cadia

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

FLOWAGE AND HANGER RENT REPORT October 2014

<i>Aviation Fuel</i>	<i>408.0 GALLONS @ \$0.01/ga</i>	<i>\$</i>	<i>4.08</i>
<i>Lubrication oil.....</i>	<i>0.00Gallons.04/gal</i>	<i>\$</i>	<i>.00</i>
<i>Tiedown Fee.....</i>	<i>000/50%</i>	<i>\$</i>	<i>0.00</i>
<i>BLDG F...unit 1 and 2.....</i>	<i>650.00/90%</i>	<i>\$</i>	<i>585.00</i>
<i>Bldg F Unit 3.....</i>	<i>433.00/90%</i>	<i>\$</i>	<i>390.00</i>
<i>T-hangers.....</i>	<i>\$4,275.00/90%</i>	<i>\$</i>	<i>3848.00</i>
<i>Late Fee.....</i>	<i>50.00/90%</i>		<i>45.00</i>

*This month 19 of the 20 hangers rented-Building A and B
3 of the 3 hangers rented-Building F
Martell vacated hanger A3*

Total due City for October 2014 *\$ 4,872.08*

Paid Check # 1114

AGENDA No. 5



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Administration

SUBJECT: Use of Old Police Department by Salvation Army for December 22-23, 2014

RECOMMENDED MOTION: Council Approval

SUMMARY: The Salvation Army is requesting the use of the old Police Department building on December 22-23, 2014 for storage of Christmas gifts to be distributed to 200 DeSoto County families. They have provided a Certificate of Liability Insurance for this event.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Penny Delaney Date: 11/18/14

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



DOING
THE MOST
GOODSM

William Booth, Founder
André Cox, General
Commissioner Donald C. Bell, Territorial Commander
Colonel Kenneth O. Johnson, Jr., Divisional Commander
Captains Josué & Gilda Prieto, Corps Officers

November 11, 2014

City of Arcadia
23 N. Polk Avenue
Arcadia, FL 34266

Dear Sirs:

First of all, I would like to introduce myself. My name is Captain Josue Prieto. I am the Officer at The Salvation Army in Charlotte County. My command comprises of the Corps and Family Store in Charlotte County and Desota's Service Unit.

The Salvation Army of Charlotte County request permission to use of your property located at 17 N. Polk Avenue, Arcadia, for our Arcadia's Christmas distribution program. From what we understand the building is the old Police Station. It was perfect location and has enough space for the Christmas distribution program for your County.

Time is of the utmost importance since we are already starting our Holiday programs.

The Salvation Army would need the use of your property **for two days, from December 22 through December 23, 2014.**

We proposed the following: 'The garbage and electric would be our responsibility for the use of the property for the two days. We agree to clear and clean the building after our Christmas program is completed and return any keys to the property manager. Also, we will provide a Certificate of Liability Insurance to the City of Arcadia. Donation for the use of your facility is tax deductible.'

We greatly appreciate your consideration in this matter.

Please contact us as soon as possible with your decision.

Thank you for your time.

Be Blessed.

A handwritten signature in black ink, appearing to be "JP" with a flourish.

Captain Josue Prieto,
Corps Officer

JP/sg

AGENDA No. 6



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Administration

SUBJECT: Amendment to Arcadia Main Street Program Permit Regarding Farmer's Market

RECOMMENDED MOTION: Council Approval

SUMMARY: The Arcadia Main Street Farmer's Market has an existing permit for the first Saturday of each month between the hours of 9:00 a.m. – 1:00 p.m. They are requesting an amendment to the permit for December 6, 2014, only, to include the hours of 3:00 – 7:00 p.m. as well as the originally scheduled hours.

The Arcadia Main Street is sponsoring a make-a-wreath event similar to the scarecrow event held in September. The wreaths will be hung on the lampposts downtown. Arcadia Main Street is requesting approval for said event.

FISCAL IMPACT: _____

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head:

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator: Beth Carsten

Date: 11/18/14

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

AGENDA No. 7



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Administration
SUBJECT: Proposed Advertisement Regarding Request for Proposal for Fixed Base Operator
RECOMMENDED MOTION: Council Approval

SUMMARY: This agenda item references the advertisement to be used for the Request for Proposal for Fixed Base Operator. Administration needs direction from Council regarding which media outlet to advertise through, duration of said advertisement and cost of same.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____
Finance Director (As to Budget Requirements) _____ Date: _____
City Attorney (As to Form and Legality) _____ Date: _____
Interim City Administrator: Beth Carsten _____ Date: 11/18/14

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

REQUEST FOR PROPOSAL
Fixed Base Operator (FBO)

The City of Arcadia is inviting proposals from qualified individuals and businesses interested in providing Fixed Base Operator (FBO) services at the Arcadia Municipal Airport.

Proposals for FBO must comply with specifications in the Request for Proposal (RFP) and meet the Arcadia Municipal Airport Minimum Operating Standards attached to the RFP.

Detailed Specifications and Questions regarding this RFP can be obtained by submitting in writing on or before January 30, 2015, to Beth Carsten, Interim City Administrator at ecarsten@arcadia-fl.gov or to the City of Arcadia P.O. Box 1000, Arcadia, Florida 34265. Questions or requests received after this time may not be answered. For any additional information, contact Beth Carsten by telephone at 863-494-4114.

The City of Arcadia reserves the right to reject any and all bids, to waive informalities, to readvertise, and to enter into a contract determined to be in the City's best interest and in accordance with the RFP and the Minimum Standards and Guidelines for Commercial Services.

Deadline for proposal submittal is: **5:00P.M. February 6, 2015.**

AGENDA No. 8



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Administration

SUBJECT: Amendment to Interlocal Agreement Between The City of Arcadia and DeSoto County for Local Agency Program Projects

RECOMMENDED MOTION: Council Approval

SUMMARY: This amendment references the County's continued participation, the City's maintenance obligations and the County's maintenance responsibilities.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

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

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

Interim City Administrator: Beth Carsten _____ Date: 11/18/14

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
LOCAL AGENCY PROGRAM PROJECTS

**AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
DESOTO COUNTY
FOR
LOCAL AGENCY PROGRAM PROJECTS**

THIS AMENDMENT to the INTERLOCAL AGREEMENT recorded in the Official Records of DeSoto County as Instrument No. 201114013786 on May 17, 2011 (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 Parties entered into the Interlocal Agreement in order to insure that Local Agency Program Projects (“LAP”) continue to be available for sidewalks and other public projects located within the City; and

WHEREAS, the City has identified a number of LAP projects which the City would like the County to pursue on its behalf since the City is not currently LAP certified; and

WHEREAS, the County continues to be unable to maintain current LAP projects or pursue future LAP projects without a commitment from the City to maintain those sidewalks and other public projects located within the City limits which were constructed with LAP funds; and

WHEREAS, the Parties recognize there is a need to clarify the Interlocal Agreement so that it applies to both current and future LAP projects.

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:

1. Sections 2.1, 2.2 and 2.3 of the Interlocal Agreement are amended to read as follows:

Section 2.1 – COUNTY’S CONTINUED PARTICIPATION. Until such time as the City obtains LAP certification, the County will continue to participate in LAP and undertake sidewalks and other public projects with LAP funding. However, the County’s commitment to undertake LAP projects within the City’s limits is contingent upon the City assuming responsibility for maintenance of all LAP projects currently constructed and to be constructed in the future within the City’s limits.

Section 2.2 – CITY’S MAINTENANCE OBLIGATIONS. Upon the Effective Date of this Agreement as defined in Section 6.1 hereof, the City agrees to assume and carry out maintenance of all currently constructed LAP projects within the City’s limits as well as future LAP projects located within the City’s limits. The City further agrees to timely fulfill requests made by the FDOT or other source of Federal Funding for the maintenance and upkeep of LAP projects located within the City’s limits in accordance with FDOT approved project plans.

Section 2.3 – COUNTY’S MAINTENANCE RESPONSIBILITIES. The County agrees to be responsible for maintenance of those LAP projects located outside of the City’s limits. The County agrees and commits to only apply for those LAP projects located within the City’s limits for which the City provides a letter or other written form of commitment, prior to submission of the application for LAP funding, that the City will be responsible for all maintenance obligations for such future projects within the City’s limits.

2. **Effective Date** - This Amendment shall take effect upon filing a fully executed copy with the Clerk of the Circuit Court of DeSoto County.
3. **Recording** - In accordance with Chapter 163.01, the County shall cause this fully executed Amendment to be recorded, at its sole expense, in the Public Records of Desoto County.
4. Except as specifically modified herein, the Interlocal Agreement remains in full force and effect.

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: _____
Mayor

Dated: _____

ATTEST:

City Administrator and Clerk

Approved as to Form and Correctness:

City Attorney

DESOTO COUNTY, FLORIDA

By _____
Chairman

Dated: _____

ATTEST:

County Administrator

Approved as to Form and Correctness:

County Attorney

AGENDA No. 9



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 16, 2014

DEPARTMENT: Utilities
SUBJECT: CDBG Revitalization Project (Cypress and Maple)

RECOMMENDED MOTION: Council Approval

SUMMARY: Request approval for engineering fees for Hazen and Sawyer, P.C. to provide engineering associated with the preparation of plans, specifications and associated permit applications for utility and roadway improvements associated with the Maple and Cypress CDBG Revitalization Project. This work is necessary to make application for a Department of Equal Opportunity Revitalization Grant which will provide 700,000 to the total cost of the project.

FISCAL IMPACT: 50,000 (x) 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: Elizabeth Carsten _____ Date: _____

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

SPECIFIC AUTHORIZATION NO. 19

Community Development Block Grant Engineering Assistance Maple and Cypress Area

THIS DOCUMENT, executed this _____ day of _____, 2014, is a Specific Authorization to the Agreement for Professional Services dated September 7, 2010 (hereinafter called the "AGREEMENT"), between the City of Arcadia, a Florida municipal corporation (hereinafter called "OWNER") and Hazen and Sawyer, P.C. (hereinafter called "ENGINEER").

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

WHEREAS, the OWNER desires the ENGINEER to provide engineering services associated to with obtaining a Community Development Block Grant for providing utility and roadway improvements for a neighborhood revitalization area. The application process requires the preparation plans and specifications for submittal to CDBG and Florida Department of Environmental Protection Permit for approval.

SCOPE OF SERVICES

Therefore, the ENGINEER has agreed to provide engineering design services for the rehabilitation of the Maple Street Project area which shall include preparation of plans and specifications and performance the associated permitting that may be required this is anticipated to include the following:

Task Group 1 – Project Administration

ENGINEER will perform the following tasks:

- Project management including budgeting, schedule, invoicing, status reports and coordination with sub-consultants.
- Coordinate with CDBG grant administrator to assure all engineering requirements are performed in accordance with funding agency.
- Attend public hearings and project meetings associated with project.

Task Group 2 – Engineering Design Services

ENGINEER will perform the following tasks:

- Survey- ENGINEER will coordinate with surveyor to perform topographic survey of Maple and Cypress Streets from 17th to 12th Street of roadways and stormwater culverts, in addition surveyor shall provide invert and rim elevations for manholes between Hickory and Maple from 17th to 12th Street (approximately 17 manholes) within the roadway right-of-way and city utility easement. Surveyor will field locate and prepare a Cad base map of the existing conditions (topographic survey) of roadway with location of the existing trees, visible “at grade” components of underground utilities in vicinity, spot elevations at 20’ intervals, sidewalks, benches, sculptures, light poles, utility boxes and other observed physical features.
- Develop design plans showing all proposed improvements including sanitary sewer, water line, roadway and stormwater rehabilitation for the CDBG Revitalization Grant.
- Develop specifications that include CDBG requirements, summary of work, proposed pay items, and technical specifications based on DeSoto County and City of Arcadia standards.
- Provide construction cost estimate based on quantity take-off of proposed work.
- Review cost with City and perform value engineering of proposed improvements to meet funding availability.

Task Group 3 -- Permitting

- ENGINEER shall prepare FDEP and ERP permit applications that may be required associated with proposed work.

If accepted by the ENGINEER, specific services to be performed are to commence upon receipt of an oral or written request to perform General Consulting Services from the City Administrator, provided any such oral notification is confirmed to ENGINEER in writing within seventy-two (72) hours. Services to be rendered under this Specific Authorization are provided in accordance with Articles 3 and 4 of the AGREEMENT. Payment of invoices rendered pursuant to this Specific Authorization shall constitute OWNER’s acceptance of the services provided.

TIME SCHEDULE

Services described herein will commence upon receipt by Hazen and Sawyer of this executed Specific Authorization. It is anticipated that the work for this project will be completed and submitted in accordance within an agreed upon schedule by OWNER which is not anticipated to exceed six months.

COMPENSATION

The ENGINEER shall be paid in accordance with the Direct Labor Costs Times a Factor as set forth in Article 5.1.1 of the AGREEMENT. A budget of \$50,000 for services under this Specific Authorization will not be exceeded without the OWNER's written approval.

FEDERAL PROVISIONS

This project is being funded by the Department of Economic Opportunity, therefore federal provision associated with Equal Employment Opportunity shall apply which are hereby included as Attachment 1 and incorporated into this contract.

OTHER PROVISIONS

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

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

WITNESS:

ENGINEER
Hazen and Sawyer

By: _____
Julie Karleskint, PE
Senior Associate, Hazen and Sawyer

By: _____
Damann Anderson, PE
Vice President

**APPROVED AS TO FORM AND
CORRECTNESS:**

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

ATTEST:

By: _____
Elizabeth Carsten
Interim City Administrator

By: _____
Alice Frierson
Mayor

AGENDA No. 10



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Planning and Zoning

SUBJECT: Commercial Lease Renewal

RECOMMENDED MOTION:

Approval of lease renewal

SUMMARY: The Peace River Wood Carvers have requested to renew their lease with the City of Arcadia for use of the Speer Center which expired on March 25, 2014. The lease would be for a period of six months beginning November 18, 2014 and ending May 18, 2015.

FISCAL IMPACT: _____

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay

Date: 11/18/14

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

COMMERCIAL LEASE

This is an agreement between CITY OF ARCADIA, a Florida municipal corporation (herein called "Owner"), whose mailing address is 23 N. Polk Avenue, Arcadia, Florida 34266 and PEACE RIVER WOOD CARVERS (herein called "Tenant"), whose mailing address is , 2626 NE Hwy 70 Lot #8, Arcadia, Florida 34266.

- 1. PROPERTY; LEASE AND DURATION.** Owner hereby leases the building and lands known as the Speer Center, which is located at 185 W. Winifred Street, Arcadia, Florida, (herein called the "Premises") to Tenant upon the terms and conditions set forth below for a 6 year/month term beginning 11-12, 2013 and ending 3-25, 2014. This lease may be extended by mutual agreement of the parties, in writing.
- 2. RENT.** As consideration for the terms set forth herein: Tenant agrees to pay Owner ~~\$220~~ ^{\$35.00} per month beginning on 11-12-13 and continuing thereafter through the term of this Lease. Tenant agrees to maintain the Premises and provide supervision while in use by Tenant. *WEEK*
Tom
Flaugherty
11-6-13
- 3. USE.** Tenant shall use the Premises for the purpose of weekly Wood Carving Workshops and Tenant will make no unlawful, improper, or offensive use of the Premises.
- 4. ALTERATIONS.** Tenant may make additions or alterations in or to the Premises with Owner's approval, which approval will not be unreasonably withheld. Tenant shall be responsible for the cost of any additions or alterations made by Tenant and shall protect and reimburse Owner against possible mechanics', laborers' and material men's liens upon the Premises. All exterior signage must be approved in advance by Owner, in writing, as to size, location, content, color and material. ~~Tenant further-~~
- 5. REPAIRS; PREMISES.** ~~Tenant will make all repairs required to the Premises including any electrical, air conditioning, plumbing and the replacement of any broken glass. Tenant shall keep the Premises in good order and repair, subject to reasonable and ordinary wear and tear. Tenant shall keep the parking lot in presentable condition at all times.~~
- 6. ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Premises without the written consent of Owner. This prohibition does not include temporary rentals which complement the public purpose of this Lease. Any temporary rental of the Premises will be on a non-discriminatory basis.
- 7. INSURANCE AND INDEMNITY.** Tenant will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies authorized to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted in any way limit Tenant's defense and indemnity obligations:

NEED COPY OF
CURRENT INSURANCE.

- A. Specifically recognize and insure the contractual liability assumed by Tenant under this Agreement;
- B. Provide that Tenant's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to Owner and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to Owner except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against Owner; and
- E. Should Tenant's policies provide a limit of liability in excess of such Amounts, Owner shall have the right of the benefit to the full extent of the coverage available.

PROPERTY COVERAGE. ~~Tenant shall procure and maintain for the life of the lease, All Risk/Special Form, coverage including sinkhole and wind storm insurance coverage (or its equivalent), to cover loss resulting from damage to or destruction of the building or any improvements. The policy shall cover a minimum of 100% replacement cost, and it is preferred that it include an agreed value endorsement to waive coinsurance. Tenant shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and Tenant's leasehold improvements.~~

LIABILITY INSURANCE. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Owner, such insurance to afford minimum protection of not less than \$500,000 for injury to any person or persons, including death, and \$100,000 for damage to property covering the occupancy and use of the demised premises. Owner shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance and Tenant shall provide Owner with current Certificates of Insurance evidencing Tenant's compliance with this paragraph.

CERTIFICATE OF INSURANCE. Upon execution of this Agreement, Tenant must furnish a Certificate of Insurance to Owner evidencing the insurance required herein, written or translated in English. From thereon, Tenant will furnish a valid Certificate of Insurance to Owner annually at the address in the "Notices" clause of this Agreement.

TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES: Tenant shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of Tenant to comply with the provisions of this Lease, the insurance rate

shall at any time be higher than it otherwise would be, then Tenant shall reimburse Owner and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by Tenant.

TENANT'S NEGLIGENCE. If the leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

INDEMNIFICATION. Tenant shall indemnify Owner and hold Owner harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation, Tenant materials in storage or control of the Premises by Tenant, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of Owner.

8. **UTILITIES.** ~~Owner shall not be obligated to pay any charges for any telephone service, gas, electricity, water, sewer or other utility service or commodity procured or consumed by Tenant.~~
9. **HAZARDOUS WASTE.** Tenant will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever.
10. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.
11. **REMEDIES FOR BREACH.** If Tenant breaches any term or condition of this lease, Owner may bring suit to collect all back rent and taxes and terminate this lease and resume possession of the Premises for Owner's account, but Owner's failure to file suit or so terminate shall not be a waiver of Owner's right to do so in case of a continuing or subsequent default or breach. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections, from the losing party.
12. **ENTRY BY OWNER.** Tenant shall allow Owner's agent to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the Premises.
13. **NO LIENS CREATED.** Tenant has no power to incur any indebtedness giving a right to a lien

of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under Tenant. All persons contracting with Tenant, or furnishing materials or labor to Tenant, shall be bound by this provision. Should any such lien be filed, Tenant shall have the same discharged within sixty(60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. Tenant is not the agent of Owner so as to confer upon a laborer bestowing labor upon the leased Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased Premises, a construction lien upon Owner's estate under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

14. **SUITABILITY OF PREMISES.** Tenant acknowledges having examined the Premises thoroughly before entering into this lease, and does not rely upon any representations by Owner as to the Premises' suitability for the Tenant's purposes.

15. **NOTICES.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

Tenant
Peace River Woodcarvers
2626 NE Hwy 70 Lot #8
Arcadia, FL 34266

Owner
City Administrator
City of Arcadia
23 N. Polk Avenue
Arcadia, Florida 34266

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

16. **PUBLIC FACILITY.** Tenant shall upon Owner's request, allow such other temporary public use of the Premises as shall be compatible with and not in conflict with Tenant's use thereof so long as such other user shall pay its reasonable share of Tenant's expenses of maintenance, upkeep and utilities of the Premises.

17. **SEVERABILITY.** It is the intention of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

18. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided, the covenants and conditions herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **NO LIABILITY OF LESSOR.** Owner shall not be liable for any damages done to Tenant's personal property by or from plumbing, gas, water, or other pipes or electrical service in, above, on or about the Premises, nor for damage occasioned thereto by water being upon, or coming through the roof or otherwise, nor for any damage arising from acts of negligence of Tenant.

20. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by each party.

21. **RECORDING.** This Lease may not be recorded.

22. **MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each of which shall be deemed an original.

DATED this 6th day of Nov, 2013.

OWNER: CITY OF ARCADIA
TWO WITNESSES:

By: _____
Keith Keene, Mayor

TENANT: PEACE RIVER WOOD CARVERS, INC.
TWO WITNESSES:

Carol Jones
[Signature]

By: [Signature]
~~Mary Morse~~
Chair Peace River Woodcarvers

AGENDA No. 11



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Planning and Zoning

SUBJECT: Wedding at the Tree of Knowledge and Street Closure of Polk Ave.

RECOMMENDED MOTION:

Approval of event

SUMMARY: Mrs. Cathy Nott is requesting to hold a wedding at the Tree of Knowledge stage area and also requesting that Polk Ave. be closed and blocked off from Oak St. going south one block to the alley way beside Mary Margaret's Café. This event would be on March 14, 2015 from 5:00 p.m. to 12:00 a.m. There will be an anticipated 125 -150 in attendance.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay

Date: 11/18/14

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

SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

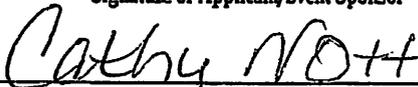
USE OF CITY PERSONNEL - If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

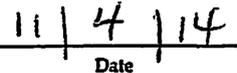
By completing and submitting the attached application, I certify that:

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



Signature of Applicant/Event Sponsor


PRINTED Name of Above


Date


Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 11/4/14
Event Name: Viet Wedding
Event Location: 1) Tree of Knowledge - 2 W. Oak St. 2) Mary Margaret - 10 S. Oak St.
Date(s) of Event: 3-14-15 Hours of Event: 5:00pm to 12:00am

Expected Attendance: 150
Event Sponsor: Cathy Nott Non-Profit? YES NO
Description of Event: See attached letter
wedding ceremony
wedding reception -

Contact Person: Cathy Nott Telephone: 863-990-3840
Fax #: 1-888-651-7968 Email: nottcathy@yahoo.com

Insurance Carrier:
Insurance Agent: Agent's Phone:

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

If Yes, please specify locations: See attached -

Other Pertinent Information:

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

Received by: C. McQuig Date: 10/4/14
City Marshal Approved Disapproved
City Administrator Approved Disapproved
City Council Approved Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Cathy Nott, as Event Sponsor of Ashley Nott / Joe Nico Wedding, do hereby agree to hold the City of Arcadia, (Club, organization, group, etc)

its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Nico Wedding to the Tree of Knowledge (Name of Event) be held at Mary Margarets on 3-14-15. (Location) (Date) Tea + Biscuit

By: [Signature] (Signature) Printed Name: Cathy Nott

Entity Name: _____

Its: _____

Date: 11 | 4 | 14

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 4 day of Nov, 2014 by Cathy Nott, as resident of Arcadia FL, who is personally known to me or [] has produced _____ as identification.

Jennifer L. Carlton
NOTARY PUBLIC

(SEAL)



November 3, 2014

City of Arcadia
City Hall
Arcadia, Florida, 34266

To the City Administrator, Police Department & member's of the City Council and Carl McQuay;

Good day.

I am writing to request a "Special Event Permit" to hold a wedding/wedding reception for Ashley Nott and Jose Nieto on Saturday, March 14, 2015 to begin at 5:00pm until 12:00am at the following locations:

Wedding ceremony: At the Tree of Knowledge Park/stage area: 2 West Oak Street
From 5:45pm to 7:00pm. We anticipate 125-150 family & friends (will have final numbers at a later date). No additional electric is needed.

Wedding Reception: at Mary Margaret's Tea & Biscuit Restaurant: 10 S. Polk Street
From 5:00pm to 12:00am. This includes set up and removal of the tables, chairs & lights.
It would also include the set up and break down for the DJ's equipment.

We are requesting Polk Street be closed, blocked off from Oak going south 1 block to the alley way beside Mary Margaret's, leaving the alley open for normal traffic. Barriers would need to be set up and We will provide signs reading "Private Event". We will also provide trash containers.

I understand the need for Police Officers as we will be serving, not selling, beer & wine during the reception and will provide the necessary insurance coverage.

If you have any questions or need further information, please feel free to contact me at 863-990-3840.

Sincerely,



Cathy Nott
4885 S.E. Brown Rd
Arcadia, Florida, 34266

Cathy Nott

From: Ash <ash.nott@yahoo.com>
Sent: Monday, November 03, 2014 12:40 PM
To: Cathy Nott
Subject: Fwd: one day event on 3/14/15

Please print this!!

Begin forwarded message:

From: Monica Stagg <monica@albrittonins.com>
Date: November 3, 2014 at 3:33:18 PM EST
To: "'ash.nott@yahoo.com'" <ash.nott@yahoo.com>
Subject: FW: one day event on 3/14/15

From: Monica Stagg
Sent: Friday, October 31, 2014 9:04 AM
To: 'ash.nott@yahoo.com'
Subject: one day event on 3/14/15

Ashley:

I contacted the Company about the wedding event on 3/14/15. Since the event is 5 months away they would only give me a verbal quote of a approximately premium of \$450.00.

Usually one day events are quoted 30 days prior to the event and we request the company to do a rush on the certificate of insurance.

Since we are at a minimum premium the company quoted a one million limit.

Thanks,

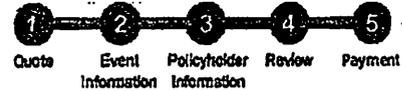
Monica Stagg
Commercial Account Executive
Albritton Insurance Services, LLC
P.O. Box 1733
Wauchula, FL 33873
telephone 863-773-4101
Fax 863-773-3615
Email: monica@albrittonins.com

Quote



Quote

Quote



* Denotes a required field

General Information *

Policy Holder's Resident State * **Florida** Event Type * **Wedding**
 Maximum Number of Guests * **101 - 150** Event Date * **03/14/2015**

Core Coverage *

Core Coverage Choose Level	Coverage Premium	Cancellation / Postponement	Additional Expense	Event Photographs / Video	Event Gifts	Special Attire	Special Jewelry	Lost Deposits
<input checked="" type="radio"/> Level 1	\$160	\$7,500	\$1,500	\$1,500	\$1,000	\$1,500	\$1,000	\$1,000
<input type="radio"/> Level 2	\$210	\$15,000	\$3,000	\$2,000	\$1,500	\$2,000	\$1,500	\$1,500
<input type="radio"/> Level 3	\$255	\$25,000	\$5,000	\$2,500	\$2,000	\$2,500	\$2,000	\$2,000
<input type="radio"/> Level 4	\$300	\$35,000	\$7,000	\$3,000	\$2,500	\$3,000	\$2,500	\$2,500
<input type="radio"/> Level 5	\$355	\$50,000	\$10,000	\$3,500	\$3,000	\$3,500	\$3,000	\$3,000
<input type="radio"/> Level 6	\$500	\$75,000	\$15,000	\$4,500	\$4,000	\$4,500	\$4,000	\$4,000
<input type="radio"/> Level 7	\$615	\$100,000	\$20,000	\$6,000	\$5,500	\$6,000	\$5,500	\$5,500
<input type="radio"/> Level 8	\$735	\$125,000	\$25,000	\$7,500	\$7,000	\$7,500	\$7,000	\$7,000
<input type="radio"/> Level 9	\$870	\$150,000	\$30,000	\$9,000	\$8,500	\$9,000	\$8,500	\$8,500
<input type="radio"/> Level 10	\$1,025	\$175,000	\$35,000	\$10,500	\$10,000	\$10,500	\$10,000	\$10,000

Liability *

\$0 Liability coverage is not desired.
 \$165 \$1,000,000 Liability with \$25,000 Property Damage
 \$180 \$1,000,000 Liability with \$250,000 Property Damage
 \$200 \$1,000,000 Liability with \$1,000,000 Property Damage

Liquor Liability *

\$0 Liquor Liability Coverage is not desired
 \$50 Liquor Liability Coverage is desired

Special Activities *

Does the event have any of the following activities: rides, mechanical amusement devices, inflatable recreational devices, dunk tanks, bungee operations/equipment, petting zoos, live animals, water sports, fireworks, pyrotechnics, or flammable sky lanterns?

Yes
 No

Your Total Premium: **\$390**

The policy has no deductible

Agent Information

Agent Name * PHIL HUNT

Agency's Phone Number * (863)494-2242

Agent Email Address * phil@desotoinsurance.com

Confirm Agent Email Address * phil@desotoinsurance.com



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AGENDA No. 12



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Administration
SUBJECT: Review/Suggestions Regarding Legislative Priorities
RECOMMENDED MOTION: Council Approval

SUMMARY: Discuss the legislative priorities to be presented at the 2015 DeSoto County Legislative Delegates meeting on December 10, 2014.

FISCAL IMPACT: _____ Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____
Finance Director (As to Budget Requirements) _____ Date: _____
City Attorney (As to Form and Legality) _____ Date: _____
Interim City Administrator: Beth Carsten _____ Date: _____

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

CITY OF ARCADIA

DRAFT LEGISLATIVE PRIORITIES:

Small County Road Program (SCOP) - The City of Arcadia supports the continuation of funding for the SCOP program for Florida municipalities. Section 7 of Chapter 2014-169, Laws of Florida, amended SCOP to include funding opportunities for municipalities and communities in Rural Areas of Opportunity. \$9 million was appropriated statewide for Fiscal Year 2014-15 to fund eligible municipal projects. This funding can be used for transportation infrastructure projects related to road drainage improvements, resurfacing or reconstructing roads, or constructing safety improvements to roads. PLEASE make this funding available for municipalities for the 2015-16 year. SCOP funds are critical to meeting the City of Arcadia's transportation needs.

Communication Services and Local Business Tax Protection – The City of Arcadia supports all legislation that protects the general revenues collected from the communications services tax and the local business tax. These revenues are used to provide essential municipal services such as public safety, constructing and maintaining roads, bridges, public parks and open spaces.

Housing and Small Cities Community Development Block Grant (CDBG) Policy - The City of Arcadia supports legislation that requires State housing trust fund monies be used exclusively for funding local government affordable housing initiatives. The City supports continued CDBG funding for water and wastewater improvements, housing rehabilitation and economic development.

Water Quality and Quantity - The City of Arcadia supports legislation that addresses water quality and quantity issues which affect our local community.

Septic Tanks - The City of Arcadia supports financial and regulatory initiatives that prioritize and encourage properties with septic tanks to connect to centralized sewer systems, especially in areas that impact rivers, estuaries, first magnitude springs and impaired water bodies.

Uniform Chart of Accounts - At this time the City of Arcadia does not support a uniform chart of accounts to be used for all governmental entities. The implementation and reporting requirements would be extremely costly and will result in the delivery of inaccurate and confusing information.

CITY OF ARCADIA FUNDING REQUESTS:

1. Road Repair Projects
2. Storm Water / Drainage Projects
3. Water & Sewer Infrastructure Improvement Projects

AGENDA No. 13



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Administration
SUBJECT: Request to Enter into Lease between Arcadia Main Street Program and City of Arcadia regarding use of Old City Hall

RECOMMENDED MOTION: Council Approval

SUMMARY:

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

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

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

Interim City Administrator: Beth Carsten _____ Date: _____

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

November 12, 2014

Arcadia City Council
Polk Avenue
Arcadia, Florida 34265

Dear City Council:

Please accept this letter as a request from the Arcadia Main Street Program to be placed on the City Council Meeting Agenda on November 18th to discuss the possibility of the Arcadia Main Street to enter into a lease Agreement with the City for the old City Hall.

Any consideration you can give this request will certainly be appreciated.

Thank you,

A handwritten signature in cursive script, appearing to read "Linda Williams".

Linda Williams
President, Arcadia Main Street

AGENDA No. 14



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Administration o/b/o Councilmember Heine
SUBJECT: One Year Resident Requirement for City Elected Officials

RECOMMENDED MOTION: Council Approval

SUMMARY: Recommending requirement of an individual to be a City resident for a minimum of one year prior to running for a City elected position.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

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

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

Interim City Administrator: _____ Date: _____

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

AGENDA No. 15



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 18, 2014

DEPARTMENT: Legal
SUBJECT: Special Events Ordinance - *First Draft*

RECOMMENDED MOTION:

SUMMARY:

Enclosed is a first draft of the Special Events Ordinance, in accordance with the guidelines developed by staff.

City Attorney recommends the draft, and any revisions thereto, be open for discussion at subsequent Council meetings until Council determines all, Council members and public alike, have had ample time to review the proposed Special Events Ordinance, and opine accordingly.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ARCADIA CREATING CHAPTER 22 REGARDING SPECIAL EVENTS; PROVIDING FOR: DEFINITIONS; PERMITS; EXEMPTIONS; FEES; REQUESTS FOR FEE WAIVERS AND BUDGET ALLOCATIONS; GENERAL CRITERIA AND LIMITATIONS; APPLICATION REQUIREMENTS; APPLICATION REVIEW; GROUNDS FOR DENIAL; APPEALS; LITTER CONTROL; SECURITY FOR UNPAID EXPENSES; ALCOHOL AND BEVERAGE SALES; INDEMNIFICATION AND LIABILITY INSURANCE; SIGNAGE; NOISE CONTROL; TEMPORARY BATHROOM FACILITIES; REVOCATION; REGULATION OF MOBILE, ITINERANT AND STREET VENDORS WITHIN ONE THOUSAND FEET OF EVENT; AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is beneficial to the City and its residents for special events to be held in the City; and

WHEREAS, over time, a large number of varied special events have occurred in the City without clearly defined regulations; and

WHEREAS, it is necessary to provide clear criteria to regulate and facilitate special events occurring in the City; and

WHEREAS, the City Council finds that special events that utilize City services over and above the normal level of service should reimburse the City for such additional services; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, environment and general welfare to adopt this Ordinance establishing criteria for the regulation of special events,

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. Chapter 22 of the Code of Ordinances of the City of Arcadia is hereby created as follows:

**"CHAPTER 22
SPECIAL EVENTS**

Sec. 22-1. Definitions.

The following words, terms and phrases, when used in this Ordinance shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Applicant means the individual(s) or entity that makes the application to the City to hold a special event.

City means the City of Arcadia, Florida.

City Council means the City Council of the City of Arcadia, Florida.

City sponsored event means any event sponsored by the City.

Special event means any organized gathering or activity which occurs within the City of Arcadia, whether on public or public-access private property, assembled with a common purpose which interferes with the normal flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the normal use of parks or other public grounds or which is not normal to any licensed or regular routine business or private activities. Special events include, but are not limited to concerts, fairs, carnivals, circuses, parades, flea markets, marathons, walkathons, festivals, races, bicycle events, celebrations or any other gathering or events of similar nature. Special events do not include non-commercial events held on private property such as private celebrations, social parties or residential yard or garage sales.

Special event application means the form provided by the City for the purpose of processing a special event.

Special event fee means the fee an Applicant is required to pay as reimbursement for City services utilized by the special event above the level of service customarily provided by the City, in accordance with the special event permitting procedures, before a special event permit will be processed. Special event fee rates shall be as established by resolution of the City Council, which may be amended from time to time.

Special event organizer means an individual or group of individuals responsible for organizing the special event.

Special event permit means a letter or other correspondence to the special event organizer following approval of the special event by City Council outlining the conditions of approval.

Special event permitting procedures means the procedures adopted by this Ordinance pertaining to the issuance, suspension, and revocation of a special event permit.

Special event vendor means a person, corporation, company or business that sells, or offers for sale, goods, wares, merchandise, beverages, or food-stuff of any kind or nature whatsoever at a special event and includes all persons, corporations, companies or businesses, whether for profit or not-for-profit.

Sec. 22-2. Permit Required.

No person or entity shall initiate, sponsor, organize, promote, conduct or advertise a special event or political demonstration unless a permit has been obtained from the City. Applicants requesting special event permits may include, but are not limited to, commercial, educational, civic, recreational, and religious organizations.

Sec. 22-3. Exemptions from Permit Requirement.

The following shall not require a special event permit:

- a) Events conducted by religious entities, provided such events are conducted entirely on property owned by the religious entity.
- b) Events conducted solely for the purpose of exercising a group's First Amendment right of free speech and/or assembly. If an event has any commercial aspect, then this exemption shall not apply.
- c) City sponsored events.

Sec. 22-4. Fees.

All fees that relate to special events and special events permits shall be established by resolution of the City Council.

Sec. 22-5. Requests for Fee Waivers and Budget Allocations.

- a) Any not-for-profit entity shall be eligible for a special event fee waiver. The City Council shall each year, as part of the annual budget, approve an amount of money that will be utilized for such fee waivers and may, upon the request of any specific not-for-profit entity or group, specifically allocate an amount to be used for fee waivers for that entity or group. Requests for fee waivers may be handled on a first come, first served basis until such time as the annual budgeted amount has been exhausted. Once the annual amount has been exhausted, no further fee waivers shall be granted provided; however, that the City Council, at any time during the year, may take action to increase the amount budgeted for such fee waivers.
- b) The City Council may waive a special event permit fee without a budget allocation in instances where a not-for-profit entity or group provides in-kind services that benefit the City.

Sec. 22-6. General Criteria and Limitations.

The following general criteria and limitations shall apply to special event permits:

- a) The activity proposed must be compatible with the surrounding land uses; provided, however, that special event permits for events in areas zoned for single-family residential use are limited to family celebrations (i.e., weddings, retirement parties, graduation parties and the like) and residents' block parties.
- b) An applicant may not receive a special event permit more than six times within a calendar year; provided, however, that the City Council may grant businesses or entities approval for a

recurring special event permit that is not subject to this limitation; and provided further that the City Council shall have the authority to permit an applicant to exceed the six special events annual limitation in its discretion. To qualify as a recurring event, the special event must be the same type of special event and must be held in the same location. Examples of a recurring special event include, but are not limited to, "antique fairs," "car shows," and music or art themed events. Recurring special events are subject to the following requirements:

- i. Each event must be held at the same location at the same time of day.
 - ii. All dates for the recurring special event must be listed on the original application.
 - iii. Each individual special event must be of the same genre with similar anticipated attendance.
 - iv. A recurring special event can occur no more often than monthly and for no more than one year on a single application.
- c) An applicant must submit an affidavit that permission has been obtained from the owner of any land upon which the special event is to be held unless the special event is to be held exclusively on public property.

Sec. 22-7. Application Requirements.

- a) Any person or entity seeking issuance of a special event permit shall file a written application with the City Administrator, or designee, on forms provided by the City.
- b) An application for a special event permit must be filed with the City Administrator, or designee, not less than 45 days prior to the date of the special event. Applications received less than 45 days prior to the special event will incur an additional permit application fee. Applications received less than ten days before the special event will not be processed.
- c) A permit application shall include the following:
 - i. The name of the special event and its purpose in general terms.
 - ii. The name(s) of the person(s) or organization(s) sponsoring the special event, together with the addresses and telephone numbers of all such persons or organizations.
 - iii. The proposed date or dates of the special event.
 - iv. The specific location(s) within the City where the special event is to be held. The applicant shall also be required to submit a general site plan, which shall:

- A) Describe the layout of the special event;
- B) Identify locations of all vendors, concessions, tents, canopies, recreational vehicles and any temporary or accessory structures;
- C) Identify and describe a parking plan; and
- D) Identify the locations of all temporary bathroom facilities, as required by section 22-17 herein.

v. In instances where a proposed special event will be held within 500 feet of residential property and will include any amplified sound, the applicant shall provide notice to such owners and advise them of the nature of the special event and the dates and times when the special event will be held. The 500 feet shall be measured from the perimeter of the site where the special event will take place and for condominium properties, a single written notification to the condominium association shall be sufficient. The notification shall advise the owner(s) of their right to submit a letter of objection to the City Administrator and shall include the date by which any such letter of objection must be submitted.

vi. The expected number of persons who will attend the special event.

vii. A description of how vehicle parking for the special event will be managed.

viii. Whether any street closings are requested and, if so, which streets and the times when they will be closed.

ix. Whether any alcoholic beverages will be served and whether appropriate state licenses have been applied for.

x. If any entertainment will be included, details as to the type of entertainment, times and location shall be provided.

xi. Whether utility services, such as electrical power or water, will be required.

xii. Proof that a written request for approval of the special event has been submitted to all applicable outside state and local agencies.

xiii. The City Administrator shall have the authority to require any additional information from the applicant that the City Administrator deems necessary.

Sec. 22-8. Review of Application.

Within seven (7) days of receipt of an application that contains all of the items listed in section 22-7 and the application fee, the City Administrator, or designee, shall forward copies of the application to all affected City departments for their review. An application shall not be deemed complete until the City has received notification that all federal, state and local permits or approvals have been obtained. If the City Administrator, or designee, has received one or more letters of objection from residents who reside within 500 feet of the proposed special event location, the City Council shall have the right to place conditions on the special event permit to mitigate any adverse effects on nearby residential properties.

Sec. 22-9. Grounds for Denial.

- a) The City Council may deny an application for a special event permit if the applicant, or the person on whose behalf the application for a permit was made, has on a prior occasion made a material misrepresentation regarding the nature or scope of an event or activity previously permitted by a special event permit, or, who has previously violated the terms of a prior special event permit, issued to or on behalf of the applicant. An application for a special event permit may also be denied for any of the following reasons:
- i. The application for a special permit (including any required attachments and submissions) is not fully completed and properly executed;
 - ii. The applicant has not tendered the required application fee, if any, with the application or has not tendered any other required fees, indemnification and hold harmless agreement, insurance certificate, or security deposit, if any, within the times prescribed by the City Administrator, or designee;
 - iii. The application contains a material falsehood or misrepresentation;
 - iv. The applicant or the person on whose behalf the application for the special event permit has been made has on prior occasions damaged City property and has not paid in full for such damage, or has other outstanding and unpaid debts to the City;
 - v. A fully executed prior application for a special event permit for the same time and place has been received, and a special event permit has or will be granted to the prior applicant, authorizing uses or activities which do not reasonably permit multiple occupancy of the area where the event is proposed to be held;

- vi. The use or activity intended by the applicant will conflict with previously planned programs organized or conducted by a governmental agency and previously scheduled for the same time and place;
 - vii. The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the public;
 - viii. The applicant has not complied or cannot comply with applicable licensure requirements, laws, ordinances or regulation of the state, the county or the City concerning the sale or offering for sale of any goods or services; or
 - ix. The use or activity intended by the applicant is prohibited by state or federal law or by ordinances or regulations of the county or the City.
- b) If the special event application is denied, the applicant shall not be entitled to receive any reimbursement from the City for any costs incurred during the application process, including the application fee.

Sec. 22-10. Appeals.

The City Council's decision to permit or deny any application shall be considered final agency action.

Sec. 22-11. Litter Control.

- a) Special event permit holders shall be responsible for ensuring that the area where the special event is held is free of all litter and debris within 24 hours of the time the special event ends. Special event permit holders shall be responsible for removing all garbage and litter at the end of each day when the special event spans more than a 24-hour period.
- b) In the event this section is not complied with, the City Administrator shall have the authority to contract with a cleaning service and the cost of the clean up shall be the responsibility of the permit holder and, if not promptly paid, may be deducted from any required security deposit.

Sec. 22-12. Security for Unpaid Expenses.

The City Administrator or City Council may require the posting of a security deposit, or other form of security acceptable to the City, to ensure that any unpaid expenses or damages incurred as a result of the special event are satisfied.

Sec. 22-13. Alcohol and Beverage Sales.

Alcohol and beverage sales conducted on the property on which the special event is being held shall be in accordance with Florida Statutes and the City of Arcadia Code of Ordinances, Chapter 18. Furthermore, it is the responsibility of the alcohol licensee to ensure that no open containers of alcohol sold on the premises shall be permitted beyond the designated special event site.

Sec. 22-14. Indemnification and Liability Insurance.

- a) Prior to the issuance of the special event permit, the applicant shall be required to execute an indemnification and hold harmless agreement in a form acceptable to the City Attorney.
- b) Prior to the issuance of the special event permit, subject to other applicable laws or ordinances, the City may require the applicant to procure public liability insurance coverage for the special event in the minimum limits of coverage of not less than \$1,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. City shall be listed as an additional insured on the policy and the special event organizer must provide City with a current certificate of insurance evidencing the required coverage prior to the special event. A special event that involves higher risk activities may be required to have higher limits of coverage at the discretion of City Council.
- c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor special event, the applicant(s) shall also provide liquor liability insurance in the amount of \$500,000.00 and include the City as an additional insured.

Sec. 22-15. Signage.

- a) All signage relating to special events shall comply with Article 8 of the City's Unified Land Development Code.
- b) All banners are permitted to hang for a period of not less than two weeks prior to the event; provided, however, that the City Administrator may permit a banner to be hung for a period of up to four weeks if availability allows. All banners must have grommets that are no less than two feet apart on the top and bottom. Banners can be no larger than 16 feet in width and three feet high. Banners shall not contain any commercial advertising information other than for the special event. All banner proofs must be approved by the City Administrator, or designee.
- c) For any special event where a requested road closure has the potential to affect a sizeable segment of the community, notice of such closure must be provided to the public at least five days prior to a special event if variable message signs are utilized or 14 days prior to a

special event if static signs are utilized. Type and placement of signs shall be determined by the City public works director.

Sec. 22-16. Noise Control.

All permitted special events shall be subject to the noise regulations adopted by the City. Such activities may also be subject to additional specific limitations on noise as set forth in the permit. Any violation of such conditions shall constitute grounds for immediate revocation of the permit by the City Administrator, or designee.

Sec. 22-17. Temporary Bathroom Facilities.

- a) The number and location of portable toilets located on-site and on public property within five hundred (500) feet of the special event location shall be determined by the City Administrator, or designee, during the application process.
- b) If structures within five hundred (500) feet of the special event site have existing toilet facilities easily identified and readily available to the public, and there is no charge to the public to have access or to utilize them, the City Administrator may take those into consideration when determining the required number and location of portable toilets to be located on-site and on public property within five hundred (500) feet of the special event location
- c) At least five percent (5%) of bathroom facilities or two (2) of those facilities, whichever is the greater number, shall be accessible to persons with physical disability.

Sec. 22-18. Revocation.

- a) The City Administrator, or designee, shall have the power to revoke a special event permit where the Applicant fails to comply with any conditions required for operation of the special event, ordinances of the City of Arcadia, laws of the State of Florida, or otherwise places persons or property in jeopardy of serious harm or injury.
- b) During the special event, the City Marshal or fire chief, or their designee, shall have the authority to order that the special event cease if the continuance thereof will contribute to public disorder or endanger life or property.

Sec. 22-19. Mobile, Itinerant and Street Vendors Within One Thousand Feet of Special Event.

All vendors participating in a special event will be required to register with the applicant obtaining the special event permit or cease any business within 1,000 feet of the special event

area. Registration will be required of all vendors regardless of tax status, exempt or nonprofit. Failure to register will result in a fine in accordance with Section 22-20 herein.

Sec. 22-20. Enforcement.

- a) *Violation.* Any violation of this Article shall be a violation with penalties imposed as set forth in Section 2-151(b) of the City of Arcadia Code of Ordinances. Citations for violations of this Article may be prosecuted as set forth in the City Code.
- b) *Criminal.* Any person, corporation or entity who shall conduct, manage, operate or maintain a special event defined in this chapter who violates any provision of this chapter may upon conviction thereof, be punished by a fine not exceeding five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or both. Said fine is exclusive of all costs related to enforcement, attorney's fees and all other fees as provided herein. Each day of violation shall be considered a separate offense.
- c) *Civil.* Nothing herein contained shall prevent the City from separately seeking civil relief for actual expenses incurred for violation(s) of this chapter from the person(s), corporation or entity so violating or from seeking injunctive relief if a special event is being held in violation of this chapter.”

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 of the City of Arcadia, Florida as Chapter 22.

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 _____, 2014.

City of Arcadia, Florida

_____, Mayor

Attest:

By: _____
Penny Delaney, City Clerk

Passed on First Reading this ____ of _____, 2014

Passed on Second Reading this ____ of _____, 2014

Approved as to Form:

Thomas J. Wohl, City Attorney

DEPARTMENT REPORTS

FINANCE DIRECTOR

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ARCADIA, FLORIDA AMENDING THE BUDGET FOR FISCAL
YEAR 2013-2014.**

WHEREAS, due to unanticipated increased costs several budget accounts of the City of Arcadia budget for Fiscal Year 2013-2014 have necessarily been over expended, and

WHEREAS, there are also several accounts of the City of Arcadia budget for Fiscal Year 2013-2014 which have been under expended, and

WHEREAS, the City Council of the City of Arcadia, FL wishes to amend the budget for the fiscal year beginning October 1, 2013 and ending September 30, 2014, in accordance with the requirements of Florida Statutes Chapter 200; and

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ARCADIA** that the Fiscal Year 2013-2014 budget for the following accounts be amended as follows:

Section 1.

GENERAL FUND ACCOUNT # NAME	BUDGET 2013-2014	INCREASE	DECREASE	AMENDED BUDGET 2013-2014
01312-31230 9 TH CENT TAX	<u>507,313</u>	<u>-0-</u>	<u>252,777</u>	<u>254,536</u>
Reduce revenue appropriations budgeted in error	507,313	-0-	252,777	254,536
01120 ADMINISTRATION	221,286	-0-	60,000	161,286
01140 LEGAL	130,000	-0-	50,000	80,000
01190 OTHER GEN GOVT	787,243	-0-	18,000	769,243
01210 LAW ENFORCEMENT	1,370,487	-0-	61,000	1,309,487
01410 STREET DEPT.	358,033	-0-	50,000	308,033
01726 PRO SHOP	<u>222,180</u>	<u>-0-</u>	<u>13,777</u>	<u>208,403</u>
Reduce expenditure appropriations as off set of revenue budgeted in error	3,089,229	-0-	252,777	2,836,452

GENERAL FUND ACCOUNT # NAME	BUDGET 2013-2014	INCREASE	DECREASE	AMENDED BUDGET 2013-2014
01331-33123 FED JAG Car Grant	<u>-0-</u>	<u>26,610</u>	<u>-0-</u>	<u>26,610</u>
Increase revenue appropriations for new federal equipment grant	-0-	26,610	-0-	26,610
01285-60640 Equipment >2500	<u>-0-</u>	<u>26,610</u>	<u>-0-</u>	<u>26,610</u>
Increase expenditure appropriations for new federal equipment grant	-0-	26,610	-0-	26,610

GENERAL FUND		BUDGET			AMENDED
ACCOUNT #	NAME	2013-2014	INCREASE	DECREASE	BUDGET
					2013-2014
01110	LEGISLATIVE	74,588	-0-	-0-	74,588
01115	RETIREES	28,499	-0-	-0-	28,499
01120	ADMINISTRATION	161,286		-0-	161,286
01130	FINANCE	152,403	10,000		162,403
01140	LEGAL	80,000	-0-	-0-	80,000
01150	COMMUNITY /CODE	65,261	66,154	-0-	131,415
01190	OTHER GOV'T SRV	769,243	-0-	-0-	769,243
01197	ELECTIONS	-0-	-0-	-0-	-0-
01210	LAW ENFORCEMENT	1,309,487	-0-	-0-	1,309,487
01220	FIRE CONTROL	356,076	-0-	-0-	356,076
01264	CODE ENFORCEMENT	66,154	-0-	66,154	-0-
01270	EQUIPMENT GRANT	12,000	1,500	-0-	13,500
01271	VOCA GRANT	40,104	-0-	-0-	40,104
01285	JUSTICE EQUIP GRANT	26,610	-0-	-0-	26,610
01290	SCHOOL XNG GUARDS	18,988	-0-	-0-	18,988
01390	CEMETERY	50,664	8,000	-0-	58,664
01410	STREET	308,033	-0-	-0-	308,033
01490	OTHER TRANS	57,253	-0-	12,253	45,000
01491	VEHICLE & FACILITY	120,400	-0-	-0-	120,400
01722	GOLF	243,995	-0-	19,361	224,634
01723	PARKS	235,518	1,681	-0-	237,199
01724	MOBILE HOME PK	135,147	18,000	-0-	153,147
01725	WAY BUILDING	33,380	2,361	-0-	35,741
01726	PRO SHOP	<u>208,403</u>	<u>-0-</u>	<u>9,928</u>	<u>198,475</u>
	GRAND TOTALS	4,553,492	107,696	107,696	4,553,492

WATER & SEWER FUND		BUDGET			AMENDED
ACCOUNT #	NAME	2013-2014	INCREASE	DECREASE	BUDGET
					2013-2014
41533	WATER TREATMENT PLT	595,741	-0-	60,000	535,741
41535	WASTE WTR TREATMENT	712,425	60,000	-0-	772,425
41536	COLLECTIONS	252,125	-0-	-0-	252,125
41568	WATER SYSTEMS	919,942	-0-	-0-	919,942
41569	SEWER SYSTEMS	212,704	-0-	-0-	212,704
41572	DOT US #17 RELOCATE	44,904	-0-	-0-	44,904
41577	RENEWAL & REPLACE	<u>450,000</u>	<u>-0-</u>	<u>-0-</u>	<u>450,000</u>
	GRAND TOTALS	3,187,841	-0-	-0-	3,187,841

Section 2. Adoption of Amendments.

The budget amendments attached hereto and made a part of this Resolution are hereby adopted and incorporated into the budget of the City of Arcadia, Florida for the fiscal year beginning October 1, 2013 and ending September 30, 2014 in accordance with Florida Statutes.

Section 3. Effective Date.

This Resolution shall become effective immediately upon its passage.

SO DONE, this 18th day of November 2014

By: _____
Alice Frierson, Mayor

ATTEST:

Penny Delaney
City Recorder

Reviewed and approved as to form:

T.J. Wohl, City Attorney

INTERIM CITY ADMINISTRATOR

North Arcadia Avenue Complex – Jim Space

Listed below are prices to make repairs and fix some safety issues at Jim Space. Prices include the pressure treated wood it will take for City staff to replace missing or rotted parts of the Jim Space playground equipment.

Jim Space Playground Equipment Repair:

Repair Bridge	\$ 350.00
Replace Inside Wood	\$ 320.00
Concrete for Pavers	\$ 20.00
Deck and Shake Sealer	\$ 450.00
Protective Gear	<u>\$ 120.00</u>
Total Jim Space:	\$ 1,260.00

Pavilion Roof:

The pavilion roof is rotted and needs to be replaced. The quote is for a metal roof.

Pavilion roof (quote from outside contractor): **\$ 2,300.00**