

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

**TUESDAY, NOVEMBER 5, 2013
6:00 PM**

- I. CALL TO ORDER, INVOCATION, PLEDGE AND ROLL CALL**

- II. PRESENTATION**

- II. CONSENT AGENDA**
 - 1. Commitment letter for Loan of the DOT Grant (Finance)
 - 2. First Amendment to Flush Water Interlocal Agreement (Systems)
 - 3. Re-appointment of Board Member by City Council
 - 4. Request for Special Event Permit: Mexican Rodeo Festival
 - 5. Request for Special Event Permit: Christmas Parade, December 1st, 2013
 - 6. Request for Special Event Permit: Farmer's Market
 - 7. Request for Special Event Permit: Veteran's Day Parade, November 11th, 2013

- II. DISCUSSION ITEMS**
 - 1. Review of Compensation Increases & Financial Impact (Tabled from 10-29-13)
 - 2. City Attorney Retainer Agreement (Attorney)

- III. COMMENTS FROM DEPARTMENTS**
 - 1. City Marshall
 - 2. Attorney
 - 3. City Administrator

- IV. PUBLIC (Please limit presentation to five minutes)**

- V. MAYOR AND COUNCIL REPORTS**

- VI. ADJORN**

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

ITEM # 1

COMMITMENT LETTER



TO: MAYOR AND COUNCIL MEMBERS AND INTERIM CITY ADMINISTRATOR
FROM: RENÉE A. GREEN, FINANCE DIRECTOR
SUBJECT: LOAN FOR AIRPORT LIGHTING
DATE : OCT. 31, 2013

ITEM TO BE PLACED ON COUNCIL AGENDA MEETING TUESDAY NOVEMBER 5, 2013:

The City has received a Florida Department of Transportation Grant (joint participation agreement) for Runway and Taxiway Lighting and Electrical Vault project at the Airport. The agreement was awarded on February 28, 2013.

The City has applied for a loan of \$499,675 from Seacoast National Bank. The commitment letter needs to be approved by Council in order to obtain this loan.

LOAN AND PROJECT INFO:

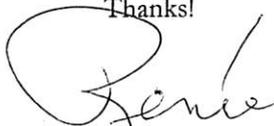
Total Cost of Project: \$600,000

The project has begun and is in the engineering stage with Hanson Engineering.

This loan will be paid interest only in bi-annual payments until approx. August 2017 at which such time FDOT will start reimbursing the City and principal payments will be made.

Attached is the letter and the interest payment schedule.

Thanks!



Renée



October 31, 2013

Renee A. Green
Finance Director
23 N. Polk Avenue
Arcadia, FL 34266

RE: \$499,675 Loan to City of Arcadia for Improvements to Arcadia Municipal Airport

Dear Ms. Green:

We are pleased to advise you that Seacoast National Bank (the "Bank") has approved your request for the financing described below. Our approval is subject to the terms and conditions set forth herein.

Borrower:	City of Arcadia, Florida (the "City").
Loan Amount:	Approximately \$499,675.
Interest Rate:	Tax exempt, "bank qualified" fixed rate of 3.08% per annum. Rate will be held for 60 days.
Type:	Construction/ Term Loan.
Purpose:	To finance a runway and taxiway lighting and electrical vault project at the Arcadia Municipal Airport.
Maturity Date:	48 months from end of construction period or, if earlier, within 30 days of payment to the City by the Florida Department of Transportation (FDOT).
Repayment:	90 day non revolving line of credit (construction period). Thereafter, semiannual payments of interest only with principal due on the Maturity Date.
Bank Fee:	\$1,663.
Prepayment Penalty:	No prepayment penalty.

Source of repayment: Primary: Proceeds of grant from FDOT.

Secondary: Cash flow from operations.

Tertiary: Unrestricted cash reserves.

Security: Primary: Pledge of moneys received from FDOT grant.

Secondary: Covenant to budget and appropriate legally available non-ad valorem revenues.

Reporting City to provide (a) annual approved budget within 30 days of adoption, (b) annual Audited Financial Statements within 120 days from each fiscal year end, and (c) interim financial upon request of the Bank.

Bank Counsel: Morris G. (Skip) Miller of the law firm Greenspoon Marder, PA will represent the Bank in connection with the loan. Bank Counsel's fee will be \$8,000 for preparation of all loan documentation, including providing a "bond counsel" opinion to the Bank and the City. The fees of Bank Counsel will be paid by the City regardless of whether the loan closes.

Conditions: Subject to the receipt and satisfactory review of FDOT work Program letter to City and City's Joint Participation Agreement with FDOT.

Prior to funding of the loan, the City will receive and utilize \$242,981 from FDOT in the form of draws. The City will be required to provide the Bank with the final FDOT approved invoice summary page and a copy of the FDOT reimbursement check for each draw received during funding of the \$242,981. After that amount is drawn and utilized by the City, the City will continue to provide the Bank with FDOT approved invoice summary pages.

Final budget and draw schedule to be approved by the Bank.

Draws to be administered by the Bank's Construction Administration Department.

Other Terms:

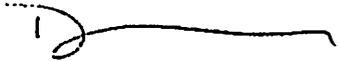
If at any time the loan is determined not to be a tax-exempt loan, the interest rate shall be increased to 4.00% per annum, retroactive to the date interest on the loan first ceased to be tax exempt. If at any time the loan is determined not to be "bank qualified," the interest rate shall be increased to that rate which would result in the same taxable equivalent yield to the Bank, retroactive to the date of issuance.

The final documents relating to the loan will include other covenants, terms and closing conditions as are customarily required by the Bank for similar transaction, including but not limited to cross-default with other debt of the City to the Bank, default rate, late payment rate, events of default and remedies, increase in the interest rate on the loan in the event of changes in tax law or capital adequacy requirements, and waiver of jury trial.

The City will be required to continue to maintain its "core deposits" with the Bank for the life of the loan.

It has been my pleasure assisting you with this loan request and I very much look forward to expanding your Seacoast relationship. Should you need any assistance, feel free to contact me at 772-337-6115.

Sincerely,



Dan Navarro, Assistant Vice President
Seacoast National Bank

Approved and accepted this ____ day of November, 2013.

CITY OF ARCADIA, FLORIDA

By: _____
Renee A. Green, Finance Director

AMORTIZATION SCHEDULE

Principal \$499,675.00	Loan Date 10-30-2013	Maturity 01-30-2018	Loan No	Call / Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Amortization

Lender: Seacoast National Bank
815 Colorado Ave.
P.O. Box 9012
Stuart, FL 34995
(800) 706-9991

Disbursement Date: January 30, 2014
Interest Rate: 3.080

Repayment Schedule: Irregular
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	07-30-2014	7,737.74	7,737.74	0.00	499,675.00
2014 TOTALS:		7,737.74	7,737.74	0.00	
2	01-30-2015	7,865.99	7,865.99	0.00	499,675.00
3	07-30-2015	7,737.74	7,737.74	0.00	499,675.00
2015 TOTALS:		15,603.73	15,603.73	0.00	
4	01-30-2016	7,865.99	7,865.99	0.00	499,675.00
5	07-30-2016	7,780.49	7,780.49	0.00	499,675.00
2016 TOTALS:		15,646.48	15,646.48	0.00	
6	01-30-2017	7,865.99	7,865.99	0.00	499,675.00
7	07-30-2017	7,737.74	7,737.74	0.00	499,675.00
2017 TOTALS:		15,603.73	15,603.73	0.00	
8	01-30-2018	507,540.99	7,865.99	499,675.00	0.00
2018 TOTALS:		507,540.99	7,865.99	499,675.00	
TOTALS:		562,132.67	62,457.67	499,675.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

CONSENT AGENDA

**#2 FIRST AMMENDMENT TO FLUSH WATER INTERLOCAL AGREEMENT
(SYSTEMS)**

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
DESOTO COUNTY
FOR
PURCHASE OF COUNTY FLUSH WATER**

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

RECITALS

WHEREAS, the County and the City each own and operate public water supply treatment and distribution systems which provide service to their respective customers; and

WHEREAS, the County currently flushes its potable water system to maintain residual chlorination within the system; and

WHEREAS, the City can use such flush water as a potable Water Supply through the City-County Interconnect

WHEREAS, the County and the City have established a mechanism for the transfer of water from one system to the other pursuant to the terms of an Interlocal Agreement, which the Parties now desire to amend in order to maintain the current water charge for an additional six (6) months.

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

Section 1. Section 4.5 of the Interlocal Agreement is amended to read as follow:

WATER CHARGE. The initial price of Flush Water supplied by the County under this Agreement and distributed through the Delivery Point shall be established at a rate of \$0.40 per thousand gallons, however the charge will not be billed to the City for payment as it will be applied to the established credit amount equated to the actual outlay of grant offset funds incurred by the City for the required Improvements. Upon

satisfaction of the City's Initial Credit Period, the set price of \$.40 per thousand gallons of Flush Water shall be applied to the metered flush water and the County may bill the City on a monthly basis. The price for Flush Water shall be negotiated annually between the Parties before each May 15~~November 15~~, beginning in 2014~~3~~, based upon an annual review of criteria related to the City's cost of finished water production for the City's preceding fiscal year.

Section 2. With the exception of this amendment to Section 4.5 of the Parties' Interlocal Agreement for the Purchase of County Flush Water, that Agreement remains in effect in all other respects.

Section 3. This First Amendment shall take effect upon the approval of both Parties.

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
City Council

Dated: _____

ATTEST:

City Administrator and Clerk

Approved as to Form and Correctness:

Thomas J. Wohl , City Attorney

DESOTO COUNTY, FLORIDA

By _____
James F. Selph, Chairman
County Commission

Dated: _____

ATTEST:

C. Guy Maxcy, County Administrator

Approved as to Form and Correctness:

Donald D. Conn, County Attorney

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF ARCADIA

AND

DESOTO COUNTY

FOR

PURCHASE OF COUNTY FLUSH WATER

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
DESOTO COUNTY
FOR
PURCHASE OF COUNTY FLUSH WATER**

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

RECITALS

WHEREAS, the County and the City each own and operate public water supply treatment and distribution systems which provide service to their respective customers; and

WHEREAS, the County currently flushes its potable water system to maintain residual chlorination within the system; and

WHEREAS, the City can use such flush water as a potable Water Supply through the City-County Interconnect **WHEREAS**, the County and the City wish to establish a mechanism for the transfer of water from one system to the other pursuant to the terms provided herein; and

WHEREAS, the City acknowledges that the County could in the future become a potential supplier of water to the City; and

WHEREAS, the City was able to obtain cooperative funding assistance from the Southwest Florida Water Management District for Cooperative Funding for the construction of certain improvements that provide for the connection of their respective water distribution systems so as to permit the transfer of water from one system to the other;

WHEREAS, the City and County have previously entered into a Interlocal Agreement and the City and County now both desire to utilize the interconnect.

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:

ARTICLE 1

FINDINGS AND INTENT

Section 1.1 - RECITAL INCORPORATION. The above recitals are true and correct and are incorporated herein.

Section 1.2 - AUTHORITY. This Agreement is entered into between the City and the County pursuant to chapters 125, 163.01 and 166 of the Florida Statutes.

Section 1.3 - FINDINGS. The City and the County find and declare that it is in the public's best interest to both preserve our natural resources and protect the environment by engaging in a relationship that will achieve conservation of water resources while maintaining a quality level of services to all water utility customers served by the Parties.

Section 1.4 - INTENT. It is the intent of the City and the County to enter into this Agreement to implement objectives, which shall include but not be limited to the following:

- a) The conservation of water that is otherwise being discharged by the County as required to maintain state-mandated water quality standards; and
- b) The construction of a water system interconnection by the City to transfer flush water from the County distribution system to the City distribution system; and
- c) To establish certain procedures for the sale and purchase of such water; and
- d) To maintain an emergency interconnection between the two systems allowing for greater reliability of water supply during declarations of emergency; and
- e) Fostering increased cooperation between the City and County; and
- f) To make excess water supply available between the Parties. However, it is not the intent of this Agreement to form a combined water supply system that would invoke Federal Environmental Protection Agency or DEP rules not otherwise applicable to the separate City or County systems.

ARTICLE 2

DEFINITIONS

In the absence of a clear implication otherwise, capitalized terms under this Contract shall have the following meanings:

“CONTRACT YEAR” shall mean the calendar year (beginning on each January 1, and ending on the following December 31) during the term of this Agreement.

“DELIVERY POINT” shall mean the point of delivery of Flush Water by the County to the City pursuant to the terms of this Agreement, as more specifically described in Exhibit A, attached hereto.

“EFFECTIVE DATE” shall mean the date when this fully executed interlocal agreement is filed with the Desoto County Clerk of Court in accordance with section 163.01(11) of the Florida Statutes.

“FDEP” shall mean the Florida Department of Environmental Protection or other agency subsequently delegated the authority to oversee the operation and safety of potable water systems within the state.

“FLUSH WATER” shall mean the water that is being discharged from the County’s water distribution system for the purpose of maintaining FDEP compliant water quality levels within the County’s water distribution system.

“FLUSH WATER ALLOCATION” shall mean for any Contract Year, the maximum quantity of Flush Water committed by the County to be delivered to the City as provided herein.

“FLUSH WATER CHARGE” shall mean for any Contract Year, the rate to be paid by the City for Flush Water delivered by the County to the Delivery Point, as such rate is established and negotiated each year in accordance with this Agreement.

“GPD” shall mean gallons per day.

“GPM” shall mean gallons per minute.

“IMPROVEMENTS” shall mean the constructed infrastructure as described in the final Southwest Florida Water Management District Cooperative Funding Grant for the interconnection between the City and the County water systems.

“INITIAL CREDIT PERIOD” shall mean that time period from the beginning of Flush Water delivery from the County to the City in which the County does not directly bill the City for the water, until such time as the City has recovered a credit of Thirty Seven Thousand Five Hundred and No/100 Dollars (\$37,500.00), representing their capital

outlay for the Improvements.

“TRACTOR SUPPLY” shall mean the group of customers within the shopping plaza located north of Hwy 70 and east of Turner Avenue often referred to as the Tractor Supply Plaza, which the City is currently providing water service from their existing 12” water main.

“WATER SUPPLY” shall mean potable drinking water that meets FDEP and EPA drinking water standards.

ARTICLE 3

PREREQUISITE RESPONSIBILITIES

Prior to the County’s delivery of any Flush Water to the City, the City has taken responsibility to design, permit, construct, and finance, through grants and otherwise, the necessary Improvements needed to establish a functioning interconnection of the Parties’ water distribution systems including but not limited to the following:

Section 3.1 – INTERCONNECT CONSTRUCTION. The City has been responsible for the design, permitting and construction of a new interconnect assembly at the existing City-owned water meter assembly point located adjacent to Turner Avenue (the Delivery Point). As part of the construction, the City installed a new bidirectional meter assembly, PLC Controller, check valve and flow control valve. The County has installed a chlorine residual analyzer and has installed a 6-inch Octave flow meter with a totalizer that replaced the City’s bidirectional meter assembly and shall be responsible for any modifications, repairs and calibrations that the meter and chlorine analyzer may require.

Section 3.2 – CONNECTION TO CITY WATER DISTRIBUTION SYSTEM. The City has also modified their distribution system and provided provisions in their ground storage tank in order to achieve the greatest mixing between the City and County Water Supplies required to maintain an adequate chlorine residual as required by FDEP.

ARTICLE 4

FLUSH WATER DELIVERY

Section 4.1 - RATE OF SUPPLY. The maximum rate of Flush Water supply from the County shall not exceed a GPM rate that would be detrimental or harmful to either Party’s system. The rate of Flush Water Supply will be determined concurrently by the Parties. In no event will the County be required to deliver Flush Water in excess of its allocated potable water capacity from the Peace River Manasota Regional Water Supply

Authority, and the County shall not be liable to the City or its customers for any interruptions of water service arising from an inadequate rate of supply of Flush Water delivered by the County to the City.

Section 4.2 - WATER QUANTITY. During the initial period ending December 31, 2013, the Flush Water Allocation shall be set at 200,000 GPD. For the remaining Contract Years, the Flush Water Allocation shall be determined concurrently by the Parties. Such determination of Flush Water Allocation will be provided to the City for approval and upon acceptance by the City, written notice will be provided on or before each December 15 prior to the new Contract Year. There shall be no minimum GPD of Flush Water delivery under this Contract. Water shall be delivered by the County at a pressure necessary to overcome the City's operational pressure. Should the pressure from the County drop below the required pressure, the City will not be responsible for acceptance of the full Flush Water Allocation.

Section 4.3 - WATER QUALITY. Flush Water provided by the County shall meet the minimum drinking water requirements as established by the FDEP, as such requirements may be amended from time to time. Provided that proper notification of a significant disruption of Flush Water delivery by the City was provided to the County and upon reinstatement of such disrupted Flush Water delivery, and the City is required to flush additional water to achieve a minimum residual at Tractor Supply, the flush water shall be metered and credited to the City until an acceptable residual is met.

Section 4.4 - SYSTEM OPERATOR NOTIFICATION. In efforts to maintain the efficiency of both the City's and the County's drinking water systems, notification of all emergency events and or changes in operational conditions experienced by either utility that could have an impact on the water quality of the other utility's system shall be reported as timely as possible, but no more than 8 hours from the time of discovery. All planned activities that would significantly alter the rates of Flush Water delivery by the City or by the County shall be reported a minimum of 48 hours in advance, to allow the corresponding utility the necessary time to make appropriate operational adjustments to their utility system. Such notifications should be made directly between the acting system operator responsible for each system as this contact information may change from time to time.

Section 4.5 - WATER CHARGE. The initial price of Flush Water supplied by the County under this Agreement and distributed through the Delivery Point shall be established at a rate of \$0.40 per thousand gallons, however the charge will not be billed to the City for payment as it will be applied to the established credit amount equated to the actual outlay of grant offset funds incurred by the City for the required Improvements. Upon satisfaction of the City's Initial Credit Period, the set price of \$.40 per thousand gallons of Flush Water shall be applied to the metered flush water and the County may bill the City on a monthly basis. The price for Flush Water shall be negotiated annually between the Parties before each November 15, beginning in 2013, based upon an annual review of criteria related to the City's cost of finished water production for the City's preceding fiscal year.

Section 4.6 - WATER METER CALIBRATION. Annual meter calibration shall be performed. The County shall pay for the calibration. Test results shall be provided to both Parties. For any additional testing, the requesting party shall bear the cost of such meter examinations, tests and adjustments. If a meter test discloses a deviation of more than three percent (3%), the meter shall be corrected and then a billing adjustment will be made for a period not to exceed the past six (6) months of actual service.

ARTICLE 5

PAYMENTS PROVISIONS

Section 5.1 - BILLING AND PAYMENT. During the Initial Credit Period, the County shall provide to the City a monthly statement of account detailing Flush Water use and credit adjustments. Following the Initial Credit Period, on or before the last day of each month, the County shall invoice the City the Flush Water Charge multiplied by the Flush Water delivered as determined by a meter reading at the Delivery Point. Payment shall be made by the City to the County by the 15th of the following month. The County, in addition to all other legal remedies, shall have the right to discontinue the delivery of Flush Water under this Agreement for non-payment by the City.

ARTICLE 6

TERM OF AGREEMENT

Section 6.1 – INITIAL TERM. This Agreement shall remain in full force and effect for five (5) years commencing on May 1, 2013, and ending on the 30th day of April, 2018, all dates inclusive, unless this Agreement is otherwise extended or terminated in accordance with the terms hereof. Although this Agreement shall not become effective until filed with the Desoto County Clerk of Court, the City and the County agree to be bound by this Agreement from the date the last signature required hereof is affixed to the Agreement.

Section 6.2 – RENEWAL. This Agreement shall automatically be extended from year to year after the initial term, unless the City or County notifies the other in writing on or before the first day of February in the year in which expiration of the Agreement is desired.

ARTICLE 7

NOTICES

Section 7.1 – REQUIREMENTS. All notices required hereunder shall be deemed

properly delivered when and if personally delivered, sent by (a) Federal Express (or a comparable express delivery system), or (b) mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties as set forth below (notices being deemed given when so deposited in the U.S. Mail):

7.1.1 City Administrator
City of Arcadia
23 N Polk
Arcadia, Florida 34266

7.1.2 County Administrator
DeSoto County
201 E. Oak Street, Ste. 201
Arcadia, Florida 34266

Section 7.2 – CHANGE OF NOTICE. The Parties hereto may change the person or persons to which notice is to be delivered by giving notice to the other party as outlined in this Section.

ARTICLE 8

DISPUTE RESOLUTION

Section 8.1 - FAILURE OF PERFORMANCE. A breach of this Agreement shall mean a material failure to comply with any provisions of this Agreement. Unless otherwise provided herein, if any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured; provided that if the breaching party is unable to cure such breach within thirty (30) days, the non-breaching party may pursue dispute resolution pursuant to Section 8.2 hereof.

Section 8.2 - DISPUTE RESOLUTION. The Parties agree that due to the unique nature of this Agreement, binding arbitration should be used to resolve disputes that might otherwise be resolved by litigation in a court of competent jurisdiction. Consequently, the Parties agree as follows:

8.2.1 This binding arbitration procedure may be instituted by either party by providing written notice to the other party. Said notice must clearly indicate the dispute to be arbitrated.

8.2.2 Arbitrators shall be appointed as follows:

(1) Each party shall appoint a person as arbitrator within thirty (30) days of receipt by a party of written notice of the other party's intent to institute the binding arbitration procedure. Each appointment shall be signified in writing to the other party. If a party fails to appoint an arbitrator within said thirty (30) days, the same shall be appointed by the

American Arbitration Association from its qualified panel of arbitrators.

(2) Ten (10) days after appointment, the two arbitrators so appointed shall appoint a third arbitrator, who shall chair the panel. If the two arbitrators are unable to agree on a third arbitrator, the same shall be appointed by the American Arbitration Association from its qualified panel of arbitrators.

(3) None of the arbitrators shall have a business or other pecuniary relationship with either party, except for payment of the arbitrators' fees and expenses.

- 8.2.3** The three arbitrators shall be sworn to perform their duties with impartiality and fidelity.
- 8.2.4** The arbitrators may, at their discretion, and shall, upon written request of a party, engage experts to provide peer review of any scientific and technical studies introduced by the Parties.
- 8.2.5** The arbitration hearing shall convene not earlier than sixty (60) days and not later than ninety (90) days of the appointment of the chair, unless the Parties agree to an earlier date.
- 8.2.6** The arbitrators shall render a decision within thirty (30) days of the date on which the arbitration hearing convenes and such decision shall be in writing and induplicate, one counterpart thereof to be delivered simultaneously to each of the Parties. The decisions shall contain findings of fact and conclusions of law and shall be final and binding upon the Parties, and may be enforced in a court of competent jurisdiction located in DeSoto County, Florida.
- 8.2.7** Except to the extent inconsistent with this section, the American Arbitration Association standards shall apply to any arbitration proceedings conducted pursuant to this section.
- 8.2.8** Discovery shall be conducted pursuant to the Florida Rules of Civil Procedure unless both Parties agree to modify such rules.
- 8.2.9** Arbitration shall be held in a mutually agreeable location in DeSoto County, Florida.
- 8.2.10** The costs of the arbitrators and the arbitration hearing shall be shared equally by the Parties.

ARTICLE 9

MISCELLANEOUS

Section 9.1 - EFFECTIVE DATE. This Agreement shall take effect upon filing a fully executed copy with the DeSoto County Clerk of Court.

Section 9.2 – AMENDMENTS. The Parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the Parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement.

Section 9.3 – SEVERABILITY. In the event any term or provision hereto shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions hereby shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

Section 9.4 – RECORDING. In accordance with Chapter 163.01, the County shall cause this fully executed Agreement to be recorded, at its sole expense, in the Public Records of Desoto County.

Section 9.5 – APPLICABLE LAW, CONSTRUCTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall not be construed more favorably for one party simply because the other party drafted the Agreement or a portion thereof, it being understood and acknowledged by the Parties that both Parties were involved in the development of the content of this Agreement. Venue for any dispute arising from this Agreement shall be DeSoto County, Florida.

Section 9.6 – SOVEREIGN IMMUNITY. The Parties intend to avail themselves of the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore, neither party is liable for the torts of the officers or employees of the other party, or any tort attributable to the other party, and that each party shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28 of the Florida Statutes.

Section 9.7 – BINDING ON SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto. However, this Agreement is solely for the benefit of the Parties, to this Agreement and their successors and assigns. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party for the purpose of allowing a claim which would otherwise be barred under the doctrine of sovereign immunity.

Section 9.8 – COUNTERPARTS AND CAPTIONS. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

Section 9.9 – WAIVERS AND EXTENSIONS. No waiver or any breach of this Agreement or provisions herein contained shall be deemed a waiver of any preceding or

succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

Section 9.10 – TIME. Time is of the essence of this Agreement.

Section 9.11 - COOPERATION. Both Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and to the intent of this Agreement.

Section 9.12 – ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by all parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

CITY OF ARCADIA, FLORIDA

By: Keith Keene

Keith Keene, Mayor
City Council

Dated: 5/2/13

ATTEST:

Judi Jankosky
Judi Jankosky, City Administrator and Clerk

Approved as to Form and Correctness:

Thomas J. Wohl
Thomas J. Wohl, City Attorney

DESOTO COUNTY, FLORIDA

By: James F. Selph

James F. Selph, Chairman
County Commission

Dated: 5/2/13

ATTEST:

C. Guy Maxey
C. Guy Maxey, County Administrator

Approved as to Form and Correctness:

Donald D. Conn
Donald D. Conn, County Attorney

CONSENT AGENDA

#3 Re-appointment of Board Member by City Council

**POLICE OFFICERS AND FIREFIGHTERS
RETIREMENT PENSION BOARD
C/o Pension Administration Services, LLC
14 Kelly Drive
Arcadia, FL 34266**

October 28, 2013

Tom Slaughter, City Administrator
PO Box 351
Arcadia, FL 34265

RE: Re-appointment of Board Member by City Council

Dear Mr. Slaughter:

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

Please place an item on the next Council agenda to re-appoint Gary Evans to serve as a Board Member on the Arcadia Police Officers' and Firefighters' Pension Board. Said term will be for four (4) years from January 1, 2014 to December 31, 2018.

Sincerely,



Shelly Baumann, CMC
Pension Plan Administrator

CONSENT AGENDA

**#4 Request for Special Event Permit
Mexican Rodeo Festival**



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 10/31/2013
Event Name Mexican Rodeo Festival
Event Location Arcadia All Florida Championship Rodeo / 124 Heart St, Arcadia, FL 34266
Date(s) of Event 11/10/2013 Hours of Event 9AM to 10:30PM
Expected Attendance 500
Event Sponsor Alliance Mexico Corp Non-Profit? [X] YES [] NO
Description of Event Rodeo and Festival

Contact Person Adrian Colin Telephone (727) 326-5656
Fax # (866) 839-1362 Email adriana.colin@gmail.com
Insurance Carrier Arcad
Insurance Agent Catlin Insurance Company Agent's Phone 305-238-7676

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

If Yes, please specify locations: See attached drawing map.

Other Pertinent Information:

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

Received by: City Marshal, City Administrator, City Council
Date: ___/___/___
Approved/Disapproved checkboxes for each role.

DBPR ABT-6003 – Division Of Alcoholic Beverages and Tobacco Application for One/Two/Three Day Permits or Special Sales License

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL
REGULATION**

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation or your local district office. Please submit your completed application to your local district office at least (7) days prior to the first date of the event to insure the permit is issued by the event date. This application may be submitted by mail, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.

<http://www.state.fl.us/dbpr/abt/contact/index.shtml>

SECTION 1 -- CHECK TRANSACTION REQUESTED	
Transaction Type:	
<input checked="" type="checkbox"/> One/Two/Three Day Permit	<input type="checkbox"/> Special Sales License

SECTION 2 – LICENSE INFORMATION			
Full Name of Entity or Organization (If this is a corporation or other legal entity, enter the name as registered with the Secretary of State) ALLIANCE MEXICO CORP			
Corporation Charter Number (if applicable) N08000009361			
Business Name or Name of Event Mexican Rodeo Festival			
Location of Event (Street and Number) 124 Heard St			
City Arcadia	County DeSoto	State FL	Zip Code 34266
Mailing Address (Street or P.O. Box) 1000 Paradise Harbour Blvd Suite 308			
City North Palm Beach		State FL	Zip Code 33408
Contact Person Adrian Colin		Phone Number 727-326-5656 ext.	
Date(s) Permit Desired 11 10 2013			

**SECTION 3 – SALES TAX
TO BE COMPLETED BY THE DEPARTMENT OF REVENUE**

Name of Entity or Organization
Alliance Mexico Corp

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due.

Signed _____ Date _____

Title _____

Department of Revenue Stamp:

**SECTION 4 - ZONING
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE EVENT LOCATION**

Organization Name/Name of Event
Alliance Mexico Corp

Location of Event (Street and Number)
124 Heard St

City
Arcadia

County
DeSoto

The location complies with zoning requirements for the temporary sale of alcoholic beverages pursuant to this application for a One/Two/Three Day Permit or Special Sales License.

Signed _____ Date _____

Title _____

**SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED
AB&T AUTHORIZED SIGNATURE REQUIRED**

Business Name or Name of Event
Mexican Rodeo Festival

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show each floor plan.

DBPR Authorized Signature _____ Date _____

Approved Disapproved

Comments _____

SECTION 5 - AFFIDAVIT OF APPLICANT
FOR NON-PROFIT CIVIC ORGANIZATION ALCOHOLIC BEVERAGE PERMIT

NOTARIZATION REQUIRED

Name of Entity or Organization
Alliance Mexico Corp

"This is to certify that the applicant requesting the permit in the above and foregoing application is a non-profit civic organization and that the permit, if used, will be used only by the organization making application, on the date(s) requested and at the location stated. This is to further certify that the applicant organization has not received more than three (3) permits within the calendar year and agree that the location may be inspected and searched during the time that the permit is issued and business is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the alcoholic beverage laws.

I, the undersigned individual, hereby swear or affirm that I am duly authorized to make the above and foregoing statements on behalf of the applicant organization. Furthermore, I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true to the best of my knowledge."

STATE OF Florida

COUNTY OF Hillsborough



APPLICANT SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this 31st Day
of October, 20 13, By: Adrian A. Colin

who is () personally known to me OR () who produced FL DL C45D001821481 as identification.


Notary Public

Commission Expires: 9/26/16

**SECTION 6 - AFFIDAVIT OF APPLICANT
FOR SPECIAL SALES LICENSE**

NOTARIZATION REQUIRED

Name of Entity or Organization
Alliance Mexico Corp

"I, the undersigned individual, or if a corporation for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application for a special sales license which authorizes the sale of alcoholic beverages for period of up to three (3) days. I understand this license does not permit the sale of alcoholic beverages for consumption on the premises and only allows package sales in sealed containers and agree that the location may be inspected and searched during the hours that the special sale is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the beverages laws.

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, that the foregoing information is true to the best of my knowledge and that no other person or entity except as indicated herein has an interest in the special sales license and that all of the above listed persons or entities meet the qualifications necessary to hold this special sales license."

STATE OF _____

COUNTY OF _____

APPLICANT SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this _____ Day
of _____, 20____, By: _____

who is () personally known to me OR () who produced _____ as identification.

Commission Expires: _____

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/29/13

PRODUCER J.L. Hernandez & Associates, Inc.
18839 S.W. 117th Ave.
Miami, FL 33177
Phone (305) 238-7676 Fax (305) 378-9056

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED ARMA PRODUCTIONS
314 Washinton Ave
Homestead, FL 33030

INSURERS AFFORDING COVERAGE NAIC #
INSURER A: CATLIN INSURANCE COMPANY
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	0900701237	10/10/13	10/10/14	EACH OCCURRENCE 2,000,000
A	<input checked="" type="checkbox"/>	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000
		<input type="checkbox"/>				MED EXP (Any one person) 5,000
		<input type="checkbox"/>				PERSONAL & ADV INJURY 1,000,000
		<input type="checkbox"/>				GENERAL AGGREGATE 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT
		<input type="checkbox"/> NON OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC AGG
		<input type="checkbox"/>				EACH OCCURRENCE
		<input type="checkbox"/>				AGGREGATE
		GARAGE LIABILITY				
		<input type="checkbox"/> ANY AUTO				
		<input type="checkbox"/>				
		EXCESS/UMBRELLA LIABILITY				
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
		<input type="checkbox"/>				
		<input type="checkbox"/> DEDUCTIBLE				
		<input type="checkbox"/> RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?				E.L. EACH ACCIDENT
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
		OTHER				E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
DESOTO COUNTY FAIR ASSOCIATION AS ADDITIONAL INSURED AND CITY OF ARCADIA ARE ALSO ADDITIONAL INSURED: EVENT DATE:11-10-2013

CERTIFICATE HOLDER

ARCADIO ALL-FLORIDA CHAMPIONSHIP RODE
124 HEARD STREET
ARCADIA FLORIDA 34266

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
JOSE HERNANDEZ

© ACORD CORPORATION 1988

ACORD 25 (2601/08) QF

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

For the use of the **ARCADIA ALL-FLORIDA CHAMPIONSHIP RODEO, INC.** grounds and arena on November 10, 2013 this agreement is as follows with Arma Productions, represented by Armando Gallegos

The Sponsor's Representative agrees to:

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

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

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

WE UNDERSTAND AGREE TO THE ABOVE TERMS:

Arma Productions
SPONSOR/COMPANY'S NAME

[Signature]
SPONSOR REPRESENTATIVE

9/3/13
DATE

Willie Wood
ARCADIA RODEO REPRESENTATIVE/TITLE

9/30/13
DATE

Robert Stator
WITNESSED BY

9/30/13
DATE

Marvin W. Brown
WITNESSED BY

9-30-13
DATE

ORCADIA RODEO ARENA
124 HEART ST
ARCADIA, FL 34266

RESTROOMS

S T A G E

G A T E

FOOD

FOOD

BOOTH
BEER, WATER,
SODAS

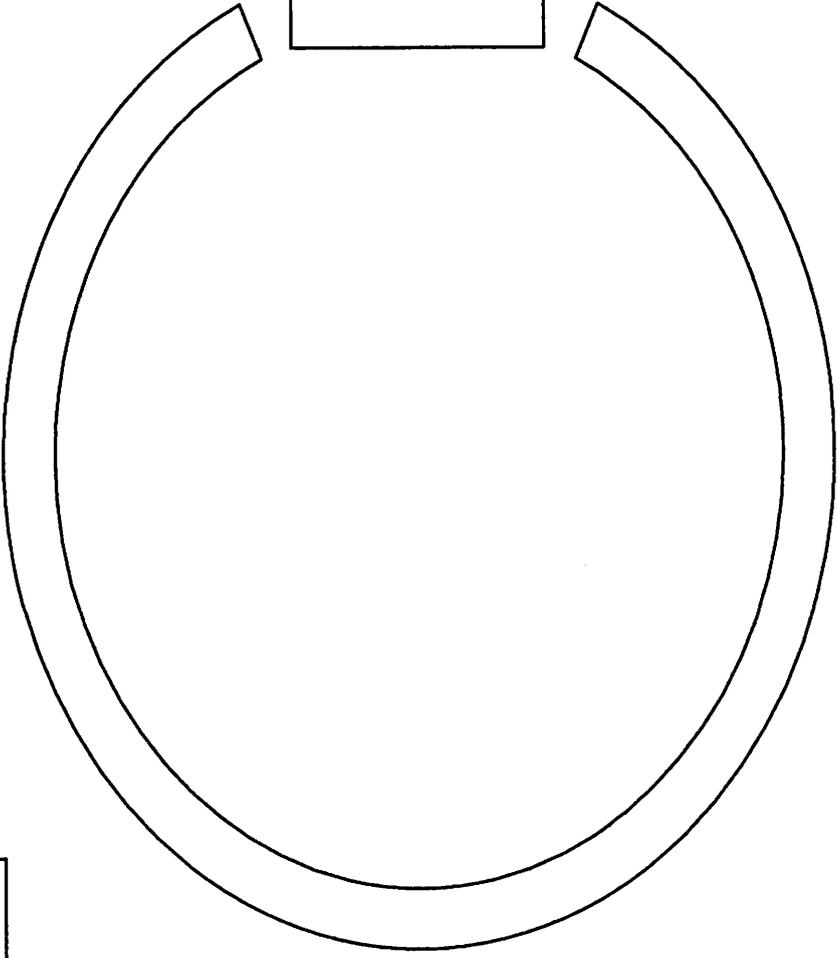
BOX OFFICE

E N T R A N C E

FOOD

BOOTH
BEER- WATER-SODAS

R E S T R O O M S



Security Invoice

Thomas Reichert
6425 Hatcher rd
Lakeland, Fl. 33811
813-245-2714


ARMANDO GALLEGOS
ARMA PRODUCTIONS
314 Washington Ave
Homestead, Fl 33030
Ph: (305) 247-2789
Fax: (305) 246-1507
E-Mail: armaprod@bellsouth.net

10 Security officers @ \$17.50 an hour for 9 hours (1pm -- 10:00 pm) is \$1575.00
10 Security officers @ \$17.50 an hour for 8 hours (4pm - 12 am) is \$1400.00

Per our phone conversation, 20 security officers on 11-10-12. For a total of 170 hrs @
\$17.50 per hr for a total of \$2975.00.

Total paid at end of services rendered to each officer individually.

Sincerely,

Thomas Reichert
813-245-2714
October 30th 2013



This event was previously
RAINED OUT Approved by Council on 4/17/12

**City of Arcadia
SPECIAL EVENT PERMIT APPLICATION**

Date Submitted: 4/16/2012
Event Name Mexican Rodeo Festival
Event Location Arcadia All Florida Championship Rodeo @ 124 Heart St, Arcadia, FL 34266
Date(s) of Event ~~4/22/2012~~ Hours of Event 9:00 AM to 10:30 PM
Expected Attendance 500 L SATURDAY 6/3/12
Event Sponsor Mexican - American Coalition Non-Profit? YES NO
Description of Event Rodeo and Festival ; Music, Food.

Contact Person Adrian Colin Telephone (727) 326-5656 -Cell
Fax # (866) 839-1362 Email adrianacolin@gmail.com
Insurance Carrier Acord
Insurance Agent Mount Vermont Fire Insurance Company 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 Drawing Map.

Other Pertinent Information: _____

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

Received by: V. Jan
City Marshal OK Approved
City Administrator OK Approved
City Council X Approved

Date: 4/16/12
5/29/12
 Disapproved
 Disapproved
 Disapproved
faxed To PD
+ PW
on 5/29/12

4/17/12
V. Jan



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF ALCOHOLIC BEVERAGES & TOBACCO
ODP APPLICATION# 77636 FILE # 25093

TEMPORARY LICENSE/PERMIT

EFFECTIVE DATE: 2/26/2012 EXPIRATION DATE: 02/26/2012

DATE	RECEIPT NBR	FEE	LICENSE NBR	SERIES	CLASS
02/24/2012	110294449	\$ 25.00	ODP2400112	ODP	

NON-TRANSFERABLE, DISPLAY CONSPICUOUSLY, VALID ONLY FOR THE DATE AND PLACE INDICATED

MEXICAN RODEO FESTIVAL
MEXICAN-AMERICAN COALITION CORP
124 HEART ST
ARCADIA ALL CHAMPIONSHIP RODEO
ARCADIA, FL 34266

CONTROL NUMBER: 11765365

DISPLAY AS REQUIRED BY LAW

CONSENT AGENDA

#5 Request for Special Event Permit

Christmas Parade



Chamber of Commerce of DeSoto County

AN INVESTMENT IN OUR FUTURE

September 14, 2012

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

Dear Ms. Jankoski,

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

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

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

Sincerely,

Debby Snyder, Executive Director
DeSoto Co. Chamber of Commerce

PAID \$25⁰⁰

To PD 9/28/12



City of Arcadia SPECIAL EVENT PERMIT APPLICATION

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

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

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

If Yes, please specify locations: Parade to start at Monroe -
lineup on Oak west of Monroe
 Other Pertinent Information: Road closure around 5pm
prior to start of Parade

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

Received by: Z. Yun 9/28/12 Date: 9/28/12
 City Marshal W. Lee Approved Disapproved
 City Administrator Approved Disapproved
 City Council Approved Disapproved

*Council approved
10/2/12*

fees waived by council for 2013

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.

Debby Snyder
Signature of Applicant/Event Sponsor

Debby Snyder
PRINTED Name of Above

9-28-12
Date

494-4033
Contact Phone #

INDEMNIFICATION & HOLD HARMLESS

I, Debby Snyder, as Executive Director of DeSoto Co Chamber of Commerce do hereby agree to hold the City of Arcadia, (Printed Name) (Title or Office Held) (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 Christmas Parade to (Name of Event) be held at Oak Street on Dec. 1, 2012. (Location) (Date)

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

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 28th day of Sept, ²⁰¹² 2010, by Debby Snyder, as Exec. Dir. of Chamber of Commerce who is personally known to me or [] has produced _____ as identification.

[Signature]
NOTARY PUBLIC

(SEAL)

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.

CONSENT AGENDA

#6 Request for Special Event Permit

Farmer's Market



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 10/2/13
Event Name Farmers Market
Event Location Tree of Knowledge
Date(s) of Event every 2nd & 3rd Sat Hours of Event 9-2P
Expected Attendance
Event Sponsor Peace River Detectables Non-Profit? YES NO
Description of Event Farmers Market

Contact Person Mark Moulton Telephone (811) 204 5540
Fax # Email prdetectables@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:

Other Pertinent Information:

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

Received by: City Marshal City Administrator City Council
Date: / /
Approved Disapproved
Approved Disapproved
Approved Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Mark Moulton, as Owner of

(Printed Name)

(Title or Office Held)

Peace River Delectables, 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 Farmers Market to

(Name of Event)

be held at Tree of Knowledge on every 2nd and 3rd sat

(Location)

(Date)

By: Mark Moulton

(Signature)

Printed Name: Mark Moulton

Entity Name: Peace River Delectables

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2010, by _____, as _____ of _____ who [] is personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC

(SEAL)

CONSENT AGENDA

#7 Request for Special Event Permit

Veteran's Day Parade

2013 Veteran's Day Parade

Monday, November 11, 2013

Line-up begins at 9:00 AM

Parade will begin at 10:00 AM

Line-up is located at Oak Street and Orange Avenue.

The parade will end on the east side of the

DeSoto County Courthouse.

Veterans Day Ceremony will begin

at 11:00 a.m. at the Courthouse.



Sponsored by the Arcadia Elks 1524, American Legion Post K11, American Legion Auxiliary Unit 11, VFW Peace River Post 2824, DeSoto County Veteran's Honor Guard, Five Star Youth of America, Vietnam Brotherhood Inc., Amvets Post 60, Sons of Amvets Squadron 60, Amvets Riders and the Amvets Ladies' Auxiliary

For more information, please contact Jackie Tucker at 863-993-0083.

Thanks to the Vietnam Brotherhood Inc. who will be serving hot dogs and drinks at the end of the parade.

Jackie Tucker
Co-chairman

*Copy in
Council
mail box*

Buddy Mansfield
Co-chairman

Name (Organization) _____

Contact _____

Address _____ City _____

Phone _____ Cell _____

Email _____ Fax _____

Marching Unit _____ Vehicle _____ Float _____

Commercial _____ Non-profit _____ Horse _____

You may fax your application to 863-993-9740 or email it to t2000@desoto.net
or send to: Veteran's Day Parade PO Box 2996 Arcadia, FL 34265

DISCUSSION ITEMS

**#1 REVIEW OF COMPENSATION INCREASES &
FINANCIAL IMPACT
(Tabled from 10-29-13)**



TO: MAYOR, COUNCIL MEMBERS AND INTERIM CITY ADMINISTRATOR
FROM: ASHLEY KILLMON PAYROLL AND ACCOUNTING CLERK
SUBJECT: END OF YEAR PAY RAISES
DATE: 11/01/2013

Per Council Request:

Pay raises were given to 20 employees and 1 employee a pay decrease.

This salary and benefit amount was in the original budget under Jerry Cordes, who was terminated on September 9, 2013 by the Public Works Director. The budget was adopted on September 17, 2013.

Mr. Cordes' salary was budgeted with a 50% split to Sanitation (Solid Waste now an enterprise fund) and 50% to the Street Department (general fund).

Annual salary:		\$38,417.60
Benefits:	FICA & MCR	<u>\$3,182.40</u>
TOTAL		<u>\$41,600.00</u>

The breakdown of employees is 13 general fund 6 solid waste 2 water/sewer

The total of all of the raises is \$41,600.00

The only financial implication for this would be the water/sewer fund raises due to they were not in the same fund as Mr. Cordes' split.

The total for the water /sewer fund is \$2,080. This amount is immaterial to the entire water/sewer fund payroll budget and if necessary a change might have to be made for this.

The two(2) employees in the water/sewer fund had a change of the on-call pay which lowered their annual salary.

The intention of the raises was to divide Mr. Cordes' salary between these employees.

The Personnel Action Forms which is the form used for any payroll changes had thirteen(13) dated September 17,2013, five (5) dated September 27, 2013 and two(2) dated October 9, 2013.

The intention of the increase in three (3) employees in the Sanitation department was due to their "incentive" pay of \$2.00 per hour was not going to be paid for year ending 2014.

On-Call and Cell phone reimbursements were changed per revision of the personnel policy on July 1, 2013.

If there are any questions or other information please contact Renee or Ashley.

DISCUSSION ITEMS

#2 City Attorney Retainer Agreement (Attorney)

AGREEMENT FOR REPRESENTATION AND FEES

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

WITNESSETH

In consideration of the services agreed to be performed by Attorneys and the fees to be paid by the City, the parties agree as follows:

1. The City hereby retains Attorneys to perform all necessary legal work for the City, except for certain limited legal matters in which the City will be represented by an attorney specializing in that area of law.

2. Attorneys hereby accept such employment and agree to render and perform such legal services and furnish all advice relevant to such legal matters for the City. The services will be performed by attorneys licensed to practice in the State of Florida, and by paralegals or legal assistants (non-lawyers working under the direct supervision of an attorney) with specialized training or experience in such legal matters.

3. City hereby agrees to pay Attorneys, as compensation for the services to be performed, the professional time spent by attorneys, paralegals and legal assistants at the rate of \$150.00 per hour for attorneys and \$85.00 per hour for paralegals and legal assistants (hereinafter "the Rate"). Attorneys will provide legal consultation and advice to the City and its principals at the Rate for duties under the scope of regular services, which will include:

- A. Serve as the legal advisor to the Mayor and City Council during the conduct of City Council meetings;
- B. Serve as legal advisor to the City's several Boards, Committees and Commissions during the conduct of these meetings;
- C. Advise the Mayor, City Council, Boards, Committees and Commissions, City Marshall, City Administrator, City Clerk and other officers of the City in regard to all legal matters arising in the performance of their several duties which will include, but not be limited to, Special Master Code Enforcement proceedings;
- D. Prepare and/or review all Ordinances, Resolutions, Contracts and other documents as requested;
- E. Perform such other duties in accordance with City Ordinances or as may be required by the City Council; and
- F. Coordinate and provide direction and oversight with regard to the legal affairs of the City including, but not limited to, recommending and coordinating the engagement of special counsel when needed as determined by the City Council.

This Agreement does not include lobbying before the State of Florida or its Agencies. In addition, duties outside the scope of regular services include:

- A. Representing the City in all cases in the several courts to which the City may be a party, whether as a plaintiff or defendant including, but not limited to, court proceedings related to code enforcement;
- B. Employing additional legal counsel;
- C. Preparation for anticipated and conduct of all civil litigation and appeals beyond City hearings;
- D. Preparation for the issuance and sale of City bonds;
- E. Assignments as mutually agreed as outside the Retainer;
- F. Addressing issues regarding employment disputes; and
- G. Addressing issues regarding pension plans.

Nothing in this Agreement shall prevent the City from contracting with Attorneys for duties outside the scope of regular services. Compensation for such services outside of the scope of regular services shall also be at the Rate.

4. In addition to the Rate, the City shall pay Attorneys all sums in the nature of costs which Attorneys have paid or will be required to pay during their representation of City. These expenses may include, but shall not be limited to, court costs, computer research time, deposition costs, long distance telephone calls, reproduction costs, service of process, cost of publication, witness fees, expert witnesses fees, and all other expenses Attorneys consider reasonably necessary for the proper representation of the City. Compensation for any travel time exceeding three (3) trips from Sebring to Arcadia shall be at the rate of \$75.00 per hour. Mileage for travel shall be at the rate of \$0.55 per mile.

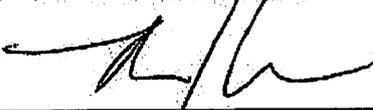
5. The term of this contract shall begin retroactively to May 15, 2013 and end November 14, 2013, unless terminated earlier by either party. Either party may terminate this agreement by giving ninety (90) days written notice to the other party. This agreement may be extended, from year to year, by a majority of the City Council.

6. All papers, records, documents, exhibits, or other items delivered to Attorneys by City shall be returned to City at the conclusion of representation in each particular matter, at the request of City. All papers produced by Attorneys and all research and other work done by Attorneys shall remain the property of Attorneys.

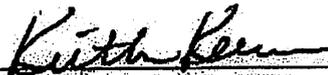
7. The parties hereby acknowledge that two identical complete agreements are being executed, one to be retained in the possession of each party, either of which shall constitute and be considered an original for all purposes.

DATED this 18th day of June, 2013.

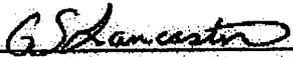
SWAINE & HARRIS, P.A.

By: 
Thomas J. Wohl

CITY OF ARCADIA

By: 
Keith Keene, City Mayor

ATTEST:


Gia Lancaster, City Clerk

(corporate seal)

