AGENDA
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, APRIL 19, 2011
6:00 PM

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

SPECIAL PRESENTATIONS

1. Employee of the Month – Jackie Herrin
2. Proclamation designating May as Youth Week

CONSENT AGENDA

3. Minutes of the April 5, 2011 regular meeting
4. *Air-Cadia* flowage and hanger rent report for March 2011
5. Golf Course financial report for March 2011
6. Pro Shop financial report for March 2011

DISCUSSION ITEMS

7. Lease and business agreement with Skydive Maryland, Inc.
8. Agreement with DeSoto County for leachate / sludge
9. Interlocal Agreement with DeSoto County for Local Agency Program Projects

ORDINANCES

10. Public hearing and second reading of Ordinance 965 – Amendment to the Sign Code

COMMENTS FROM DEPARTMENTS

11. City Marshal

12. Attorney

13. Administrator
    a) Request for use of Fire Station #2 by DeSoto Co Volunteer Fire & Rescue
    b) Fiduciary Insurance Policy for the Police Officers' and Firefighter's Retirement Pension Board

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

MAYOR AND COUNCIL MATTERS

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

Agenda Item #1

EMPLOYEE OF THE MONTH

APRIL 2011

With sincere gratitude this certificate is presented to

JACKIE HERRIN

in appreciation of her exemplary service to the citizens of the City of Arcadia through her initiative, dedication and hard work in the Administrative Office and all other properties; and striving to improve the quality of life for all.

CITY OF ARCADIA

Robert W. Heine, Mayor — April 19, 2011

Attest: Dana L.S. Williams, CMC, City Recorder — April 19, 2011

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Proclamation

WHEREAS, the Benevolent and Protective Order of Elks has designated the first week in May as Youth Week to honor America's Junior Citizens for their accomplishments and to give fitting recognition of their services to community, state and nation, and

WHEREAS, Arcadia Elks Lodge will sponsor an observance during the week in tribute to the Junior citizens of this community; and

WHEREAS, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who In the years ahead will assume the responsibility for the advancement of our free society; and

WHEREAS, our youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and go forth to serve American; and

WHEREAS, to achieve this worthy objective we should demonstrate our partnership with youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship.

NOW, THEREFORE BE IT PROCLAIMED, that I, Robert W. Heine, Mayor, do hereby proclaim the first week in May as

YOUTH WEEK

and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance.

SO DONE, this 19th day of April 2011.

By: Robert W. Heine

Robert W. Heine, Mayor

ATTEST:

Dana L.S. Williams

Dana L.S. Williams, CMC
City Recorder

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AGENDA
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, APRIL 5, 2011
6:00 PM

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

The meeting was called to order at approximately 6:00 PM with the following members and staff present:

Arcadia City Council

Mayor Robert Heine
Deputy Mayor Keith Keene
Councilmember Roosevelt Johnson
Councilmember Sharon Goodman

Arcadia City Staff

City Administrator Lawrence Miller
City Attorney Jason Henbest
City Marshal Charles Lee
City Recorder Dana Williams
Asst City Administrator Judi Jankosky

Deputy Mayor Keene gave the invocation, which was followed by the Pledge of Allegiance and roll call. The Mayor announced that Mrs. Craven was out of town and asked for prayers for her family.

CONSENT AGENDA

1. MINUTES OF THE MARCH 15, 2011 WORKSHOP
2. MINUTES OF THE MARCH 15, 2011 REGULAR MEETING
3. MINUTES OF THE MARCH 22, 2011 WORKSHOP
4. ARCADIA GOLF COURSE REPORT FOR FEBRUARY 2011
5. ARCADIA PRO SHOP REPORT FOR FEBRUARY 2011
6. REQUEST BY THE COMITE CINCO DE MAYO-AZTECA PROMOTION TO HOLD THE 11TH ANNUAL CINCO DE MAYO PARADE ON MAY 1, 2010
7. REQUEST TO CLOSE OAK STREET BETWEEN POLK & MONROE ON APRIL 8TH, MAY 13TH & JUNE 10TH FOR CAR SHOWS.

7.5 CHECK WARRANTS FOR MARCH 11, 18, 25 AND APRIL 1, 2011

On motion of Councilmember Goodman and seconded by Councilmember Johnson, Items #1 through 7.5 of the Consent Agenda printed above were unanimously, 4-0, approved.

DISCUSSION ITEMS

8. ADULT ATHLETIC PROGRAM CONTRACT BETWEEN THE CITY OF ARCADIA AND DESOTO COUNTY ADULT ATHLETIC ASSOCIATION

Ms. Eva Lowe, on behalf of the Adult Athletic Program stated her desire to reestablish the adult softball program that had been in existence through the City prior to Hurricane Charley. The City Administrator added the city had received the contract, forwarded it to the

Attorney for review, made a few minor changes, and that Ms. Lowe had agreed to work with other community groups in a cooperative spirit. Mr. Wade Huckabee, of DCYAA, requested that committee membership be a joint effort between the groups. Ms. Lowe responded there would be an open organizational meeting this coming Thursday evening and that Mr. Huckabee and other representatives from DCYAA were welcome to attend. The City Administrator added the City will monitor the field usage and activities, but hopes the two groups will work cooperatively amongst themselves.

On motion of Councilmember Goodman and seconded by Councilmember Johnson, the Council voted unanimously, 4-0, to approve the contract for the establishment, management, operation and conduct of an Adult Athletic Program with the DeSoto County Adult Athletic Association, Inc.

9. REQUEST BY THE ARCADIAN TO PLACE A CONGRATULATORY AD TO THE 2011 DESOTO COUNTY HIGH SCHOOL GRADUATING CLASS

The City Administrator briefly covered the request for the Arcadian and the various types of ads available.

On motion of Deputy Mayor Keene with a second by Councilmember Goodman, the Council voted unanimously, 4-0, to place a full page ad in the Arcadian which should include photographs of the Council and Administrator.

10. UPDATE ON STATUS OF WATER TREATMENT PLANT AND REQUEST FOR AUTHORIZATION TO PROCEED WITH CONSTRUCTION SERVICES. (JULIE KARLESKINT AND DAN SCHMIDT/HAZEN & SAWYER)

Ms. Julie Karleskint gave a PowerPoint presentation as an update to the Ion Exchange Water Treatment Plant. The highlights of her slides discussed the four alternatives considered, the final recommendation for replacement of the plant, revised capacity, contaminants of concern, a pilot study and testing to establish design criteria, funding opportunities, and the proposed layout and elevations. She then discussed the services covered under allowances to include engineering and administration with the next step being to bid the work and construct the plant. Moving to the amendment for specific authorization #11, Ms. Karleskint covered the cost projections for project management ($25k), additional engineering to include permitting revisions and bid forms ($80k), bid assistance ($25k), construction services (drawings, certifications, testing etc @ $209k), on-site construction observations ($216k), and post construction services such as startup O&M, and training ($40k). The total additional request was $595,000. She and the City Administrator both spoke about the reduction of costs (down from $620,000) by removing the components for LEED certification; although the Administrator pointed out the facility could meet LEED certification, although it does not need to be LEED certified.

Deputy Mayor Keene confirmed overall costs saying of the $6.4 M to construct, the City had secured $2 M in loan forgiveness in addition to a $200k grant. Ms. Karleskint concurred. Mr. Keene then discussed how he had had several talks and meetings with the County and engineers to look at every opportunity available and to select the best option for the City. The

Deputy Mayor said he was sad the plant had gotten to the point of disrepair but that by investing in a new plant, the city appears to be recovering.

Ms. Karleskint also talked about the option of purchasing water from the County, quoting $3.75/2000 gal. at their bulk rate in addition to the cost of treatment, whereas the cost to the City for repaying the loan is less than $2/2000 gal.

Mr. Bob Allen, an opponent of building a new plant, expressed concern about incurring debt which his children and grandchildren will end up having to pay off. He felt the loan payment will only increase rates for the City; whereas the river water belongs to everyone. He asked for an extension of time before a decision is made to go back to the County and secure a contract for the purchase of water for the Council to additionally consider.

Further discussion followed amongst the Council and with Mr. Ernest Hewett from the public also speaking in favor of new plant construction. The City Administrator added there is a fiduciary responsibility to the City for both the long and short term.

On motion of Deputy Mayor Keene with a second by Councilmember Goodman, the Council voted unanimously, 4-0, to approve the amendment to Specific Authorization #11 with Hazen & Sawyer in the amount of $620,000.00.

11. APPOINTMENT OF A BOARD OF ADJUSTMENT

The City Administrator pointed out that since December 31, 2010, the city has not had a Board of Adjustment although the code provides for one; and that in all likelihood a variance request will be forthcoming from the CDBG administration related to a non-conforming use at one of the applicant's houses.

On motion of Councilmember Johnson and seconded by Councilmember Goodman, the Council voted unanimously, 4-0, to appoint the members of the Planning & Zoning Board to serve in the additional role of the Board of Adjustment.

12. AWARD OF RFP FOR BANKING SERVICES FOR THE OPERATING BANK ACCOUNT TO SEACOAST NATIONAL BANK

The City Administrator reported on the receipt of RFP's for banking services with four banks having responded. They were Bank of America, Suntrust, First State Bank of Arcadia, and Seacoast National Bank. The Administrator continued that the best return on investment, total cost associated with maintaining an account structure and the volume of services to be provided was determined to be with Seacoast; and that in order to get the biggest bang for the City's buck, it was his recommendation to change the operating bank account from Bank of America to Seacoast National Bank.

On motion of Councilmember Goodman and seconded by Deputy Mayor Keene, the Council voted unanimously, 4-0, to change the operating bank account for the City of Arcadia from Bank of America to Seacoast National Bank.

13. APPROVAL OF THE GENERAL CONTRACTS FOR THE FOUR TOP AIRPORT CONSULTING SERVICES FINALISTS

The Assistant City Administrator presented contracts for Hanson Professional Services, Inc., C&S Engineers, Inc. and Kimley-Horn and Associates, Inc. for general airport consulting services. She added there was no payment or request for funding associated with these, but merely a description of how the city with interact with the consultants, expectations from the consultants and how payments will be arranged once work is performed.

Deputy Mayor Keene made a motion to approve the Agreements for Professional Services with Hanson Professional Services, Inc., C&S Engineers, Inc. and Kimley-Horn and Associates, Inc. Councilmember Goodman provided a second to the motion and a voice vote of the Council recorded unanimous, 4-0, approval.

14. LEASE AND BUSINESS AGREEMENT WITH SKYDIVE MARYLAND, INC.

This item was tabled to April 19, 2011 at the request of staff.

15. REQUEST BY EUGENE HICKSON SR. TO RENAME ORANGE AVENUE BETWEEN GIBSON AND MLK TO BE NAMED IN HIS HONOR

Mr. Eugene Hickson requested that Orange Avenue from Gibson to MLK be renamed "Eugene Hickson Sr. Boulevard" in his honor. He then covered his background and service with the City as well as some personal challenges he had faced.

Many people from the audience were in favor of honoring Mr. Hickson, though few supported renaming the street. Ms. Catherine Hackney, Mr. Ernest Morgan, Mr. Jeff Norris, Ms. Marsha Brown, Ms. Helen Hough, Ms. Katie Caudill, Ms. Janie Watson, Ms. Cindy Norris, and Mr. Greg Smith each spoke in favor of some form of tribute, though they felt the inconvenience and expense of changing a street name was not the best choice. Mr. Charles Conklin, Ms. Willie Johnson, and Mr. Darby Ellis were in support of the street name change. Other options discussed to recognize Mr. Hickson included the naming of a park, or structure within a park, a monument, bust, or mural.

Mr. Hickson spoke again, saying he was responsible for integrating the City of Arcadia and that he had never received credit in this town for his many contributions. He spoke of renaming the City to "City of Eugene" and challenged the Council to do what they thought was right; but promising to return if a decision was deferred.

Councilmembers Johnson and Goodman each spoke highly of Mr. Hickson and the many significant contributions he has made to Arcadia. Dr. Johnson noted how Mr. Hickson had created an easier path for him to serve on the Council and Dr. Goodman referred to him as a "trailblazer". However she added that everyone has the right to feel comfortable and that she can't do what she wants as Mr. Hickson has suggested because she has to do what is in the best interest of everyone in the City. The Deputy Mayor added that he felt there were other opportunities more fitting Mr. Hickson's contributions than naming a street. Councilmember Goodman thought the mural would be a magnificent way to pay tribute to Mr. Hickson but

suggested a committee be created to discuss and decide on a fitting homage and that Mr. Hickson be a part of the committee.

On motion of Councilmember Goodman, and seconded by Councilmember Johnson, the Council voted unanimously, 4-0, to appoint Mr. Eugene Hickson, the Deputy Mayor, City Administrator, and City Marshal to an ad hoc committee charged with recommending an appropriate tribute honoring Mr. Hickson and to do so expeditiously. (also see City Attorney comments below)

COMMENTS FROM DEPARTMENTS

16. CITY MARSHAL

The City Marshal was available to address any questions on the monthly police and code enforcement activity report. He also noted that an anonymous donor had recently donated two pieces of "thumb pad" or biometrics equipment, approximately $3,000 each that will provide a criminal history at the touch of a thumb print. He hopes to have it up and on-line within 30 days.

17. ATTORNEY

With respect to the Hickson tribute committee, the City Attorney clarified to the members it would have to be a fact-finding committee only (no decisions) or comply with the requirements of the Sunshine Law. He added that any recommendation would need to be brought back before the Council.

A) UPDATE ON RUPP LAWSUIT

The Attorney discussed a previous action of Council which provided for the attorneys of record to open negotiations for the possibility of a settlement with former administrator Markae Rupp. He noted any settlement costs would be paid, in total, by the City's insurance company. The City Attorney continued that Ms. Rupp had begun negotiations at $20,000, with the City opening at $100; but following negotiations a final figure was reached at $8,250; and that Ms. Rupp had verbally agreed to such. Along with the settlement amount there would be stipulations of no admission of liability on the part of the City, a waiver of any future cause of action on the part of Ms. Rupp, and the best assurance possible for no ill effect on the city's policy (premiums) as a result. The Attorney added that although there is a principle involved, he does believe it is a good offer and less expensive than to continue with litigation.

On motion of Deputy Mayor Keene and seconded by Councilmember Johnson, the Council voted unanimously, 4-0, to approve the settlement agreement with former administrator Markae Rupp in the amount of $8,250.00 with the stipulations cited above.

18. ADMINISTRATOR

A) SPRING BREAK CAMP

The City Administrator mentioned that he had attended a memorial service for Alize Hodges, the young lady who tragically collapsed during Spring Break Camp at Smith-Brown

Gym, then later died at DeSoto Memorial. He added the Homeless Coalition had brought in grief counselors for the other participants and that he had expressed condolences on behalf of the city to the family of Miss Hodges.

B) FIRE HYDRANTS

The City Administrator also reported the process of replacing fire hydrants within the City limits had begun. He added that although there is sufficient water pressure to the hydrants, many have been around for decades and from a safety standpoint, all hydrants need to be operational. Also, some of the money designated from the rate increase would be used for this project.

C) BOA

The Administrator briefly touched on the BOA issue brought forward earlier as it relates to the CDBG grant. The grant is already overextended in time and officials have requested a one-year extension from the Department of Community Affairs. The Administrator believes the City will be granted a minimum 6-month extension; however, the extension does not relieve the City of the responsibility to continue or finish the project and in doing so, needs four additional contracts to satisfy the commitment for 10 properties to be constructed. He added he is working with the County in terms of their SHIP funds but has found there are some properties on non-conforming which will require variances to bring them into compliance.

D) CITY SERVICES

The Administrator stated that all the brick pavers in the downtown area are complete and work will now begin in the alleyways by smoothing them out and putting in new concrete. He also reported on repairs to the cracks in the basketball court at Louis Anderson Park and replacement of the dugouts at the MLK ball fields. With regard to the Clean City Campaign, the Administrator stated he had received a list from the Code Enforcement office of properties that have liens on them and will begin the process of demolishing those which are abandoned.

E) SMALL BUSINESS CONFERENCE

Aides to Congressman Vern Buchanan, Danny Bilyeu and Sally Tibbets, met with the City Administrator to plan and conduct a Small Business Conference in Arcadia, planned to be held at the Chamber of Commerce. In addition, they will be working with the USDA on other downtown issues such as parking lots and street lights. Finally, thanks to the Assistant City Administrator's efforts, pole banners to be placed in the downtown area year round will be forthcoming in the near future. These banners will be changed seasonally and for various holidays.

PUBLIC

Ms. Helen Hough questioned whether Seacoast National Bank was a community or local bank, saying that through the reduction in positions slated to occur as a result of the new Water Plant, the City needs to implement measures to create more jobs.

Ms. Katie Caudill questioned the passage of the nuisance ordinance and whether the process had begun which will allow dilapidated houses to be demolished. She also questioned the process and legality of a recent demolition at 237 S. Orange Avenue. The City Administrator stated the house in question was already down and that the City had only cleared the lot. He continued that the owner was deceased and attempts to locate estate heirs had been unsuccessful.

Ms. Cynthia Scott of the DeSoto County Health Department distributed information on the Footsteps 2 Fitness program and fair. She invited everyone to attend the kickoff on Saturday, April 16th from 10 AM - 12 PM at Lake Katherine.

Mr. Clinton Burton asked if criteria for eligibility in regard to the CDBG housing assistance included a criminal history check and whether or not it was legal to ask about that in the course of the applications. The City Attorney did not have an immediate answer but said he would research it and provide a response in the future.

Mr. Burton also asked each member of council if they utilized text messaging on their city-issued cell phone and/or used their private cell phones to conduct city business. Each responded they did not.

Mr. Charles Conklin asked if there was a book of history on Arcadia and whether or not Mr. Hickson was included in it.

MAYOR AND COUNCIL MATTERS

The Deputy Mayor requested a continuation of the workshop on the Personnel Manual. The consensus of Council was to hold one at 5 PM on Tuesday, April 19, 2011, immediately prior to the regular meeting.

Mr. Keene also stated he had received an inquiry about a garbage bag hanging from the power lines at the intersection of Magnolia and Monroe. It was determined its removal would be the responsibility of Florida Power and Light.

Councilmember Johnson would like the City to be more decorated for the Christmas season and asked that staff look into the costs for decorations.

(remainder of page intentionally left blank)

ADJOURN

Having no further business at this time, the meeting was adjourned at 8:05 PM.

APPROVED THIS 19th DAY OF APRIL 2011.

By:

_____

Robert W. Heine, Mayor

ATTEST:

_____

Dana L.S. Williams, CMC, City Recorder

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Agenda Item #4

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

FLOWAGE AND HANGER RENT REPORT MARCH 2011

Aviation Fuel	*734.4 GALLONS @ $0.01/ga*	$ 7.35
Lubrication oil	*0.00gallon .04/gal*	$ .00
Tiedown Fee	*00.00/50%*	$ 00.00
BLDG F	*900.00/90%*	$ 810.00
T-hangers	*3900.00/90%*	$ 3,510.00

This month 20 of the 20 hangers rented-Building A and B
3 of the 3 hangers rented-Building F

Total due City for MARCH 2011 $4,327.35

Paid Check # 7380

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Agenda Item #5

CITY OF ARCADIA FLORIDA
PO BOX 351
ARCADIA, FL 33821

GOLF COURSE

FINANCIAL REPORT

DATE: **APRIL 6, 2011**

FOR PERIOD: **3/01/11 - 3/31/11**

I HEREBY CERTIFY THAT THE FOLLOWING AMOUNTS WERE COLLECTED BY ME FOR MEMBERSHIP DUES, GREEN FEES, TEN PLAY FEES, AND 7% SALES TAX AT THE ARCADIA GOLF COURSE; RECEIPT FOR WHICH I HEREBY ACKNOWLEDGE.

MEMBERSHIP DUES	$	-
GREEN FEES	$	25,264.96
TEN PLAY	$	3,099.89
OTHER - Student & City Employees	$	33.65
SUB TOTAL	$	28,398.50
7 % SALES TAX	$	1,987.90
TOTAL COLLECTED	$	**30,386.40**
TOTAL EXPENSES	$	**15,037.00**

FOR THE ABOVE ARE ATTACHED AND HEREBY MADE A PART OF THIS REPORT.

TOTAL NUMBER OF REGISTRATIONS: **7075**

PRO SHOP MANAGER

RECEIVED BY

FINANCE DIRECTOR

DATE: 4/06/11

ARCADIA GOLF COURSE

CITY OF ARCADIA

ARCADIA, FL

DATE **APRIL 6, 2011**

RE: GOLF COURSE REPORT FOR THE MONTH OF: **MARCH 2011**

	MARCH 2011	MARCH 2010	CURRENT YEAR TO DATE	LAST YEAR TO DATE
GREENS FEES COLLECTED	$ 28,398.50	$ 12,879.36	$ 100,337.21	$ 74,087.87
MEMBERSHIP FEES	$ -	$ 429.90	$ 129,319.02	$ 156,820.67
SUB TOTAL	$ 28,398.50	$ 13,309.26	$ 229,656.23	$ 230,908.54
SALES TAX	$ 1,987.90	$ 932.69	$ 16,022.27	$ 16,171.04
TOTAL	$ 30,386.40	$ 14,241.95	$ 245,678.50	$ 247,079.58
TOTAL NUMBER PLAYED	7075	5011		

THIS MONTHS EVENTS

CLUB CHAMPIONSHIP TOURNAMENT- MARCH 12TH & 13TH & MARCH 19TH & 20TH

WEDNESDAY LEAGUE TOURNAMENT- MARCH 26, 2011

UPCOMING EVENTS

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Agenda Item #6

CITY OF ARCADIA FLORIDA
PO BOX 351
ARCADIA, FL 33821

PRO SHOP

FINANCIAL REPORT

DATE: **APRIL 6, 2011**

FOR PERIOD: **3/01/11 - 3/31/11**

I HEREBY CERTIFY THAT THE FOLLOWING AMOUNTS WERE COLLECTED BY ME FOR CARTS, PRO SHOP, DRIVING RANGE, FOOD, BEVERAGES, AND 7% SALES TAX AT THE ARCADIA PRO SHOP; RECEIPT FOR WHICH I HEREBY ACKNOWLEDGE.

CARTS	$	14,065.77
PRO SHOP	$	940.64
DRIVING RANGE	$	588.90
FOOD & BEVERAGES	$	4,940.82
SUB TOTAL	$	20,536.13
7 % SALES TAX	$	1,432.91
TOTAL COLLECTED	$	**21,969.04**
TOTAL EXPENSES	$	**16,904.00**

FOR THE ABOVE ARE ATTACHED AND HEREBY MADE A PART OF THIS REPORT.

PRO SHOP MANAGER

RECEIVED BY

FINANCE DIRECTOR

DATE: 4/06/11

PRO SHOP REVENUES -MARCH 2011

WORKSHEET TO ACCOUNT FOR ALL REVENUE BEFORE PAID OUT EXP

MONTH	TOTAL RECEIPTS	01000-21700 LESS SALES TAX	01347-34725 ACTUAL REVENUE	01726-30520 RE-CLASS AS EXP AMOUNT PAID OUT	01000-10115 CASH
MARCH 2011	21,969.04	1,432.91	20,536.13	698.20	21,270.84
TOTAL	**21,969.04**	**1,432.91**	**20,536.13**	**698.20**	**21,270.84**

JE NEEDED FOR THE MONTH

DB	01000-10115	SAVINGS ACCOUNT
DB	01726-30520	MISC OPER SUPPLIES
CR	01347-34725	PRO SHOP REVENUES
CR	01000-21700	SALES TAX -PRO SHOP

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MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, Assistant City Administrator

DATE: April 14, 2011

SUBJECT: Skydive Maryland, Inc. (to operate as Skydive Arcadia)

RECOMMENDED MOTION: Approve the lease and operating agreement between the City of Arcadia, Air-Cadia, Inc. and Skydive Maryland, Inc. (to operate as Skydive Arcadia.)

Attached is the lease and operating agreement for Skydive Maryland which will operate as Skydive Arcadia at the Arcadia Airport providing tandem skydive jumps on a year round basis. This agreement is in accordance with the hanger leasing provisions of Air-Cadia's agreement and the Arcadia Municipal Airport Minimum Standards for a Specialized Aviation Service Operation (SASO).

CITY OF ARCADIA MUNICIPAL AIRPORT
AVIATION LEASE AND OPERATING AGREEMENT

CITY OF ARCADIA, FLORIDA
AIR-CADIA, INC.
PARACHUTES ARE FUN, INC.

THIS LEASE AND OPERATING AGREEMENT (the "Agreement") is made and entered into on this _____ day of _____, 2011, by and among the City of Arcadia, Florida, a Florida municipal corporation, (the "City"), Air-Cadia, Inc., a Florida corporation, ("Air-Cadia"), and Skydive Maryland, Inc., a Maryland corporation, ("Skydive").

RECITALS

WHEREAS, the City owns and operates the Arcadia Municipal Airport (the "Airport") in the City of Arcadia, County of DeSoto, Florida; and

WHEREAS, Air-Cadia is a fixed base operator ("FBO") at the Airport and, pursuant to that certain lease between the City and Air-Cadia dated April 2, 1985, maintains exclusive control over that certain hangar located at the Airport commonly known as the Butler Building through April 1, 2015; and

WHEREAS, Skydive desires to establish a tandem skydiving operation at the Airport and to sublease the Butler Building for such operations; and

WHEREAS, the City and Air-Cadia wish to encourage the establishment of the operations sought by Skydive at the Airport and believe such operations will assist the Airport in accommodating general aviation.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

ARTICLE I
TERM

The term of this lease shall be for a period of one (1) year, commencing on the _____ day of _____, 2011. Skydive shall have the option to extend the term of this Agreement for three (3) additional one (1) year periods, exercisable upon ninety (90) days' written notice to the City and Air-Cadia prior to the then-applicable termination date. The term shall automatically expire on the _____ day of _____, 2012, unless earlier terminated under the provisions of this Agreement or unless extended at the option of Skydive. Any such extension shall be upon the same terms and conditions as are contained in this

Agreement, with the exception of the established rental rate. Regardless of any extensions hereunder, the term of this Agreement shall in no situation extend beyond April 1, 2015.

ARTICLE II
LEASED PREMISES

Air-Cadia hereby leases to Skydive, and Skydive hereby leases from Air-cadia, the following portions of the Butler Building (the "Premises") further described as follows:

The Premises includes the office area, the storage space, and the one-half (1/2) of the hanger floor space nearest to the office area within the Butler Building (i.e., that 5,000 square foot steel building located at the Northwest end of runway 13/31 located on the Airport Property.

For purposes of this Agreement, the term "Premises" shall include the right of ingress and egress for both vehicles and aircraft and all fixtures built or existing as part of the Butler Building as of the commencement of this Agreement. Further, for purposes of this Agreement, the term "Premises" shall include leasehold improvements constructed by Skydive pursuant to Article VIII of this Agreement. To the extent necessary under the lease between the City and Air-Cadia, the City hereby consents to the sublease of the Premises to Skydive.

ARTICLE III
APPROVAL OF SPECIALIZED AVIATION SERVICE OPERATION

The City hereby approves, and Air-Cadia consents to, the establishment by Skydive of a Specialized Aviation Service Operation ("SASO") at the Airport. Such SASO shall be as detailed in this Agreement, but generally shall involve a skydiving operation.

ARTICLE IV
PAYMENTS

A. Payments and Fees:

In consideration of the rights and privileges granted by this Agreement, Skydive agrees to pay to Air-Cadia during the term of this Agreement the following:

1. Payments: The base annual lease rent shall total $9,000.00 for the first year following the commencement of this Agreement. Such rent shall be paid monthly in advance, in the amount of $750.00, plus applicable sales tax for the Premises, with the first payment to be made on or before the first day of _____, 2011, and a like payment to be made on or before the first day of each month thereafter during the term of this Agreement. Such base annual lease rent shall be adjusted every year on the anniversary date of this Agreement based on the increase or decrease in the Consumer Price Index for the intervening period of time or three percent (3%), whichever is less. The rate of such increase or decrease will be determined using the standard formula set forth by the Department of Labor and Statistics and shall be based upon the Consumer Price Index for All Urban Consumers.

2. Percentage of Gross Receipts: On December 31 of each year, Skydive shall pay to Air-Cadia a sum equal to no less than five percent (5%) of the gross income generated by the operations at the Airport for the year then ending. Additionally, if this Agreement is terminated on a date other than December 31, at the time this Agreement is terminated, Skydive shall pay to Air-Cadia a sum equal to no less than five percent (5%) of the gross income generated by the operations at the Airport for the period from January 1 of the year during which the termination is occurring and the date of termination. All payments under this paragraph shall be paid by Air-Cadia directly to the City.

B. Delinquency Charge: A delinquency charge of five percent (5%) per month shall be added to payments required by Paragraphs A.1. or A.2., above, which are rendered more than ten (10) days delinquent.

C. Place of Payment: All payments due to Air-Cadia from Skydive shall be delivered to the place designated in writing by Air-Cadia.

D. Disputes: In the event that any dispute may arise as to rental payments or payment of the percentage of gross receipts, the amount claimed due by Air-Cadia shall be paid forthwith and the dispute shall be submitted to a certified public accountant, agreeable to both parties, who shall determine the rights of the parties hereunder in conformity with generally accepted accounting principles. The fees due said accountant for such service shall be paid by the unsuccessful party, or in the event the determination is partially in favor of each party, the fee shall be borne equally by the parties.

E. Fees Payable to Other Parties:

1. Taxes: Skydive shall be responsible for any taxes assessed upon the property and improvements thereto, for each year the lease is in effect or pro-rata portion thereof. Skydive shall pay all taxes for both real and personal property that may be levied and assessed by any governmental agency upon the leased premises, including, but not limited to, Ad-Valorem and Solid Waste assessments. Failure to pay said taxes shall constitute a breach of this Agreement and be cause for either the City or Air-Cadia to declare an immediate default.

2. Utilities: Skydive shall be responsible for all utilities and connection fees involved with the leased Premises.

ARTICLE V
RIGHTS AND OBLIGATIONS OF SKYDIVE

A. Required Services: A commercial skydiving tenant engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment. A commercial skydiving tenant shall meet or exceed the Basic Safety Requirements (BSRs) of The United States Parachute Association FAR PART 105, and related FAA Advisory Circulars.

B. Insurance Coverage: Obtain and maintain continuously in effect at all times during the term of the Agreement, at Skydive's sole expense, insurance with total limits in an

amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:

- Student and Renter Pilot Coverage, Comprehensive Public
- Liability and Property Damage
- Property Damage - Each accident
- Aircraft Liability Bodily - Each person/each accident
- Property - Each accident

C. Authorized Services: Skydive may use the leased premises for the manufacture of parachutes and related equipment, storage, offices and related uses of the parachuting industry. Skydive may used the leased premises for skydiving and parachute jumping instruction, the sale and rental of skydiving and related equipment, and for repairs and maintenance of parachutes and related equipment. Skydive may not as part of this Agreement or as part of its operations at the Airport (i) lease or otherwise authorize aircraft tie-down space on a temporary or permanent basis; (ii) sell oil, fuel, or lubricants; (iii) broker the buying or selling of aircraft; or (iv) perform any painting, restoration, or maintenance on aircraft not owned by or under a long-term lease to Skydive.

D. Rules and Regulations: At all times, Skydive shall abide by the rules and regulations of the Federal Aviation Administration and all other applicable regulations imposed by Air-Cadia, as manager of the Airport, and/or any governmental authority, including, but not limited to, the City, the County of DeSoto, the State of Florida, and the United States of America. Skydive shall abide by those all such rules and regulations as they exist on the date of commencing this Agreement and as modified and amended from time to time thereafter.

E. Interference/Hazard: Skydive expressly agrees for itself, its successors, and assigns to prevent any use of the Premises which would interfere or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

F. Height Restrictions: Skydive expressly agrees for itself, its successors, and assigns to restrict the height of all structures, objects of natural growth, and other obstructions on the Premises to such a height so as to comply with Federal Aviation Administration regulation, Part 77 and all other applicable Federal Aviation Administration standards.

G. Care of Petroleum Products: Skydive shall handle, use, store and dispose of petroleum products, and all other materials (including hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Authority statutes, regulations, rules, and ordinances. No waste or materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of Skydive, Skydive shall be responsible for the clean up, containment, and otherwise abatement of such contamination at Skydive's sole cost and expense. Further, Skydive shall notify Air-Cadia, the City, and all appropriate governmental agencies of such occurrence immediately. Should Skydive fail to do so, the City or Air-Cadia may take any reasonable and appropriate action in

Skydive's stead. The cost of such remedial action by Air-Cadia or the City shall be paid by Skydive.

ARTICLE VI
APPURTENANT PRIVILEGES

A. Use of Airport Facilities: Skydive shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Air-Cadia and the City.

B. Maintenance of Airport Facilities:

1. Air-Cadia and the City shall remain responsible pursuant to their separate agreement for the general maintenance of all public and common or joint areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as, in its opinion, are required and necessary for the safe and efficient operation of the Airport.

2. Skydive agrees that it will repair any damage to the grass runway which it may cause (i.e., Skydive has indicated that it will be operating one or more Cessna 182 aircraft, which are heavier than the aircraft typically used at the Airport and which may as a result of the heavier weight may cause damage to the grass runway).

C. Fuel Facilities: Air-Cadia shall maintain facilities to adequately supply Skydive's fuel demands.

D. Signs: Skydive may keep and maintain a sign at the entrance normally used by occupants of the area in which the leased premises are located designating the business being operated thereon. All signs, and placement thereof, must comply with applicable requirements as set forth in applicable city, county, and state regulations.

ARTICLE VII
RESERVED RIGHTS OF THE CITY AND AIR-CADIA

A. Non-Exclusive Rights: Notwithstanding anything herein contained that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive, and the City and Air-Cadia herein reserve the right to grant similar privileges to another operator or operators on other parts of the airport.

B. Reservation of Right-of-Way: Air-Cadia and the City do hereby reserve unto themselves, their successors and assigns, for the use and benefit of the public, the use of airspace for the public above the Premises, together with the right of flight for the passage of aircraft in the airspace above the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or flight

in the said airspace, and for use of said airspace for landing on, taking off from or operating on or about the Airport. In addition, the City and Air-Cadia reserve a general easement over, under, and across the Premises. The City and Air-cadia each, through their respective officers, agents, servants, or employees, shall have the full and unrestricted right to enter the Premises for the purpose of doing any and all things which party is authorized or required to do under the terms of this Agreement or for the purpose of performing governmental functions under federal, state, or local rules, regulations, and laws, including, but not limited to, necessary and proper inspections under applicable health, mechanical, building, electrical, plumbing, and fire codes, or other health, safety, and general welfare regulations enforced pursuant to the City's police powers. Additionally, Lessee's rights hereunder shall be subject to all existing and future utility easements and rights-of-way granted by the City for the installation, maintenance, inspection, repair, or removal of facilities owned or operated by electric, gas, water, sewer, communication, or other utility companies and to all rights of such utility companies under ordinance or statute to utilize publicly owned property in providing utility service; provided however, such utility easements shall not unreasonably or unnecessarily interfere with Skydive's proper use, development, and maintenance of the Premises. Such inspections shall be undertaken only at reasonable times.

C. Reserved Rights of Development: The City at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Skydive from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.

ARTICLE VIII
LEASEHOLD IMPROVEMENTS

A. City Improvements: As inducement to establish the SASO and to enter into the lease contained herein, the City has agreed to make certain improvements to the Premises as follows:

1. Complete construction of a firewall.

2. Construct/install a second ingress/egress door.

3. Repair the hanger doors to ease opening.

Such improvements shall be completed or under substantial construction within ninety (90) days following the commencement of this Agreement. Skydive shall allow for all reasonable access to the Premises to the City, its employees, contractors, and agents to make such improvements possible; for any period during which reasonable access is refused, the City's obligations hereunder shall be tolled.

B. Skydive's Improvement: Skydive may make improvements to the Premises pursuant to the following:

1. All contractors doing work on the Premises must be licensed by the County of DeSoto or be registered or certified by the State of Florida. Appropriate permits must be obtained from the City and/or the County of DeSoto, prior to commencement of any building, electrical, or plumbing work on the leased premises. A clearance must also be obtained from the DeSoto County Health Department, if applicable.

2. It is agreed and understood that all structures and leasehold improvements undertaken pursuant to this provision shall become the sole and exclusive property of the City upon the termination of this Agreement, though the Butler Building may remain under exclusive control of Air-Cadia for the duration of the 1985 Lease.

3. The City's title and interest in the leased premises shall not be liable for or subject to liens arising out of any improvements on the property. Skydive, its heirs or assigns shall notify all contractors, subcontractors, materialmen, mechanics, laborers, and others who perform any work, labor or services or who finish any material, or otherwise participate in the improvements to the property that Skydive has no power to subject the City's or Air-Cadia's interest to any claim for contractors', materialman's, or laborer's liens, or for any other lien, mortgage or encumbrance.

4. If any leasehold improvements shall be damaged or destroyed, then Skydive shall repair or replace the same, returning them to pre-damage condition, within a reasonable period of time, not to exceed sixty (60) days.

5. Skydive is hereby granted the right to make reasonable improvements located on the Premises as from time-to-time it shall desire to make, provided however, that said alterations requiring a building permit must be approved in advance in writing by the City, which approval shall not be unreasonably withheld.

ARTICLE IX
MAINTENANCE

Skydive agrees to properly maintain and be solely responsible for the maintenance of the leased Premises, shall keep the grounds and building in a safe, neat, and presentable condition, and shall not suffer or permit waste or deterioration of the Premises. Skydive and the City and Air-cadia hereby acknowledge that they have inspected the Premises described herein, and Skydive accepts them in their present condition, without warranties of any kind from the City or Air-cadia as to the suitability or safety of the Premise for its intended use.

ARTICLE X
INSURANCE

A. Required Insurance: Skydive shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Skydive's sole expense, the following insurance:

1. Comprehensive General and Automobile Liability: Skydive shall maintain a policy for liability insurance. Coverage shall be per occurrence to protect the City and Air-Cadia against claims for injury or death to persons and damage to property while on or about the leased premises in the minimum amount of One Million Dollars ($1,000,000.00) combined single limits. The City and Air-Cadia shall be an additional insureds on any such policy.

2. Real and Personal Property Casualty Insurance: Skydive shall maintain a Fire Policy, including all risk endorsement and extended coverage endorsement. The coverage shall be written on a repair or replacement cost basis, but shall include necessary demolition and debris removal. The City and Air-Cadia shall be named insureds on any such policy.

3. Certificate of Insurance: A Certificate of Insurance, evidencing the coverage stated above, shall be delivered to Air-Cadia and the City at least ten (10) days prior to Skydive taking possession of the Premises. This certificate shall also provide that the City and Air-Cadia shall each receive written notification directly from the insurer at least ten (10) days in advance of any cancellation or lapse of such insurance.

4. Insurance/Hold Harmless: Skydive shall protect and save the City and Air-Cadia harmless from any and all liability arising out of any act, omission, or negligence, or alleged act, omission, or negligence, of any officer, agent, employee, licensee, or invitee of Skydive. Skydive shall indemnify and save the City and Air-Cadia harmless from any costs, loss, damage, or expense arising out of or in connection with any accident causing death or injury to any person, or damage to any property on the leased premises, arising out of Skydive's use of the Premises.

B. Notice: The City, Air-Cadia, and Skydive mutually agree to notify the parties hereto in writing as soon as practicable of any claim, demand, or action arising out of an occurrence covered hereunder of which each has knowledge or becomes aware, and each shall cooperate in the investigation and defense thereof.

ARTICLE XI
SKYDIVE AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Skydive acts as an independent contractor and not as an agent of the City or Air-cadia. The selection, retention, assignment, direction, and payment of Skydive's employees shall be the sole responsibility of Skydive, and the City or Air-Cadia shall not attempt to exercise any control over the daily performance of duties be Skydive's employees.

ARTICLE XII
NON-DISCRIMINATION

Skydive, for itself, successors in interest or assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land during the term of this Agreement that in the event facilities are constructed, maintained, or otherwise operated on the

Premises, Skydive shall maintain and operate such facilities and services in compliance with all other requirements imposed, pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

Skydive, for itself, successors in interest or assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land during the term of this Agreement that:

A. No person on the grounds of race, color, gender, religion, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, gender, religion, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. Skydive shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

D. In the event of breach of any of the above non-discrimination covenants, Air-Cadia or the City shall have the right to terminate this Agreement provided however the procedures of 49 CFR have been followed and completed, including expiration of appeal rights.

ARTICLE XIII
ASSIGNMENT

Skydive shall not, without prior written notice to and upon written approval of Air-Cadia and the City, mortgage or encumber its leasehold estate herein, or transfer or assign the same, or sublet the premises or any part thereof to one or more sublessees. In no event shall Skydive be released from any obligations or liabilities imposed by the terms of this Agreement unless so released by the Air-Cadia and the City. Any assignment or sublease shall be for purposes which do not violate zoning regulation or include any unlawful, noxious, or offensive activities. No use shall be made of the Premises which will constitute a hazard or interference with air traffic to and from the Airport.

ARTICLE XIV
REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance ofthe Airport, the execution ofwhich has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises, and to compensation for the taking thereof, interference therewith and damage

thereto, caused by such agreement or actions of Lessor or the United States pursuant thereto. During any national emergency declared by the President or by the Congress, the United States shall have the right to take exclusive or non-exclusive control and possession ofthe Premises, or of such portion thereof it may desire, with the rent to be abated accordingly in proportion to said occupancy.

ARTICLE XV
DEFAULT AND TERMINATION

A. Termination by Skydive: This Agreement shall be subject to termination by Skydive in the event of anyone or more of the following events:

1. The abandonment of the Airport as an airport or airfield for the type of activity specified under this Agreement.

2. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of Skydive's business.

3. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the Airport or any substantial part or parts thereof, in such a manner as to restrict substantially Skydive from conducting business operations for a period in excess of ninety (90) days.

B. Termination by the City and/or Air-Cadia: This Agreement shall be subject to termination by the City and/or Air-Cadia in the event of any one or more of the following events:

1. The default by Lessee in the performance of any of the terms, covenants, or conditions of this Agreement, including rental or fee payments, and the failure of Skydive to remedy, or undertake to remedy, to the City's or Air-Cadia's satisfaction, such default for a period of thirty (30) days after receipt of notice from the City or Air-Cadia to remedy the same.

2. Skydive files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Skydive and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

3. An assignment of this Lease, without prior written consent of Air-Cadia and/or the City. In this provision, an assignment or transfer of this Lease shall include any and all interest which one may have or claim in this Lease.

C. Exercise: Exercise of the rights of termination set forth in Paragraphs A and B, above, shall be by written notice to the other party.

D. Removal of Property: Upon termination of this Agreement for any reason, Skydive, at its sole expense, shall remove from the Premises all signs, trade fixtures, furnishings, personal property, equipment, and materials which Skydive was permitted to install or maintain

under the rights granted herein, excluding buildings, hangars, sheds, or structures of any kind. If Skydive shall fail to do so within thirty (30) days, then Air-Cadia and the City may effect such removal or restoration at Skydive's expense, and Skydive agrees to reimburse the City and/or Air-cadia for such expenses promptly upon receipt of a proper invoice thereof.

E. Cause of Breach; Waiver:

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Skydive to pay fees, rents, or other charges to Air-Cadia and the City.

2. The waiver, or delay in enforcement, of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation, or default in or with respect to the same or any other covenant or condition thereof. Any waiver by Air-Cadia or the City must be obtained in writing by Skydive.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

A. 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.

B. Severability: If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. Attorney Fees: In the event either party is forced to retain or employ an attorney for enforcement or collection, the non-prevailing party shall pay all costs thereof, including all reasonable attorneys' fees.

D. Notices: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

To the City: City of Arcadia
Attn: Airport Director
23 N. Polk Ave.
Arcadia, FL 34266

To Air-Cadia: Air-Cadia, Inc.
Attn: W. Minnear, President
2268 SE. A.C. Polk Jr. Dr.
Arcadia, FL 34266

To Lessee: Skydive Maryland Inc.
Attn: Lance Linton
Ridgely Airpark
24038 Race Track Road Suite 3
Ridgely, MD 21660

E. Headings: The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

F. Governing Law: This Agreement is to be construed in accordance with the laws of the State of Florida.

G. Venue: The parties herein stipulate that any litigation arising out of the terms of this Agreement shall be held in the Twelfth Judicial Circuit in and for DeSoto County, Florida.

H. Successors and Assigns: All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

CITY OF ARCADIA, FLORIDA,
a municipal corporation created and existing under the laws of the State of Florida

ATTEST:

By: _____
Dana Williams, City Recorder

By: _____
Robert Heine, Mayor

APPROVED AS TO FORM:

By: _____
William S. Galvano, City Attorney

AIR-CADIA, INC., a Florida corporation

By: _____
William Minnear, President

WITNESSES:

_____ _____
Name: _____ Name: _____

STATE OF FLORIDA
COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by WILLIAM MINNEAR, as President of Air-Cadia, Inc., a Florida corporation. He is personally known to me or produced _____ as identification, and he did not take an oath.

_____
Notary Public
Print Name: _____

(Seal)

SKYDIVE MARYLAND, INC., a Maryland corporation

By: _____
Lance Linton, President

WITNESSES:

_____
Name: _____

_____
Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by LANCE LINTON, as President of Skydive Maryland, Inc., a Maryland corporation. He is personally known to me or produced _____ as identification, and he did not take an oath.

_____
Notary Public, State of Florida
Print Name: _____

(Seal)

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CITY OF ARCADIA / DESOTO COUNTY AGREEMENT FOR TREATMENT AND DISPOSAL OF LEACHATE WATER

THIS AGREEMENT entered into this _____ day of _____, 2011, between the CITY OF ARCADIA, a Municipal Corporation of the State of Florida, hereinafter referred to as "CITY", and the DESOTO COUNTY through the DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

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

Section 1. USE OF CITY WASTEWATER FACILITIES. The CITY hereby agrees, subject to the provisions of this agreement, to accept leachate from the Desoto County Sanitary Landfill at the CITY's wastewater treatment facilities located at 223 South Parker Avenue, Arcadia, Florida. The service to be performed and the terms of this contract are subject to the rules and regulations of the Florida Department of Environmental Protection and the Federal Environmental Protection Agency and any other governmental agency having authority over the Desoto County Sanitary Landfill and the City of Arcadia wastewater treatment plant.

1.1. COUNTY shall notify the CITY wastewater treatment facility operator(s) at least 24 hours in advance that the COUNTY intends to dispose of leachate into the treatment system. The notice shall include an estimated quantity and proposed placement schedule.

1.2. COUNTY shall provide for transporting the leachate water to CITY's wastewater treatment facilities. Leachate may only be discharged into the CITY treatment works at locations directed by the CITY. The COUNTY shall provide and dedicate the appropriate pumping facilities to transport the leachate from the COUNTY's truck into the CITY's wastewater treatment plant.

1.3. CITY may at any time restrict or refuse the delivery of leachate water from COUNTY, or require pretreatment in the event test results indicate or CITY reasonably believes the leachate water contains contaminants which could prove detrimental to the operational efficiency and or Federal or State permitting requirements of CITY's treatment works.

1.4. CITY may at any time restrict or refuse the delivery of leachate water from COUNTY if CITY reasonably believes it is unable to adequately treat leachate in accordance with the CITY's Federal and State wastewater treatment facility operating permits.

1.5. Strength of leachate shall be no greater than normal wastewater in which the average concentration of suspended solids and BOD is not more than 250 mg/1, total phosphorus is not more than 15 mg/1, total Kjeldahl nitrogen is not more than 30 mg/1.

1.6. Periodic testing and sampling of leachate may be made by CITY at time of placement into the wastewater system and at the landfill.

1.7. COUNTY shall perform and provide test results to CITY on a weekly and monthly basis for the parameters indicated on Attachment "A". COUNTY may substitute the annual State Landfill operating permit sampling parameters for the quarterly sampling requirements indicated on Attachment "A". COUNTY shall provide CITY with copies of all test results made during the contract period required by COUNTY's State landfill operating permit. Additional samples, monitoring points, and parameters may be required based upon analysis.

1.8. CITY will waive testing requirement, as shown on Attachment "A", commensurate with other services or consideration given to the CITY by the COUNTY. This waiver will not cause a violation of the Florida Department of Environmental Protection permits held by the CITY for their wastewater treatment facilities or waive the permit conditions therein.

1.9. The provisions of City of Arcadia Sewer Use Ordinance No. 823 shall govern if not otherwise provided in this agreement.

Section 2. COMPENSATION. COUNTY agrees to compensate CITY for the treatment of landfill leachate including but not limited to:

2.1. Analysis of leachate and sludge necessary for CITY to comply with Federal and State wastewater treatment operating permits.

2.2. Treatment fees as adopted from time to time by CITY for normal wastewater. Current rate is $.00530 per gallon payable upon billing.

Section 3. TERMINATION. The CITY or the COUNTY may terminate this agreement upon any of the following:

3.1 Mutual consent of the parties.

3.2. Expiration of State Department of Environmental Protection Operation Permit for the Landfill.

3.3. Expiration of State Department of Environmental Protection Operation Permit for the wastewater treatment plant.

3.4. Convenience of either party.

Section 4. DURATION. This agreement shall become effective _____ _____ and remain in full force and effect until terminated as per Section 3.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

CITY OF ARCADIA

ATTEST:

_____

LAWRENCE A. MILLER, PhD
City Administrator

_____

ROBERT HEINE
Mayor

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

ATTEST:

_____

JAN B. BREWER
County Administrator

_____

RONALD P. NEADS
Chairman

ATTEST:

_____

DANA WILLIAMS
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____

WILLIAM GALVANO
City Attorney

_____

DONALD D. CONN
County Attorney

ATTACHMENT "A"

CITY OF ARCADIA AND DESOTO COUNTY
LEACHATE AGREEMENT

The following analysis and reporting requirements shall be required during any period specified when leachate is being accepted at the CITY wastewater treatment works. Leachate samples shall be taken at locations specified.

WEEKLY (leachate). Location: Delivery vehicle.

BOD	DO	TSS
TKN	NR_4	

MONTHLY (leachate and sludge). Location: Prior to landfill lift station pump.

Arsenic	Lead
Cadmium	Mercury
Chromium	Molybdenum
Copper	Nickel
Selenium	Zinc
Silver	

QUARTERLY (leachate). Location: Same as monthly.

CONVENTIONAL PARAMETERS (mg/l unless noted)

Conductivity (umho/cm)	Iron
Total Organic Carbon	Manganese
Nitrite Nitrogen	Nickel
Nitrate Nitrogen	Strontium
Sulfate	Cyanide
Sulfide	Dissolved Oxygen
Chlorides	Fluoride
Total Phosphorous	Total Nitrogen
Oxidation-Reduction Potential (Mv)	Organic Nitrogen
Sodium	Phosphates
Potassium	Aluminum
Calcium	Boron
Magnesium	Antimony
Silver	Bromine
Elemental Phosphorus	Bromates
Barium	Aluminum Oxide

VOLATILE ORGANIC COMPOUNDS (mg/l unless noted)

Benzene
Toluene
Etaylbenzene
M.P. Xylene
O-Xylene
Total Xylene
Total BTEX
2-Ethyltoluene
3/4 Ethyltoluene
Total Toluene
1,3,5 Trimethylbenzene
1,2,4 Trimethylbenzene
1,2,3 Trimethylbenzene
Total Trimethylbenzene
Vinyl Chloride
1,1-Dichloroethane
Trans-1,2-Dichloroethene
Carbon Tetrachloride
Trichloroethene
Perchloroethene
N-Propylbenzene
Isopropylbenzene
2-Propanol
Tetrahydrofuran
Chlorobenzene
1,4-Dichlorobenzene
1,1,1,-Trichloroethane

Phenolic Compounds: 17-302.510

Chlorinated Phenols
Trichlorophenols
Chlorinated Cresols
2-Chlorophenol
2,4-Dichlorophenol
Pentachlorophenol
2,4-Dinitrophenol
Phenol
Polychlorinated Biphenyl's

PESTICIDES: 17-302.550

Aldrin
Dieldrin
Chlordane
DDT
Demeton
Endosulfan
Endrin
Guthion
Heptachlor
Lindane
Malathion
Methoxychlor
Mirex
Parathion

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INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF ARCADIA

AND

DESOTO COUNTY

FOR

LOCAL AGENCY PROGRAM PROJECTS

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

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 is currently certified to participate in the Local Agency Program ("LAP"); and

WHEREAS, LAP is the means by which the Florida Department of Transportation ("FDOT") administers federal funds to the County; and

WHEREAS, through its LAP participation, the County has received funding to construct sidewalks and other public projects which provide a benefit to residents of not only the County but also the City; and

WHEREAS, among those receiving a benefit from LAP projects are school children who are able to use the sidewalks constructed by the County with LAP funding to go to and from school more safely; and

WHEREAS, the County has determined that the cost of maintaining LAP projects jeopardizes its continued participation in the Program, which would make further construction of sidewalks less likely; 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 will 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.

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 Council and the County Board of County Commissioners find and declare that it is in the public's best interest to continue and expand the County's participation in LAP in order to continue the construction of sidewalks and other public projects which provide a benefit to both City and County residents, but recognize that in order for the County to continue its LAP participation, the City must commit to maintain those projects that are located with the City's limits.

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

a) The continued LAP participation of the County for construction of sidewalks and other public projects; and

b) The maintenance by the City of those sidewalks and other public projects constructed with LAP funding which are located within the City's limits; and

c) The maintenance by the County of those sidewalks and other public projects constructed with LAP funding which are located outside of the City's limits; and

d) Fostering increased cooperation between the City and County through the implementation of this Agreement.

ARTICLE 2

RESPONSIBILITIES

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, as listed on Exhibit "A" hereof, 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 identified on Exhibit "A". The City agrees to be responsible for compliance with all maintenance requirements of LAP funding agreements for those LAP projects identified on Exhibit "A", 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.

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 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.

Section 2.4 – PRIORITY PROJECTS. The County agrees that projects identified by the City as priorities shall be given priority by the County in applying for LAP funding.

Section 2.5 – SHARED RESPONSIBILITIES. The County shall be responsible for submission of LAP funding applications, administration of LAP funds, for all project construction, and for maintenance of LAP projects which are not located within the City's limits. The City shall be responsible for maintenance of LAP projects located within the City's limits.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1 – INITIAL TERM. This Agreement shall remain in full force and effect for five (5) years commencing on the Effective Date defined in Section 6.1 hereof, 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 Clerk of the Circuit Court, in and for DeSoto County, 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 3.2 – 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 sixty (60) days before its expiration date.

ARTICLE 4

NOTICES

Section 4.1 – REQUIREMENTS. All notices required hereunder shall be deemed properly delivered when and if personally delivered, sent by (a) telegram, (b) telecopy, (c) Federal Express (or a comparable express delivery system), or (d) mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties as set forth below (notices being deemed given when so deposited in the U.S. Mail):

4.1.1 City Administrator
City of Arcadia
121 W. Hickory Street
Arcadia, Florida 34266

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

Section 4.2 – 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 5

TERMINATION

Section 5.1 - 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 terminate this Agreement and seek whatever judicial relief which may be available, including damages and specific performance.

Section 5.2 - CONVENIENCE. The Parties agree that either Party may terminate this Agreement, with sixty (60) days notice for convenience and without cause, and in such instance the non-terminating Party may seek whatever judicial relief may be available, including damages and specific performance.

ARTICLE 6

MISCELLANEOUS

Section 6.1 –EFFECTIVE DATE. This Agreement shall take effect upon filing a fully executed copy with the Clerk of the Circuit Court of DeSoto County.

Section 6.2 – 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 6.3 – 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 6.4 – 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 6.5 – 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 disputed arising from this Agreement shall be DeSoto County, Florida.

Section 6.6 – 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 6.7 – BINDING ON SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

Section 6.8 – 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 6.9 – 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 6.10 – TIME. Time is of the essence of this Agreement.

Section 6.11 - 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.

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:_____
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

EXHIBIT A

(List of LAP Projects in the City Limits on the Effective Date)

TO COME

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MEMORANDUM

TO: City Council

FROM: Dana Williams, City Recorder

DATE: April 13, 2011

SUBJ: Sign code amendment – Ordinance 965

The Planning and Zoning Board met on Tuesday, April 12, 2011, to consider Ordinance 965, an amendment to the Sign Code. As you are aware, a component of their advisory role is to make a recommendation to Council in favor of adoption, rejection, or amendment to the ordinances and related matters coming before them.

The Board verbally acknowledged that eventually LED or digital signs in Arcadia would occur, however they also expressed the need for the City to have some control over the regulation of those signs. Specifically cited as concerns were:

- The distance separation allowed between signs
- The size of allowable [LED/digital] displays
- The frequency with which the message can change
- The proposed twelve foot (12') height allowance
- Design components
- Precluding LED/digital signs within the Historical District

With respect to Ordinance 965, the Board made the following motion, which was unanimously approved:

> "Request Council table the item at their next meeting to provide time for the P&Z Board to scrutinize the ordinance more thoroughly, to have the City Attorney present at the next (specially called) meeting, to be provided with a copy of the current sign ordinance of the City and that of similar size/style cities such as Punta Gorda, Mount Dora, and Eustis."

The Planning and Zoning Board sitting as the Board of Adjustment will convene a special meeting on Monday, April 25th at 4:00 PM. Should the Council accept the recommendation to table Ordinance 965, they have agreed to convene also as the P&Z Board for further work on the proposed sign code amendment.

cc: Planning & Zoning Board members

ORDINANCE NO. 965

AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA, A MUNICIPAL CORPORATION, REGARDING SIGNS; AMENDING CHAPTER 6, ARTICLE III, OF THE ARCADIA MUNICIPAL CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Arcadia, on behalf of its citizens, desires to modify the regulation of signs within the City.

NOW, THEREFORE, be it ordained by the City Council of the City of Arcadia:

Section 1. Amendment of City Code. Article III of Chapter 6 of the Arcadia Municipal Code is hereby amended as follows (proposed additions are underlined; proposed deletions are ~~struck through~~):

ARTICLE III. SIGNS

Sec. 6-56. Definitions.

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

...

Automatic computerized message sign means any sign or portion of a sign that uses changing lights to form a sign message or messages in text form wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes.

...

Sec. 6-59. Prohibited signs.

The following signs are expressly prohibited unless otherwise exempted or expressly authorized:

...

(d) Signs with visible moving, revolving, or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means, except for governmental traffic devices and signs and except automatic computerized message signs.

...

(f) Signs with lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color, to include animated signs and

automatic changeable message devices except automatic computerized message signs ~~for signs of this type that provide time and temperature only~~.

. . .

Sec. 6-68. Additional Standards.

. . .

(b) Automatic Computerized Message Signs. Computerized signs with an animated display, running copy, or automated changing copy may be approved using the same process as any other signs with the following additional standards:

(1) Such signs are only allowable on major thoroughfares within the City of Arcadia.

(2) Such signs must conform to all State of Florida Department of Transportation rules and regulations for such signs.

(3) No such sign shall be constructed within 50 feet of any residential district or dwelling.

(4) Such signs shall perform in a steady, non-fluctuating, non-undulating manner. Strobe lights and flashing lights are prohibited.

(5) Such signs shall be limited to a maximum area of sixteen (16) square feet and a maximum height of twelve (12) feet.

(6) No more than one (1) such sign shall be permitted on any parcel of land, and any parcel where such a sign is to be located shall have a minimum road frontage of one hundred (100) feet on the roadway where the sign is to be located.

Section 2. Effective Date. This Ordinance shall take effect immediately when passed upon second reading.

PASSED this _____day of _____ 2011.

By: _____

Robert Heine, Mayor

ATTEST:

_____

Dana L.S. Williams, CMC, City Recorder

Approved as to Form:

_____

William S. Galvano, City Attorney

1st Reading: 3/15/11
2nd Reading:

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No report provided

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No report provided

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DeSoto County Volunteer Fire & Rescue

1985 SE Carlstrom Field Road Arcadia, Fl 34266

Jason R. Story
President

Jeff Camp
Vice President

Jordan Deriso
Treasurer

John Twohig
Chaplain

Dear Dr. Miller:

It is with great pleasure that I am writing this letter today on behalf of this department and its members. I Jason R. Story have recently been voted the President of DeSoto County Volunteer Fire & Rescue. Being new to this position, I have ideas and goals in mind to take this department to a new level in order to serve the residence of DeSoto County as well as enhance the emergency operations of DeSoto County Fire Rescue. As you may or may not know, we as a volunteer department are working under and in cooperation with the career department, DeSoto County Fire Rescue. At the current time, the career department is undergoing changes with their fire stations. With this comes limited room to operate mainly due to the condition of station one on Carlstrom Field road. As of now we are occupying one of the rooms in that station to store our inventory and conduct meetings, however, the declining condition of the building is a health concern. Though this is not the only reason, I and the members feel that is not within our best interest to continue to occupy the room or the station for our monthly meetings and training.

I have recently had the chance to tour city fire station two located at the intersection of 10th and Cypress Street. I could not help but think how we as a department could utilize the building and the grounds for meetings and training. I as the President and on behalf of this department am requesting that we be granted permission to utilize this building and its grounds to run our volunteer operation. I would love for the community to again see this station being active and for children to stop and watch firefighters training on the grounds. I believe this would not only boost the morale of the neighborhoods that our close, but as well as our department and the men and women that are a part of it.

If I and my officers can be of any assistance with questions and/or concerns as well as terms and conditions, please feel free to contact me. I and this department thank you for all that you will be able to do.

Thank you,

Jason R. Story
President
DeSoto County Volunteer Fire & Rescue
863.990.5425
dcvfr703@gmail.com

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CITY OF ARCADIA POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT PENSION BOARD
PO BOX 351
ARCADIA, FL 34265

April 12, 2011

Jorge Santana, Finance Director City of Arcadia
PO Box 1000
Arcadia, FL 34265

Re: City of Arcadia Police Officers' and Firefighters' Retirement System

Dear Jorge:

At the recommendation of the attorney for the Board of Trustees, the Board requested bids for and has now purchased a fiduciary insurance policy which will cover the pension plan for losses incurred as a result of fiduciary risks set forth in the policy. This policy does not duplicate and is in addition to coverage afforded by other policies currently in effect for the City of Arcadia.

The insurance policy covers not only the pension fund itself but also the individual trustees while acting in their fiduciary capacity. In order to protect the personal assets of the individual trustees, it is necessary to spend an additional $131.00 so that the insurance company will "waive recourse" against the individual trustees. This means that if the pension fund should suffer a loss as a result of decisions or acts of one or more of the trustees which result in a loss to the pension fund, which loss is paid by the insurance company, the insurance company, by payment of this additional $131.00 premium, agrees not to recover the loss by suing the individual trustees for their act or decision. If this additional coverage is not purchased, the personal assets of each individual trustee of the pension plan could be subject to a judgment which might be sought by the insurance company if the waiver of recourse is not purchased.

Legally, the $131.00 premium for the waiver of recourse against the individual trustees cannot be paid directly out of the pension plan funds. The premium can only be paid by the employer (City of Arcadia), or the individual trustees themselves. Since trustees of the pension board act without compensation as a service to the community, it appears inappropriate to require the individual trustees to each pay $26.20 in order to protect their personal assets from potential claims resulting from their voluntary service on the pension board. The Board has paid the additional $131.00, at this time, to avoid a lapse in the policy. However, for legal reasons given, the Board would like to ask the City of Arcadia to agree to pay the $131.00 premium for the waiver of recourse. Assuming that you agree we would ask that the City's check in the amount of $131.00 be made payable to the City of Arcadia Police Officers' and Firefighters' Retirement System and show that the check is for reimbursement for waiver of recourse coverage on the fiduciary liability insurance policy.

Should you have any questions regarding this matter, please feel free to contact me or one of the Board's attorneys, Scott Christiansen or Lee Dehner at 941-377-2200.

Sincerely,

Shelly Baumann

Shelly Baumann
Plan Administrator

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