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

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

## 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.

## DISCUSSION ITEMS

8. Adult Athletic Program Contract between the City of Arcadia and DeSoto County Adult Athletic Association
9. Request by *The Arcadian* to place a congratulatory ad to the 2011 DeSoto County High School graduating class
10. Update on status of Water Treatment Plant and request for authorization to proceed with construction services. (Julie Karleskint and Dan Schmidt/Hazen & Sawyer)
11. Appointment of a Board of Adjustment
12. Award of RFP for Banking Services for the operating bank account to Seacoast National Bank
13. Approval of the general contracts for the four top airport consulting services Finalists
14. Lease and business agreement with Skydive Maryland, Inc.
15. Request by Eugene Hickson Sr. to rename Orange Avenue between Gibson and MLK to be named in his honor

## COMMENTS FROM DEPARTMENTS

16. City Marshal

17. Attorney
    a) Update on Rupp lawsuit

18. Administrator

## PUBLIC (PLEASE LIMIT PRESENTATION 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**

# MINUTES
# CITY COUNCIL WORKSHOP
# CITY OF ARCADIA
# TUESDAY, MARCH 15, 2011
# 5:00 PM

## CALL TO ORDER

The workshop session was called to order at approximately 5:00 PM with the following members and staff present:

**Arcadia City Council**

Mayor Robert Heine
Deputy Mayor Keith Keene
Councilmember Sharon Goodman (entered late)
Councilmember Martha Craven

**Arcadia City Staff**

City Administrator Lawrence Miller
City Recorder Dana Williams
City Attorney William Galvano

## 1. WORKSHOP ON PROPOSED CHANGES TO THE PERSONNEL MANUAL

The City Administrator stated that the City Recorder had been working on changes to the Personnel Manual which would allow running the operations of the City in a more succinct manner. He added he hoped the Council had taken the opportunity to review the proposed changes and that this workshop would provide an opportunity to receive their feedback so that the document could be finalized.

The Deputy Mayor thanked the Administrator and Recorder for their efforts and suggested that Council begin page by page with any comments or recommendations for the questions posed or clarification requested at each of the "pondering" icons.

The City Recorder clarified that edits made prior to or between those items to be discussed were acceptable to the Council. It was the consensus of the Council that was the case.

Following is a summary of the changes discussed and decided on for implementation:

- Page 8 Section 4.30 – Benefits should begin when an employee becomes full time (budgeted) and not to be retroactive back to the actual begin date.
- Page 10 Section 5.11 – It is acceptable to remove the need for Council approval of departmental rules and regulations.
- Page 12 Section 5.40 - should be worded as "and reimbursable at the prevailing CONUS rate as amended."
- Page 12 Section 5.70 – Leave request forms, properly executed for paid and unpaid leave time, must be "submitted a minimum of five working days in advance of the leave date or as otherwise approved by the department head."

- Page 15 Section 6.41 The second sentence "Personal use of telephones for non-emergency calls is prohibited" is to be deleted.
- Page 25 Section 8.10 The Council directed the paragraph to remain consistent but to amend it as proposed.
- Page 34 Section 13.40 will include a clause that states it is at the decision/discretion of the department head.
- Page 39 Sections 16.20 will be amended to read: "full-time, budgeted employees are eligible to enroll in the City's group program which is through a third party. Employees must be employed for a period of one year with continuous service. In addition, employees must be 19 but not yet 65 years old on the first day of January of the year following enrollment eligibility."
- Page 39 Section 16.60 will be researched further with the pension carrier prior to any changes.
- Page 40 Section 16.70 The retirement plan is to be further researched to determine whether the employee's contribution is the only reimbursement to which an employee is entitled.
- Page 40 – The vesting schedule was agreed to be reduced to a maximum of six years with a pro-rated schedule for years two through five.
- Page 42 Section 17.93 The exclusion for outside employment should remain as is with no changes in the policy at this time.
- Page 43 Section 17.94 It was the decision of the council that sick leave is not owned by the employee and that the policy should remain as written.

Being time for the next scheduled meeting, the workshop was adjourned at 6:00 PM and will be continued at another date/time to be determined.

**APPROVED THIS 5th DAY OF APRIL 2011.**

By:

_____

Robert W. Heine, Mayor

ATTEST:

_____

Dana L.S. Williams, CMC, City Recorder

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# MINUTES
# CITY COUNCIL
# CITY OF ARCADIA
# TUESDAY, MARCH 15, 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 Martha Craven
Councilmember Sharon Goodman

Arcadia City Staff

City Administrator Lawrence Miller
City Attorney William Galvano
City Recorder Dana Williams

Councilmember Goodman gave the invocation, which was followed by the Pledge of Allegiance and roll call. The Mayor announced that Dr. Johnson's absence was pre-arranged and that he was out of town.

## SPECIAL PRESENTATIONS

1. EMPLOYEE OF THE MONTH – CAROL JONES

The Mayor announced Carol Jones of the Administrative Office had been named employee of the month for March and presented her with a plaque commemorating the honor along with the thanks of the City for all her efforts.

## CONSENT AGENDA

2. MINUTES OF THE FEBRUARY 1, 2011 REGULAR MEETING
3. MINUTES OF THE MARCH 1, 2011 REGULAR MEETING
4. CHECK WARRANT FROM FEBRUARY 18 – MARCH 10, 2011
5. MOBILE HOME PARK REPORT – FEBRUARY 2011
6. AIR-CADIA FLOWAGE AND HANGER RENT REPORT FOR FEBRUARY 2011

**On motion of Councilmember Goodman and seconded by Deputy Mayor Keene, the Council voted unanimously, 4-0, to approve items #2 through #6 of the Consent Agenda printed above.**

## DISCUSSION ITEMS

7. BANQUET ROOM RENTAL AGREEMENT

The City Administrator spoke to this item, saying it had come before the Council in January for feedback and that since then, had been reviewed and approved by the City Attorney for legal sufficiency.

Councilmember Craven asked about the issue of serving alcohol and the requirement for security. Deputy Mayor Keene recalled that no outside alcohol could be brought in, but that the City would control beer and wine sales.

**On motion of Deputy Mayor Keene with a second by Councilmember Goodman, the Council voted unanimously, 4-0, to approve the Banquet Room Rental Agreement and fees as presented.**

8. CONSIDERATION OF THE COMPREHENSIVE PLAN UPDATE (EAR BASED AMENDMENTS)

Ms. Jennifer Codo-Salisbury of the Central Florida Regional Planning Council gave a PowerPoint presentation on the amendment schedule of the Comprehensive Plan Update and EAR amendments. She briefly covered the purpose of the EAR amendments, overview of the proposed future land use changes, changes to the adopted plan element by element, the requirement for public input and the next steps for action in review and approval by the DCA.

The Mayor opened a public hearing to receive comments from the audience. Mr. Ernest Hewett asked several questions regarding urban sprawl, mapping properties which receive city services of sewer and water; and those with a potential or pre-annexation agreement. Ms. Codo-Salisbury responded to each question according to the requirements as set forth. Hearing no others come forward, the Mayor closed the public hearing portion.

The Deputy Mayor complimented Ms. Codo-Salisbury and the CFRPC on making the EAR amendments a reality, adding he had attended some of the fall meetings during which there were several informative discussions on the various components.

**On motion of Deputy Mayor Keene with a second by Councilmember Goodman, the Council voted unanimously, 4-0, to approve the EAR based amendments as presented and transmit them to the Department of Community Affairs for review.**

9. ARCADIA MUNICIPAL MOBILE HOME PARK

The Assistant City Administrator spoke to the Council about the analysis of the vacant and converted mobile home lots within the Mobile Home Park; and the possibility of converting the 9 larger lots on the south side of the park from RV to mobile home as depicted in the agenda report. She continued that if the council wished to change the intent from recreational vehicle to mobile home, the park's prospectus will need to be amended and submitted to the Department of Business and Professional Regulations, at no cost other than staff and legal counsel time to prepare and review. The Assistant City Administrator also pointed out that once those lots are filled by mobile homes an increase in gross revenue of $18,468 would be realized less average utility costs for a net amount of $11,757.

**On motion of Deputy Mayor Keene with a second by Councilmember Goodman, the Council voted unanimously, 4-0, to approve the conversion of the 9 larger RV lots on the south side of the mobile home park back into mobile home lots and amend the prospectus accordingly.**

10. REQUEST TO USE SMITH-BROWN GYM AND WAIVER OF RENTAL FEES FOR SPECIAL EVENTS MARCH 21-25 AND MARCH 26, 2011 BY THE DESOTO CO. HOMELESS COALITION

Ms. Valerie Gilchrist, President of the DeSoto County Homeless Coalition covered her request for a special event permit for the Spring Break Camp to be held at the Smith-Brown Gym March 21 -25, 2011 and the Talent Show/Social to be held Saturday, March 26, 2011. She briefly covered the numerous planned activities to be held throughout each day and requested equipment rental of tables and chairs with the rental fee to be waived. Ms. Gilchrist also noted that mark Stewart of Stewart Construction had donated much of the food to be served that week.

**Councilmember Goodman** expressed her excited about the program and commended Ms. Gilchrist and the Coalition on their efforts. She then **made a motion to approve the Spring Break Camp and Talent Show/Social to be held March 21 - 26, 2011 including a fee waiver for the table & chair rental. Deputy Mayor Keene provided a second to the motion, which passed unanimously, 4-0, upon voice vote of the Council.**

RESOLUTIONS

11. RESOLUTION 2011-04, AMENDING THE CDBG TRANSITION PLAN

The Assistant City Administrator reported the ADA doors at the Golf Course were in need of repair and that according to the CDBG Administrator, if there were remaining funds at the end of the housing rehabs, this repair could be paid for through that grant. She estimated the cost of repair at $8,000.

The City Recorder read Resolution 2011-04 by title. **On motion of Deputy Mayor Keene with a second by Councilmember Craven, the Council voted unanimously, 4-0, to approve Resolution 2011-04 at it appears below.**

RESOLUTION NO 2011-04

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TRANSITION PLAN, AS PREVIOUSLY ADOPTED IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS AND PROJECTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*WHEREAS*, The City of Arcadia finds it in the best interests of the community to participate in the Community Development Block Grant (CDBG) program as a way to provide improvements needed for the benefit of everyone in the community; and

*WHEREAS*, the adoption of certain plans and policies are required for eligibility for CDBG funding;

*WHEREAS*, Resolution 2010-11, approved on October 19, 2010 was done for

that purpose; and

*WHEREAS,* from time to time during the course of business, modifications to the components of the plan are found to be needed; and

*WHEREAS,* the City Council desire to modify the Transition Plan as set forth herein.

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

1. The Transition Plan for Section 504 Compliance, as adopted October 19, 2010 is hereby amended as noted in "Attachment A."

2. This Resolution shall take effect immediately upon its passage.

*PASSED AND ADOPTED* this 15TH day of MARCH 2011

By: /s/
Robert W. Heine, Mayor

ATTEST:
/s/ Dana L.S. Williams, CMC
City Recorder

Approved as to form and correctness:
/s/ William S. Galvano, City Attorney

**"Attachment A"**

**TRANSITION PLAN**
**FOR SECTION 504 COMPLIANCE**

| Facility | Modifications Needed | Currently In Compliance? Yes or No | Target Date for Compliance |
|---|---|---|---|
| Margaret Way Building | | Yes | N/A |
| Speer Center | 1) Front entry doors to be automated<br>2) Repairs needed to handicap ramp | No | 6/30/11 |
| Water Treatment Plant | None | Yes | N/A |
| Wastewater Treatment Plant | None | Yes | N/A |
| Airport | None | Yes | N/A |
| Garage | None | Yes | N/A |
| Golf Course | Maintenance of frame and hinges required to maintain compliance | Yes | 6/30/2011 |
| MHP Building | None | Yes | N/A |

| | | | |
|---|---|---|---|
| Smith Brown Gym | None | Yes | N/A |
| Fire Station #2 | None | Yes | N/A |
| Chamber of Commerce | None | Yes | N/A |

Ms. Candy Brooks, Guardian CRM, discussed a recent letter received from the DCA regarding the timeline on the existing projects. The City Administrator added that the letter to which Ms. Brooks was referring had been received by him with a copy to the Mayor making the City aware the DCA did not believe Arcadia could make the proposed deadline on their projects. He also stated that of the 10 homes slated for rehab, six had been awarded to various contractors and three have issues with the SHIP funding. Ms. Brooks added the project lost one applicant as of today, but that four have signed the contract for the demo/reconstruction with another expected to be signed on Friday. She continued there was some difficulty in finding applicants who qualify for the more stringent SHIP funds, as they were not used as leverage. She went on to say there may be a slight shift in focus but all indications are to have the remaining contracts completed within the next 30 days.

Ms. Brooks also stated that currently the city's housing assistance plan only allows for $30,000 per home and that while many of the projects in the grant program are going to be demolition and reconstruction rather than rehabbed, she would be asking for an allowance by the Council to spend more than $30,000 per home. In addition, there is only $50,000 allotted for temporary relocation during the construction, so four of the applicants may be asked to handle the relocation costs on their own. Ms. Brooks stated that although they will try to utilize SHIP funding if possible, it is not feasible to lose $700,000 so that $200,000 can be used.

**Deputy Mayor Keene made a motion to increase the ceiling on CDBG funds from $30,000 per home not to exceed $65,000 per home if the SHIP funds are not available. Councilmember Goodman provided a second to the motion, which passed unanimously, 4-0, upon voice vote of the Council.**

ORDINANCES

12. PUBLIC HEARING AND SECOND READING OF ORDINANCE 964 RELATED TO NUISANCES

The City Recorder read Ordinance 964 by title. The Mayor opened a public hearing to receive comments, but with no one coming forward to speak, he closed the public hearing and turned the matter over to Council for their consideration.

**On motion of Councilmember Goodman, with a second by Deputy Mayor Keene, the Council voted unanimously, 4-0, to adopt Ordinance 964 on second reading.** The Ordinance in its entirety reads as follows:

ORDINANCE NO. 964

AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA, A

MUNICIPAL CORPORATION, RELATED TO NUISANCES; AMENDING AND RESTATING ARTICLE IV OF CHAPTER 50 OF THE CODE OF ORDINANCES, CITY OF ARCADIA, FLORIDA; PROVIDING FOR THE REGULATION OF NUISANCES WITHIN THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ARCADIA, FLORIDA, HEREBY ORDAINS as follows:

Section 1. Amendment of the Code of Ordinances. The Code of Ordinances of the City of Arcadia, Florida, is amended to amend and restate in its entirety Article IV of Chapter 50 (Environment) to read as follows:

**Article IV. NUISANCES**

**Sec. 50-101. Definition, enumeration of unlawful conditions or acts.**

Every condition, substance, or activity within the city which exists or occurs in such manner and to such extent as to threaten or endanger the public health, safety, or welfare, or adversely affect and impair the economic welfare of adjacent property, is hereby declared to be a nuisance. Without in any way limiting the foregoing definition, the following conditions, substances, and activities are hereby specifically declared to be a nuisance within the intent and meaning of this section:

(a) Low places upon any lot, tract or parcel of land, improved or unimproved, within one hundred (100) feet of the boundary line of any improved property within the city to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become a breeding place for mosquitoes, or may reasonably cause disease, or otherwise threatens or endangers the public health, safety or welfare, or is likely to adversely affect and impair the economic welfare of adjacent property.

(b) The accumulation or maintenance of trash, filth, rubbish, garbage, dead animals or fish, improperly treated sewage or other materials in such manner and to the extent as to cause infestation by rodents and other wild animals, the breeding of mosquitoes and vermin, or that threatens or endangers the public health, safety or welfare, or is likely to adversely affect and impair the economic welfare of adjacent property.

(c) The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead or living plant life upon any body of water, lot, tract or parcel of land, improved or unimproved, within one hundred (100) feet of the boundary line of any improved property within the city to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or is likely to adversely affect and impair the economic welfare of adjacent property.

(d) Partition fences, buildings or other structures which have fallen into such a poor state of repair to the extent and in the manner that they may reasonably become infested or inhabited by rodents, vermin or wild animals, or may threaten or endanger the public health, safety or welfare, or is likely to adversely affect and

impair the economic welfare of adjacent property.

(e) The unauthorized accumulation or maintenance of lumber, stone, concrete, sand or any other building or construction material on a lot, tract or parcel when construction activity is not actively taking place on the property, in such manner and to the extent as to threaten or endanger the public health, safety or welfare.

(f) Landscaping or other obstacles located in or protruding into a public right of way so as to create a traffic or pedestrian hazard, or otherwise threaten or endanger the public health, safety and welfare.

(g) Any foul, offensive or unlawful emissions, odors or stenches and the causes thereof which threatens or endangers the public health, safety and welfare, or which is likely to adversely affect and impair the economic welfare of adjacent properties.

(h) The pollution of any well, water body or drainage system by sewage, dead animals, industrial waste, debris or any other substance so as to threaten or endanger the public health, safety and welfare.

(*i*) The partial or total blockage of any drainage inlets, outfalls, pipes, ditches, swales, canals, channels, culverts or streams so as to threaten or endanger the public health, safety and welfare.

(j) Tampering or interference with any public facilities maintained for the purpose of furnishing sewer, potable water, reclaimed water or telecommunication services to the public, so as to threaten or endanger the public health, safety and welfare.

(k) Any condition constituting a flood or fire hazard so as to threaten or endanger the public health, safety and welfare.

(*l*) Any activity or condition that is declared elsewhere in this Code of Ordinances or other applicable law to be a nuisance.

(m) Any trees, shrubs, or other landscaping material, or parts thereof, that threaten or endanger the public health, safety or welfare, or adversely affect and impair the economic welfare of adjacent properties, as a result of either of the following conditions:

(1) A contagious disease or infestation is found on a tree, shrub or other landscaping material; or

(2) Disease, vines, insects, age or other defect has caused a tree, shrub or other landscaping material, or part thereof, to be unstable such that there exists a reasonable likelihood that it will fall upon any sidewalk, street or building, or result in injury to person or property.

(n) Any unauthorized disturbance of land where a permit for such activity is required, including but not limited to alteration of the grade or contour of land, or the removal of vegetation from land, that may increase surface water runoff onto neighboring properties or otherwise threaten the public health, safety or welfare.

(o) Any activity or condition which is manifestly injurious to the morals or manners of the public, as described in F.S. § 823.01.

(p) Any noise or vibration which unreasonably and substantially interferes with the comfort, health, repose, or safety of the general public, giving consideration to factors such as the time of day, the nature of the noise or vibration, the existence of background noises and vibrations, and the locality from which the noise or vibration is emanating.

**Sec. 50-102. Prohibition and enforcement.**

(a) Nuisances are hereby prohibited. It shall be unlawful for any person to cause such nuisance to come into existence anywhere within the city, or to permit the same to exist on property owned, leased, occupied or otherwise under the control of such person.

(b) This article may be enforced against any violator, which may include the owner of the premises on which a nuisance exists, or the person or persons generating the nuisance.

(c) This article shall be enforced as provided for by Florida law, including referral or citation to the city's code enforcement board, issuance of a citation as may be provided for by city ordinance, the entering onto the property and the abatement of the nuisance by the city, or the filing of an action in a court of competent jurisdiction to obtain civil remedies, including a restraining order, injunction and damages. Any enumeration of enforcement mechanisms set forth herein is supplemental and not exclusive.

**Sec. 50-103. Sanitary nuisance.**

(a) A sanitary nuisance is the commission of any act, by an individual, municipality, organization, or corporation, or the keeping, maintaining, propagation, existence, or permission of anything, by an individual, municipality, organization, or corporation, by which the health or life of an individual, or the health or lives of individuals, may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused. Not all nuisances are sanitary nuisances.

(b) Abatement of sanitary nuisances shall occur in the same manner as provided for all other nuisances pursuant to this article, except that the city is required to give only ten (10) days' notice to abate the sanitary nuisance or request a hearing.

**Sec. 50-104. Notice.**

(a) If the city administrator, city marshal, or any designee of either finds and determines that a nuisance exists, he shall so notify the record owner or owners of the property on which the nuisance exists in writing and demand that the owner cause the condition to be remedied. All notices required by this section shall be provided to the alleged violator either by:

(1) Certified mail, return receipt requested, sent to a property owner at the address listed in the county tax collector's records for tax notices. Mailed notice to a person who is not owner of the property where the violation is located shall be to

the street address of the property where the violation is located; or

(2) Regular mail sent to a property owner at the address listed in the county tax collector's records for tax notices, and posting for at least ten (10) days in at least two (2) locations, one (1) of which shall be the property upon which the violation is alleged to exist and the other of which shall be at city hall. Mailed notice to a person who is not owner of the property where the violation is located shall be to the street address of the property where the violation is located. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(b) The notice shall be sufficient if in substantially the following form:

NOTICE OF NUISANCE
[Date: __]
[Name of Owner]
[Address of Owner]

Our records indicate that you are the owner(s) of the following property in the City of Arcadia, DeSoto County, Florida:

[Description of property]

An inspection of this property discloses, and I have found and determined, that a nuisance exists thereon so as to constitute a violation of the City of Arcadia Nuisance Law (Chapter 50, Article IV of the City of Arcadia Code of Ordinances) by virtue of the following condition or activity:

[Description of condition which places the property in violation]

You are hereby notified that you must remedy the above described condition so as to bring it into compliance with the City of Arcadia Code of Ordinances or request a hearing pursuant to the City of Arcadia Code of Ordinances, section 50-105, within twenty (20) days from the date hereof, or within such time as the city administrator, city marshal, or the designee of either shall determine to be reasonable. Failure to remedy the nuisance or request a hearing within the specified time period will be deemed a waiver of your right to a hearing and the city may proceed thereafter to remedy this condition. The cost of the work, including abatement and/or removal costs, noticing costs and other expenses, will be imposed as a lien on the property if said costs are not paid within thirty (30) days after receipt of billing by the city.

The City estimates the total cost of abatement and/or removal to be approximately $_____/_____/_____, but in no way represents or guarantees that actual costs will not exceed this amount.

City of Arcadia
By: [Name & title]
[Address & phone number]

(c) If the city administrator, city marshal, or the designee of either finds and determines that a nuisance exists which presents an immediate danger or threat to the health or life of an individual, he shall provide the record owner or owners of the

property on which the nuisance exists with written notice personally served by a law enforcement officer upon the owner or owners of the property or upon an occupant of the property that is fifteen (15) years of age or older, and demand that the owner cause the condition to be immediately remedied. If the condition or activity constituting a nuisance which presents an immediate danger or threat to the health or life of an individual is not remedied within twenty-four (24) hours of the provision of notice hereunder, or within such other time period deemed reasonable by the city administrator, city marshal, or the designee of either, the city may cause the condition or activity to be remedied by the city at the expense of the property owner.

(d) If the city administrator, city marshal, or the designee of either is unable to locate within twenty-four (24) hours the owner or owners of the property upon which there exists a nuisance which presents an immediate danger or threat to the health or life of an individual, the city administrator, city marshal, or the designee of either may cause the condition or activity to be remedied by the city at the expense of the property owner, and provide the property owner with notice thereof subsequent to such action. The failure of the city administrator, city marshal, or the designee of either to provide prior or subsequent notice to a property owner, after reasonable efforts to locate such owner have been unsuccessful, shall not cause remedial action taken pursuant to this subsection to be invalid or unlawful.

(e) If the cost of abating the nuisance, and the subsequent filing of a city lien in accordance with section 50-106, would act to severely and drastically diminish the interest of a lien holder on the property, the city shall notify, in the same manner as the owner of the property, the lien holders whose interest in the property is properly recorded with the clerk of the circuit court.

**Sec. 50-105. Hearing.**

Within such time period as indicated in the provision of notice to abate, as required by sections 50-103 and 50-104 herein, the owner of the property may make written request to the city recorder for a hearing before the code enforcement hearing officer, on a form provided by the city, to show that the condition or activity alleged in the notice does not exist or that such condition or activity does not constitute a nuisance. At the hearing, the city administrator, city marshal, or the designee of either and the property owner may introduce such evidence as is deemed necessary. The property owner shall have the right to be represented by counsel. The hearing shall be open to the public and may be held at any regular or special meeting of the code enforcement hearing officer. Following a review by the code enforcement hearing officer, the owner will have exhausted his administrative remedies.

**Sec. 50-106. Abatement by city; expenses; lien.**

(a) If a hearing has not been requested within the timeframes set forth in sections 50-103 and 50-104 herein, and the condition or activity described in the notice has not been remedied, the city administrator, city marshal, or the designee of either may cause the condition or activity to be remedied by the city at the expense of the property owner. If the hearing has been held and concluded adversely to the property owner, the city administrator, city marshal, or the designee of either may cause the condition or activity to be remedied by the city at the expense of the property owner.

(b) After causing the condition or activity to be remedied, the city administrator, city marshal, or the designee of either shall certify to the city recorder the expense incurred in remedying the condition or activity and shall include a copy of the notice above described, and a copy of the decision of the code enforcement hearing officer, if any, whereupon such expense shall become payable within thirty (30) days after the date of such certification, after which a special assessment lien and charge will be made upon the property, which shall be payable with interest from the date of such certification until paid.

(c) Upon receipt of the certification of expense, the city recorder shall notify the record owner or owners of the property in writing of the amount of such expense. The notice shall be given in like manner as provided in section 50-104, except that if the notice is returned by postal authorities, no further notice shall be required. Such notice shall advise the owner or owners of the amount of expense, the date of certification to the city recorder, the date by which the expense is due and payable, and a statement that the expense shall become a lien after said date. The property owner may, at any time prior to the date on which the expense becomes a lien, make written request to the city recorder for a hearing before the code enforcement hearing officer to contest the amount of the expense. Upon filing of such request, the expense shall not become a lien until a final decision is made by the code enforcement hearing officer. The hearing on the amount of the expense shall be conducted substantially as provided for in section 50-105. At the hearing, the property owner and the city administrator, city marshal, or the designee of either may present evidence only as to the reasonableness of the expense amount under the circumstances. Provided, however, that if the expense resulted from the city performing abatement measures pursuant to subsection 50-104(d) of this division, the parties also may present evidence showing that the condition or activity alleged in the notice did or did not exist, or that such condition or activity did or did not constitute a nuisance. Following review by the code enforcement hearing officer, the owner will have exhausted his administrative remedies. The code enforcement hearing officer shall enter a written order either affirming the certified expenses or reducing them, or, where city action was taken pursuant to subsection 50-104(d) and no violation is found to have occurred, declaring that there is no basis for imposition of expenses. Upon entry of such order, the amount of charges approved therein shall become a lien and bear interest as provided in subsection (b) of this section.

(d) All liens created by action of this division shall be a first lien equal to a lien for nonpayment of property taxes, on any property against which an assessment for costs to abate the nuisance has been filed, and shall continue in full force from the date of recording until discharged by satisfaction. The lien shall be enforceable in the same manner as a special assessment lien in favor of the city as provided in F.S. ch. 173, and may be satisfied at any time by payment thereof, including accrued interest. Upon payment of the lien, including accrued interest, the city recorder shall, by appropriate means, evidence the satisfaction and cancellation of the lien upon the record thereof. Notice of the lien shall be filed in the office of the clerk of the circuit court and recorded among the public records of DeSoto County within five (5) days of the charges under this section becoming a lien.

(e) Administrative costs and applicable attorney's fees for abating the nuisance shall be included in the total cost for abating the nuisance and such total costs shall comprise the lien which may be imposed upon the property by action of this division.

**Sec. 50-107. Notification of owner and other interested parties upon removal of property by city.**

(a) *Notice.* Upon taking possession of the nuisance, if an object or thing, the city shall furnish notice in accordance with this section by regular mail to the owner of the property upon which such nuisance was located and to the owner of the object or thing, if known to be different, at the last known address, within ten (10) days of the date when possession of the object or thing was taken.

(b) *Notice by publication.* If there is inability to identify the current owner of the object or thing constituting nuisance, it shall be sufficient notice under this section to publish the notice described above once in a newspaper of general circulation in the city. Such notice by publication may include multiple listings of objects and things.

**Sec. 50-108. Immunity of city personnel.**

The city administrator, city marshal, or the designee of either shall be immune from prosecution, civil or criminal, for trespass upon real property while discharging his duties pursuant to this chapter.

**Sec. 50-109. Remedies cumulative.**

Any action taken pursuant to this chapter, in regard to the disposal, abatement or removal of the conditions declared nuisances shall be considered cumulative and in addition to penalties and other remedies provided elsewhere in this article, in other ordinances of the city, and under the laws of the state and the United States of America.

Section 2. Severability. If any provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, the remainder of this ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance shall be effective immediately upon final passage by the City Council.

SO DONE this 15th day of MARCH 2011.
By: /s/ Robert W. Heine, Mayor

ATTEST:
/s/ Dana L.S. Williams, CMC
City Recorder

Approved as to form:
/s/ William S. Galvano
City Attorney

First Reading: 3/1/11
Second Reading: 3/15/11

## 13. FIRST READING OF ORDINANCE 965, AMENDING THE SIGN CODE

The City Recorder read Ordinance 965 by title as follows:

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.

Councilmember Craven, in opposition to this proposed ordinance, distributed copies of an informal survey designed to gauge the public's interest in an electronic sign at the corner of Highways 17 and 70; the results of which showed 72-15 opposed. Mrs. Craven expressed that she did not believe the proposed sign fit into the historic character of Arcadia and that the Planning & Zoning Board, with the assistance of a professional planner, had worked very hard in the recent months to rewrite the Sign Code. Councilmember Craven added that while she is not opposed to a new sign for the Chamber, she is not in favor of this type of sign.

The City Administrator challenged the validity of the survey, saying it was not scientific and doesn't equate to even 1% of the voters. He felt that a more scientific survey available to all who live in the City would carry more weight so that an informed decision could be made. Mrs. Craven acknowledged the survey was not scientific, but added she had done it on her own simply to get a sense of the public's position.

The Deputy Mayor stated the concept of the electronic sign came from him as a project for the Leadership DeSoto class; but that it was not his intention to cause controversy. He distributed a few photographs of the existing signage and a proposed rendering for a new sign; adding that McSwain Park is under utilized and could be a hub of activity for the City. He would like to see the area enhanced to a destination, rather than as a pass through and believes there is "tons of opportunity" available with this being a "noble and timely" window to do so.

**On motion of Councilmember Goodman, with a second by Deputy Mayor Keene, the Council voted 3-1 to approve Ordinance 965 on first reading. Councilmember Craven cast the dissenting vote.**

COMMENTS FROM DEPARTMENTS

14. CITY MARSHAL

The City Marshal had no report.

15. ATTORNEY

A) FIRST AMENDMENT TO THE CITY ADMINISTRATOR CONTRACT

The City Attorney stated that he had reviewed a previous meeting's minutes and that there had been a substantive vote to extend the Administrator's contract. He continued that this item on the agenda is perfunctory and that unless the Administrator objects to the terms, the

first amendment conforms as directed by Council.

The City Attorney briefly mentioned the plan the Marshal had recommended regarding demolition of dilapidated structures, saying there was no problem with the easement and that the City will be able to utilize the plan.

The City Attorney also reported that he has a meeting scheduled for the following day regarding the Craig A. Smith case and hopes for progress in that regard.

16. ADMINISTRATOR

The City Administrator stated the deadline for the City Recorder advertisement was coming to an end and that resumes have been slow to come in. He thought perhaps one reason was that the City of St. Pete Beach is also advertising for a City Clerk and offering a salary range higher than Arcadia. Councilmember Craven asked if any of the applicants thus far were qualified, to which the City Administrator answered several were qualified though not to a certified standard.

The Administrator then reported that he had attended a Small Business Conference sponsored by Congressman Vern Buchanan, which was very insightful and informative. He added he had met different representatives from both non-profit and governmental organizations designed to assist in economic development; and that he had discussed the possibility of doing the same type of program in Arcadia for the benefit of its citizens. Congressman Buchanan was receptive to the idea and will be working with the Administrator to coordinate the event.

The Administrator informed the Council he had met with Louise Tyner and Eva Lowe regarding the use of the softball fields on Arcadia Avenue and that they will be working with DCYAA to maintain the fields and schedule softball activities.

The City Administrator stated he had received a letter from Attorney Paul Seusy regarding installation of brick pavers at Monroe and Oak Streets. Mr. Seusy is willing to pay for the bricks although he does not have all the money at this time and would like to have the bricks installed then repay the City with a promise to do so on or before June 10, 2011. Dr. Miller estimated the cost to be approximately $925.

**On motion of Deputy Mayor Keene and seconded by Councilmember Craven, the Council voted unanimously, 4-0, to front the payment for brick pavers on the sidewalk of Monroe and Oak Streets in front of Attorney Paul Seusy's office with the condition the money will be repaid on or before June 10, 2011.**

The City Administrator mentioned a couple of quick items. First that he had received two nice letters concerning employees, the first Tim Boone from the cemetery and the second, Valerie Bonett at the Pro Shop. He also distributed a letter received from the DeSoto County Historical Society regarding the Way Building renovations, and in responding to them, noted he was trying to strike a fine balance between the past and the future; namely by being respectful of the past but looking towards the future. He continued that in his letter he addressed certain

compliance issues such as ADA and that the recent stucco wasn't the first time the building had been done. And finally, in that regard, there was no issue surrounding the stucco project other than having followed the guidelines and direction of council. The Administrator read from the minutes from the May 2, 1995 meeting where procurement policies for CDBG funds were addressed. He went on to say that as far as advertising and bids were concerned, the administrator was allowed to go out and award contracts, which is consistent with what was established policy prior to his arrival in Arcadia.

PUBLIC

Ernest Hewett, 3587 NW Poultry Street, expressed agreement with Councilmember Craven's position regarding the sign ordinance. He stated the City Attorney's partner had issued at least three warnings at the last meeting about creating a "slippery slope" by amending the Code to accommodate a single request and also that it was a "slap in the face" to the Planning & Zoning Board to not have their recommendation prior to ordinance consideration. Dr. Hewett also pointed out that the idea for the sign was Mr. Keene's but that his employer was currently President of the Chamber. Further, Dr. Hewett stated it was "unconscionable" for the Administrator to have berated a Councilmember for having taken a survey; and that if an electronic messaging sign is allowed at Highways 17 & 70, there will be at least four other businesses at those intersections requesting the same consideration.

Mr. Ernest Morgan spoke about the Florida sign law that allows for placement of a sign anywhere one wants it and saying anything one wants to.

Ms. Genie Martin belatedly thanked the Council for having proclaimed Genie Martin Day some months ago. Ms. Martin also felt Councilmember Craven has done more to improve the City, through her own resources and because of her caring for Arcadia. She expressed appreciation to Mrs. Craven for gathering the survey list; adding that she doesn't object to a sign in the park, but does object to the electronic part calling it distracting and comparing it to one which would be in Las Vegas. She felt the money being raised should be used to beautify the park instead.

Ms. Janie Watson agreed with making McSwain Park more of a destination, but felt Leadership DeSoto should start with the basics by installing the amenities first.

Ms. Sadie Woods, of the Guardian Ad Litem Program, noted that April was Child Abuse Prevention Month and requested permission to "Paint the Town Blue" as has been done in the past by placing blue ribbons on the lampposts between Monroe Street and Rte. 17 South. She assured the Council she would have all ribbons removed by the 5th of May. Ms. Woods also mentioned the program needs child advocates and foster homes.

**On motion of Councilmember Goodman with a second by Deputy Mayor Keene, the Council voted unanimously, 4-0, to support Child Abuse Prevention Month and permit the "Paint the Town Blue" campaign.**

Mr. Greg Smith pointed out that not only does the Turner Agri-Center have an electronic sign, but also the former Best Western Motel has one, and that he doesn't see any

problem with the placement of an electronic messaging sign as proposed therefore he is in support of it.

Ms. Adrian Daly questioned whether the Administrator was planning to raise the salary of the City Recorder's position so as to be competitive with St. Pete Beach. The Administrator answered he was not proposing that, but had mentioned it as an explanation of why the city hasn't received as many resumes as expected.

## MAYOR AND COUNCIL MATTERS

Councilmember Craven asked the Administrator if he would consider asking the current City Recorder to stay until she found another position or until a qualified applicant was found. The Administrator responded that staff was his responsibility and would like to have the opportunity to speak with staff before discussing these things publicly. Councilmember Goodman agreed with Mrs. Craven, saying she appreciated the job Ms. Williams has done. She also encouraged the Administrator to speak with the Recorder and not wait for a specified timeframe.

Deputy Mayor Keene reported the organizational meeting of Team Arcadia occurred last week and that the concept will help carry Arcadia in a direction it needs to go. He continued that the City needs to thank those that have helped initiate the process; and requested the City Administrator to compose a letter of appreciation to the DeSoto County Health Department and Arcadia Main Street for co-sponsoring the Downtown Improvement Concept and serving as a foundation for where [we] are today.

Deputy Mayor Keene also expressed that his hope with the electronic sign was that the message could be changed easily but not to have some scrolling or blinking distraction. He also suggested focusing on the positive and leaving the negative behind by making things happen rather than staying stuck in the "why can't we" by determining how "we can."

Councilmember Goodman agreed, saying it was a shame to not concentrate more on the positive.

The City Recorder reminded everyone of a workshop on airport issues to be held Tuesday, March 22nd at 5 PM and Aviation Day this Saturday, March 18th, 2011.

The City Administrator added that in the spirit of what Mr. Keene spoke about, he wanted to publicly state he was not berating Councilmember Craven, but actually looking forward to working with her on the Economic Development Small Business Conference. He continued it was not personal but rather about getting the job done; and that he respects her in terms of what she has done for the community.

(Remainder of page intentionally left blank)

ADJOURN

Having no further business at this time, the meeting was adjourned at 7:55 PM.

APPROVED THIS 5th DAY OF APRIL 2011.

By:

_____

Robert W. Heine, Mayor

ATTEST:

_____

Dana L.S. Williams, CMC, City Recorder

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# MINUTES
# CITY COUNCIL WORKSHOP
# CITY OF ARCADIA
# TUESDAY, MARCH 22, 2011
# 5:00 PM

## CALL TO ORDER

The workshop session was called to order at approximately 5:00 PM with the following members and staff present:

**Arcadia City Council**

Mayor Robert Heine
Deputy Mayor Keith Keene
Councilmember Roosevelt Johnson
Councilmember Martha Craven

**Arcadia City Staff**

City Administrator Lawrence Miller
City Recorder Dana Williams
Assistant City Administrator Judi Jankosky

Councilmember Johnson gave the invocation which was followed by the recitation of the Pledge of Allegiance by all.

## 1. UPDATE ON AVIATION DAY

The Mayor opened the meeting with comments of high regard for the activities associated with Aviation Day on Saturday, March 19th. He talked about the impressiveness of the event and that "if you missed it, you missed something." He then turned the meeting over to the Assistant City Administrator.

Ms. Jankosky, through a PowerPoint presentation, discussed the goals of Aviation Day which were to promote civitas through a sense of community awareness and involvement; and to create a positive view of the airport. Her slides showed the various types of planes, helicopters, and rides offered throughout the day, the crowd mingling amongst the displays, and a skydiving exhibition. The Assistant City Administrator stated that through planning the event, she had hoped for a "couple of hundred" guests but in actuality, crowd estimations were between 1,500 and 2,000; and that over 500 people were served breakfast and lunch.

The Assistant City Administrator also distributed a letter received from a Commander in the Civil Air Patrol thanking the event organizers for their role in welcoming, training, and mentoring the cadets in aircraft marshalling techniques.

## 2. INTRODUCTION OF *SKYDIVE ARCADIA*

Mr. Lance Litton, of *Skydive Arcadia,* provided an introduction to his company and an outline of his business plan to bring this company to the Arcadia Airport. In response to

questions posed by the audience, Council and Administrator, Mr. Litton explained the following points about his company:

- His grandparents opened the business in 1974 and he took it over in 2003
- The company averages about 1,000 jumps per summer
- Each client must be 18 years of age and sign a release of liability (a copy of which was distributed to the Council and has been forwarded to the City Attorney for review)
- A 3rd party liability insurance is provided through the U.S. Parachute Association
- This will be a full time, year-round activity
- *Skydive Arcadia* owns three Cessna 182 airplanes and will employ 1-3 pilots and 1-2 instructors
- They adhere to all FAA flight regulations, Part 91, and the USPA basic safety regulations (BSR's) with commercially rated pilots and a requirement to carry a reserve chute, repacked every 120 days by an FAA rated rigger.
- The operation will not require a specified airspace reservation, although they do file a Notice to Airmen.
- There is no anticipated change in traffic patterns at the airport
- *Skydive Arcadia* has a 100% safety record
- Their only locations are the one in Maryland and the one proposed for Arcadia.

The Deputy Mayor asked how this business would effect airport operations, saying he would not want this to interfere with other potential opportunities at the airport. The Assistant City Administrator responded that skydiving is an FAA recognized activity and aligns well with other aviation businesses and operations. She then requested and **received consensus of the Council to permit *Skydiving Arcadia* to move forward with their plans to open a location at the Arcadia Airport.**

3. DISCUSSION ON AIRPORT PROJECTS AND PRIORITIES

Ms. Lisa Waters and Mr. Mike Moon of Hanson Professional Services gave a presentation to include the potential economic impacts of the Airport, FAA and FDOT funding opportunities and currently eligible projects.

In discussion of the economic impacts, Ms. Waters stated many Florida employers rely on aviation to support their activities and help improve their business efficiency. According to an FDOT study, the use of air transportation increases the efficiency of Florida businesses by an estimated $94.5 billion annually; and recreational/sport aviation generates economic impacts benefiting the entire community.

The next slides documented FDOT case studies and the potential economic impact comparisons for three general aviation airports. Referring to the comparisons as outlined below, Ms. Waters explained that salaries and such were to be considered as direct impacts, with purchases such as fuel and supplies as indirect impacts, and the multiplier impacts things like rental cars, hotels, and restaurants.

| Airport | Direct Impact | Indirect Impact | Multiplier Impact | Total Employment | Total Payroll | Total Economic Activity |
|---|---|---|---|---|---|---|
| Arcadia | $79,300 | $105,800 | $154,700 | 3 | $67,800 | $339,800 |
| Wauchula | $458,000 | $407,500 | $733,100 | 22 | $531,400 | $1,598,600 |
| Zephyrhills | $12,599,200 | $2,071,300 | $11,105,300 | 224 | $6,846,600 | $25,775,800 |

Mr. Moon then stated the federal government had created an Aviation Trust Fund to develop a nationwide system of public-use airports adequate to meet current projected growth of civil aviation, which is funded through aviation taxes such as fuel, passenger tickets, freights, etc. He talked about the FAA funding opportunities to include the Joint Automated Capital Improvement Program (JACIP), a joint venture between the FAA and FDOT, and which incorporates future project funding up to $150,000/yr bankable for three years with construction expected to begin within 2 years. Mr. Moon then addressed sponsor responsibilities and certifications/assurances as covered on his slides. For the FDOT funding opportunities, he again addressed the JACIP and funding cycle with appropriations from the aviation fuel tax into the State transportation trust fund and airport improvement program.

Moving to the current eligible projects, Mr. Moon first talked about security fencing and automated gates which provide security for both users and tenants and has an FDOT committed funding source through June 30, 2012 with a 0% match by the local airport. The second priority project was the runway/taxiway/ramp pavement dressing conditioner and marking which extends the pavement life, thereby promoting safety. This project is committed for funding in FY-13 with an 80% FDOT source and 20% local match. The final project discussed was the Airport Master Plan with the intent to foster adoption of a flexible approach that devotes resources to critical issues related to safety and economic enhancement. Mr. Moon described the plan as a comprehensive study of airport existing facilities and potential future demands; and to include the elements of community involvement, an inventory of existing environmental conditions, aviation forecasts, facility requirements, alternatives evaluation, and layout, financial and implementation plans. He went on to say these plans are further divided by short term (immediate to 5 yrs.), mid-term (5-10 yrs.) and long term (10-20 yrs.). The estimated cost for the Master Plan is $350,000 with the FAA providing 95% ($322,500), and FDOT and the local match of 2.5% each ($8,750). Funding for this will be sought in 2013.

## 4. QUESTIONS & ANSWERS

Mr. Moon next took questions from the Council and audience. Councilmember Craven didn't have any questions, although she expressed enthusiasm to move the airport projects forward. The Deputy Mayor felt the same and was pleased to learn the return on investment of such a small amount could generate such a large amount of grant funding. Mr. Gary Frierson, asked what steps would need to be taken to get the projects implemented. Mr. Moon responded the Assistant City Administrator has already started working with the FDOT with the next step would be to get the grant and present it to Council for acceptance. Councilmember Johnson asked if thoughts of the Master Plan had already begun, to which Mr. Moon answered the funding cycle doesn't begin until October 2012. Mrs. Craven asked if revenue coming into the airport was supposed to be reinvested into the airport to which Mr. Moon answered it was. Mr. Clinton Burton questioned previous funding for and of the

airport. The City Administrator clarified he had looked into the costs associated with the airport such as mowing, maintenance, a past environmental issue, etc. , and that all monies generated at the airport had not been used for other purposes but had been properly spent.

The City Administrator also thanked the Assistant Administrator, the Airport Advisory Committee and Hanson representatives for all their hard work and success of Aviation Day; and expounding on the Deputy Mayor's sentiments, added that forward thinking can have a rippling effect.

Having no further business at this time, the meeting was adjourned at 6:10 PM, although the representatives from Hanson volunteered to stay around after the meeting should anyone have additional questions.

**APPROVED THIS 5th DAY OF APRIL 2011.**

By:

_____

Robert W. Heine, Mayor

ATTEST:

_____

Dana L.S. Williams, CMC, City Recorder

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Agenda Item #4

ARCADIA GOLF COURSE

CITY OF ARCADIA

ARCADIA, FL

DATE **MARCH 14, 2011**

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

| | FEBRUARY 2011 | FEBRUARY 2010 | CURRENT YEAR TO DATE | LAST YEAR TO DATE |
|---|---|---|---|---|
| GREENS FEES COLLECTED | $ 26,022.10 | $ 16,395.49 | $ 71,938.71 | $ 61,208.51 |
| MEMBERSHIP FEES | $ - | $ 1,046.72 | $ 129,319.02 | $ 156,390.77 |
| SUB TOTAL | $ 26,022.10 | $ 17,442.21 | $ 201,257.73 | $ 217,599.28 |
| SALES TAX | $ 1,821.55 | $ 1,221.83 | $ 14,034.37 | $ 15,238.35 |
| **TOTAL** | $ 27,843.65 | $ 18,664.04 | $ 215,292.10 | $ 232,837.63 |
| TOTAL NUMBER PLAYED | 6766 | 5034 | | |

THIS MONTHS EVENTS

AM/CAN TOURNAMENT ON 2/16/11

UPCOMING EVENTS

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

WEDNESDAY LEAGUE TOURNAMENT- MARCH 26, 2011

RECEIVED
MAR 14 2011
CITY OF ARCADIA

CITY OF ARCADIA FLORIDA
PO BOX 351
ARCADIA, FL 33821

# GOLF COURSE

## FINANCIAL REPORT

DATE: **MARCH 14, 2011**

FOR PERIOD: **2/01/11 - 2/28/11**

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 | $ | 22,324.05 |
| TEN PLAY | $ | 3,616.74 |
| OTHER - Student & City Employees | $ | 81.31 |
| SUB TOTAL | $ | 26,022.10 |
| 7 % SALES TAX | $ | 1,821.55 |
| TOTAL COLLECTED | $ | **27,843.65** |
| TOTAL EXPENSES | $ | **15,408.00** |

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

TOTAL NUMBER OF REGISTRATIONS: **6766**

PRO SHOP MANAGER

RECEIVED BY

FINANCE DIRECTOR

DATE: 3/14/11

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RECEIVED
MAR 14 2011
CITY OF ARCADIA

CITY OF ARCADIA FLORIDA
PO BOX 351
ARCADIA, FL 33821

# PRO SHOP

# FINANCIAL REPORT

DATE: **MARCH 14, 2011**

FOR PERIOD: **2/01/11 - 2/28/11**

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 | $ | 12,045.34 |
| PRO SHOP | $ | 1,587.72 |
| DRIVING RANGE | $ | 998.22 |
| FOOD & BEVERAGES | $ | 4,970.56 |
| SUB TOTAL | $ | 19,601.84 |
| 7 % SALES TAX | $ | 1,326.53 |
| TOTAL COLLECTED | $ | **20,928.37** |
| TOTAL EXPENSES | $ | **47,585.00** |

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

PRO SHOP MANAGER

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RECEIVED BY

FINANCE DIRECTOR

DATE: 3/14/11

RECEIVED
MAR 14 2011
CITY OF ARCADIA

March 11th, 2011

To: Council Chambers of The City of Arcadia

From: Comite Cinco de Mayo
Azteca Promotion

The Comite Cinco de Mayo - Azteca Promotion has enjoyed the relationship with The City of Arcadia during the past several years in bringing a cultural celebration to the areas' citizens by way of a parade, folkloric dancing, etc.

We would like to request permission to hold the Eleventh Cinco de Mayo Celebration this year by having the parade start at Orange Avenue, proceed down Oak Street and end at Volusia Avenue.
The date and the time of the parade would be Sunday, May 1st from 6:PM until 9:PM. We would like to thank you for your assistance in the past in regards to traffic control and security from the police department and ask that we be provided the same for this year.

The Mexican community as well as many others are looking forward to this year's Cinco de Mayo Celebration and we would like to thank you in advance for all of your help and cooperation in making this cultural and historical event a great success.

Muchisimas Gracias!

Rufino H. Rodriguez
President

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John C. Super
7692 SW Albritton Street
Arcadia, FL 34266
863-494-1627

March 23, 2011

City Council
City of Arcadia
23 North Polk Avenue
Arcadia, FL 34266

Re: Request for Street Closing

To Whom it May Concern,

On behalf of the Monthly Car Show, I am requesting closure of Oak Street between Polk and Monroe between 4:00 PM and 8:00 PM on the following dates:

Friday, April 8, 2011
Friday, May 13, 2011
Friday, June 10, 2011

Thank you for your consideration in this matter.

Sincerely,

John Super

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**CONTRACT FOR THE ESTABLISHMENT, MANAGEMENT, OPERATION AND CONDUCT OF AN ADULT ATHLETIC PROGRAM BETWEEN THE CITY OF ARCADIA, FLORIDA AND DESOTO COUNTY ADULT ATHLETIC ASSOCIATION, INC.**

This agreement entered into this _____ day of _____ 2011, by and between the City of Arcadia, Florida, hereinafter referred to as "City", and DeSoto County Adult Athletic Association, Inc., hereinafter referred to as "Association".

**WITNESSETH THAT:**

**WHEREAS** the City of Arcadia, Florida desires to further the creation, establishment, maintenance, management and conduct of an adult athletic program for adults of DeSoto County, and

**WHEREAS** the Association is a corporation not for profit organized under the State of Florida for the purpose of, and having as its general nature and objects the organization of an adult athletic program in DeSoto County, Florida to promote and encourage sports, recreation and sociability, to manage and conduct games, sporting events, and promote and contribute to the physical and normal well-being and development of such adults;

**NOW THEREFORE** it is understood and agreed between the parties as follows:

The Association agrees:

1. That any player, coach, or manager involved in any physically-violent act toward another player, coach or manager (including teammates) or league officials (umpires, scorekeepers, and board members) will be immediately banned from any further participation the D.C.A.A.A. activities or on City of Arcadia property. This includes a minimum of a one-year suspension from any A.S.A. activities. Players, coaches, or managers will be permitted to appeal their suspension to the Association.

2. To assume full responsibility for the conduct, organization, establishment, creation, maintenance and conduct of an adult athletic program extended to all adults of DeSoto County.

3. That it shall not, based on race, color, religion, sex, or national origin, exclude from participation, deny the benefits of such program, or discriminate against any participant, spectator, coach or player in the conduct of such program.

4. (a) That it shall endeavor in all ways possible so to conduct its activities carried on in furtherance of this program on City property or elsewhere so as not to endanger any person and shall indemnify and hold harmless the City of arcadia, its officers, agents and employees, from any an all claims of any kind occasioned wholly or in part by the acts or omissions of the Association, its officials, agents, employees, volunteer help, guests, patrons or any person admitted to program activities, either as a participant or spectator, to City premises while they are used by or under the control of the Association. The Association hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to City premises by consent of the Association, its officers, employees, or agents. The Association agrees to indemnify and save the

City harmless from and against any loss, damage or liability occasioned from or growing out of or arising from any default hereunder or any tortuous or negligent act upon the part of the Association, the Association's agents, employees, or members.

(b) That it will, at its own expense, at all times during the term of this Lease, maintain in force a policy or policies of insurance which will name the City as additional insured against liability for injury to or death of persons or loss or damage to their property occurring in or about the demised premises. The liability under such insurance shall be not less than One Million dollars ($1,000,000.00) for any one person injured or killed, One Million Dollars ($1,000,000.00) for any one accident, and One Hundred Thousand Dollars ($100,000.00) for property damage.

(c) That it will, simultaneously with the execution of this Lease, deliver to the City an endorsement to the Association's insurance policy showing the City as additional insured. Such endorsement shall provide for forty-five (45) days notice to the City in the event of cancellation.

5. That it will at all times comply with all laws, statutes, ordinances, rules or regulations of the United States Government, the State of Florida, the City of Arcadia and any department or agency thereof.

6. That it shall use the City property hereafter placed at its disposition only for promotion, practices, and play of organized adult athletic activities and shall not use of permit the use of the City premises for any other purpose or for any immoral, objectionably or unlawful acts. All athletic activities organized, sponsored and conducted on City property under this program shall be approved in advance by the City of Arcadia.

7. To publish as broadly as possible throughout DeSoto County, notice of its sponsored athletic activities to be held on City premises.

8. To pay $40.00 per day, per field for weekend and holiday tournaments or special activities other than scheduled games.

9. That it will be fully responsible for repairing any property damaged during any Association-sponsored activities held on City property. The Association further agrees that it shall be responsible for repair and/or replacement of scoreboards as needed.

10. That it shall pay all electricity costs for ball field lighting and concession building electric service in connection with association-sponsored activities; however, the City shall be responsible for the first $2,000.00 for such charges on an annual basis. The City shall invoice the association monthly for such charges and shall apply a $2,000.00 credit to the association's account on _____ of each year of this Agreement. After the $2,000.00 credit is exhausted, the association shall remit payment in full for all such charges to the City with 30 days following receipt of the invoice.

11. To manage schedules of fields 1-5 and to submit a schedule of planned activities each month to the City thus avoiding conflicts with other organizations that may seek use. The Association's written schedule shall be delivered to the City no later than the 15th day of the month preceding the month during which the activity is scheduled to occur. After that date, the

Association may request additional dates from the City on a first-come, first-served basis (i.e., with the same priority as any third party requests for the use of the fields).

12. That it will provide general maintenance of the fields at no cost to the City, including but not limited to care of the fields, repairs, painting, leveling fields, and lining the fields.

The City of Arcadia, Florida agrees:

1. It shall reserve the use of Adult Softball Fields including the restroom and concession facilities together, with the right and privilege to sell food and non-alcoholic beverages during approved Association-sponsored activities.

2. To provide electricity (up to $2,000.00 in costs per year) and to provide water and sewer for facilities used to conduct Association activities.

**TERM OF AGREEMENT**

The term of the Agreement shall be from _____ until and including _____.

**TERMINATION**

At all times during the term of the Agreement, the City Council of Arcadia, Florida shall have the right, at any time they determine within their sole discretion that such adult athletic program is not being conducted to their satisfaction or in the best interest of the adults of the City of Arcadia and DeSoto County, Florida, to terminate this Agreement, to decline further use of City properties, and cease the City's sponsorship of such program upon the giving of thirty (30) days written notice to the Association's program director or executive officer of such termination, except that such termination shall not interrupt an approved league schedule already in progress.

(remainder of page intentionally blank)

**NOTICES**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent via U.S. mail, postage prepaid:

To the City: City of Arcadia
Attn: City Administrator
23 N. Polk Avenue
Arcadia, FL 34266

To the Association: DeSoto County Adult Athletic Association, Inc.
Attn: _____
_____
_____

ATTEST:

_____
Dana L.S. Williams, CMC, City Recorder

City of Arcadia, Florida

By: _____
Robert W. Heine, Mayor

Approved as to form and content by:

_____
William S. Galvano, City Attorney

DeSoto County Adult Athletic Association, Inc.

By: _____
Its President/Vice President

Printed Name: _____

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**Document Number** 766361
**Business Entity Name** DESOTO COUNTY ADULT ATHLETIC ASSOCIATION, INC.
**FEI/EIN Number** 592375630
**FEI/EIN Number Status**

**Election Campaign Financing Trust Fund Contribution** No

**Certificate of Status Desired** No

## Correspondence E-mail Address

**E-mail address to whom correspondence should be e-mailed**

**E-mail Address** EVANOCATEE@AOL.COM

## Principal Place of Business

**Address** C/O DCAAA
**Suite, Apt. #, etc.** 948 N ARCADIA AVE
**City, State** ARCADIA, FL
**Zip Code & Country** 33821 US

## Mailing Address

**Address** 4919 SW SHORES AVE
**City, State** ARCADIA, FL
**Zip Code & Country** 34266 US

## Name And Address of Registered Agent

**Name (Last, First, Middle, Title)** LOWE, EVA
**Address** 4919 SW SHORES AVE
**City, State** ARCADIA, FL
**Zip Code & Country** 34266 US
**Registered Agent Signature** EVA LOWE

## Officer/Director Name And Address

## Name And Address #1

| | |
|---|---|
| **Title** | PST |
| **Name (Last, First, Middle, Title)** | LOWE, EVA |
| **Street Address** | 1711 SW CR 760A |
| **City, State** | ARCADIA, FL |
| **Zip Code & Country** | 34266 |

## Name And Address #2

| | |
|---|---|
| **Title** | VP |
| **Name (Last, First, Middle, Title)** | COKER, SEARS |
| **Street Address** | 5759 NW SCOUT AVE |
| **City, State** | ARCADIA, FL |
| **Zip Code & Country** | 34266 |

## Name And Address #3

| | |
|---|---|
| **Title** | D |
| **Name (Last, First, Middle, Title)** | SAFFORD, JACK |
| **Street Address** | 3279 SW FRUITVILLE ESTATES AVE |
| **City, State** | ARCADIA, FL |
| **Zip Code & Country** | 34266 |

## Name And Address #4

| | |
|---|---|
| **Title** | D |
| **Name (Last, First, Middle, Title)** | JETER, MIKE |
| **Street Address** | 8255 SW SUNNYBREEZE AVE |
| **City, State** | ARCADIA, FL |
| **Zip Code & Country** | 34269 |

## Name And Address #5

| | |
|---|---|
| **Title** | D |
| **Name (Last, First, Middle, Title)** | WEST, DENNIS |
| **Street Address** | 9827 NW PINELEVEL ST |
| **City, State** | ARCADIA, FL |
| **Zip Code & Country** | 34266 |

## Name And Address #6

| | |
|---|---|
| **Title** | D |
| **Name (Last, First, Middle, Title)** | ROGERS, WALT |
| **Street Address** | 2680 SW CR 760A |
| **City, State** | ARCADIA, FL |
| **Zip Code & Country** | 34266 |

| | |
|---|---|
| **Title** | PST |
| **Officer/Director Signature** | EVA LOWE |

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



# Detail by Entity Name

## Florida Non Profit Corporation

DESOTO COUNTY ADULT ATHLETIC ASSOCIATION, INC.

## Filing Information

| | |
|---|---|
| **Document Number** | 766361 |
| **FEI/EIN Number** | 592375630 |
| **Date Filed** | 12/30/1982 |
| **State** | FL |
| **Status** | ACTIVE |

## Principal Address

C/O DCAAA
948 N ARCADIA AVE
ARCADIA FL 33821 US

Changed 02/13/1995

## Mailing Address

2500 SE QUAIL AVE
ARCADIA FL 34266 US

Changed 03/20/1997

## Registered Agent Name & Address

TYNER, LOIS
2500 SE QUAIL AVE
ARCADIA FL 33821 US

Name Changed: 02/23/1994

Address Changed: 02/13/1995

## Officer/Director Detail

**Name & Address**

Title PD

NORRIS, JIMMY
3701 NE MCINTYRE ST
ARCADIA FL 34266

Title VD

RIFE, DON
3067 SW HARVEY AVE
ARCADIA FL 34266

Title D

COKER, SEARS

5759 NW SCOUT AVE
ARCADIA FL 34266

Title STD

TYNER, LOIS
2500 SE QUAIL AVE
ARCADIA FL 33821

Title D

TYNER, TOMMY
2500 SE QUAIL AVE
ARCADIA FL 33821

Title D

HINES, BILLY
1586 SW PEAR DR
ARCADIA FL 34266

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2008 | 03/13/2008 |
| 2009 | 04/06/2009 |
| 2010 | 03/08/2010 |

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| 02/13/1995 -- ANNUAL REPORT | View image in PDF format |

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2011

2010 Printfree.com Yearly Calendars 2012

### January

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23<br>30 | 24<br>31 | 25 | 26 | 27 | 28 | 29 |

### February

| S | M | T | W | T | F | S |
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| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | | | | | |

### March

| S | M | T | W | T | F | S |
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| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

### April

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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

### May

| S | M | T | W | T | F | S |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

### June

| S | M | T | W | T | F | S |
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| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

### July

| S | M | T | W | T | F | S |
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| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24<br>31 | 25 | 26 | 27 | 28 | 29 | 30 |

### August

| S | M | T | W | T | F | S |
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| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

### September

| S | M | T | W | T | F | S |
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| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

### October

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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23<br>30 | 24<br>31 | 25 | 26 | 27 | 28 | 29 |

### November

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

### December

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| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

Field #1 Shockers Field

Preserved Dates Shockers

2011 2010 Printfree.com Yearly Calendars 2012

### January

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 30 | 24 31 | 25 | 26 | 27 | 28 | 29 |

### February

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | | | | | |

### March

| S | M | T | W | T | F | S |
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| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

### April

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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

### May

| S | M | T | W | T | F | S |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
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| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

### June

| S | M | T | W | T | F | S |
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| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

### July

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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 31 | 25 | 26 | 27 | 28 | 29 | 30 |

### August

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

### September

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
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| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

### October

| S | M | T | W | T | F | S |
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 30 | 24 31 | 25 | 26 | 27 | 28 | 29 |

### November

| S | M | T | W | T | F | S |
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| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

### December

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
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| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

Field #2 DCYAA Girls Softball

Reserved Dates

2011

2010 Printfree.com Yearly Calendars 2012

### January

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 30 | 24 31 | 25 | 26 | 27 | 28 | 29 |

### February

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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
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### March

| S | M | T | W | T | F | S |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

### April

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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

### May

| S | M | T | W | T | F | S |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

### June

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

### July

| S | M | T | W | T | F | S |
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| | | | | | 1 | 2 |
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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 31 | 25 | 26 | 27 | 28 | 29 | 30 |

### August

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

### September

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

### October

| S | M | T | W | T | F | S |
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 30 | 24 31 | 25 | 26 | 27 | 28 | 29 |

### November

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

### December

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

Field #3 DCYAA
Girls Softball
Reserved Dates

2011

Printfree.com Yearly Calendars 2012

### January

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23<br>30 | 24<br>31 | 25 | 26 | 27 | 28 | 29 |

### February

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | | | | | |

### March

| S | M | T | W | T | F | S |
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| | | 1 | 2 | 3 | 4 | 5 |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

### April

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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

### May

| S | M | T | W | T | F | S |
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| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

### June

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| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

### July

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24<br>31 | 25 | 26 | 27 | 28 | 29 | 30 |

### August

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

### September

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

### October

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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23<br>30 | 24<br>31 | 25 | 26 | 27 | 28 | 29 |

### November

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

### December

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Field #4 Adult Softball

Reserved Dates

2011 Printfree.com Yearly Calendars 2012

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Field #5 Adult Softball

Preserved Dates

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**Dana Williams**

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**From:** Tami Jewell [tjewell@sun-herald.com]

**Sent:** Thursday, March 17, 2011 12:07 PM

**To:** mnegley@votedesoto.com

**Cc:** 'Kathryn J. Hill'; mitzie.mcgavic@desotoclerk.com; nkeen@co.desoto.fl.us; sheriffwise@desotosheriff.org; jbrewer@desotobocc.com; Dana Williams; '* Mike Daniels - P.C. Solutions *'; 'Michele Cox - Cox Pest Control'; CB Locksmith Chris Boyland

**Subject:** 2011 Grad Tab

Good Morning!

It's that time of the year again when the Arcadian puts together the special section for the high school graduating class. This year section will be filled with all sorts of senior activites, well wishes and congratulations. Wanted to check with you to see if you want to do your congradulator message again this year? The cost is the same as last year includes process color see below the different sizes and cost. Thank you in advance for the consideration!

1/8 Page $61
1/4 page $108
1/2 page $197
Full page $395

Thank you! :)

Tami Jewell

The Arcadian, Office Manager
Circulation, Classifieds, Legals
Phone 863-494-2434 Ext. 101
Fax 863-494-3533

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# AMENDMENT TO SPECIFIC AUTHORIZATION NO. 11

## City of Arcadia Water Treatment Plant
## Bid and Construction Phase Services

THIS DOCUMENT, executed this _____ day of _____, 2010, is Specific Authorization No. 14 to the Agreement for Professional Services dated September 21, 2010 (hereinafter called the "AGREEMENT"), between the City of Arcadia, a Florida municipal corporation (hereinafter called "OWNER") and Hazen and Sawyer, P.C. (hereinafter called "ENGINEER").

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

WHEREAS, the ENGINEER has sufficiently completed the final design services in order to secure the needed funding for construction of a 1.5 mgd ion exchange water treatment facility to take the place of the City's existing lime softening water treatment facility (under previous Specific Authorization No. 11); and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has issued Permit Number 0077814-035-WC/09 to allow construction of the new facility; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has approved the submitted plans and specifications and has verified the documents are in conformance with the administrative requirements of the Drinking Water State Revolving Fund (SRF) loan program; and

WHEREAS, the OWNER can obtain up to $6.43 in available funds to construct the facility ($1.58M loan, $4.85M grant) which includes allowances for technical and engineer services; and

WHEREAS, the OWNER desires the ENGINEER to provide engineering and technical services related to the bidding and construction of the new facility;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, OWNER and ENGINEER agree as follows:

## BACKGROUND

Background for the description of and purpose for the new facility is contained within Specific Authorization No. 11. The scope of services contained herein is a continuation of the engineering and technical services required to finalize all permitting efforts, revise the design to adjust to certain revised conditions identified after the previous design efforts, assist the OWNER in preparing for and administrating a successful bid of the project, oversee the construction of the facility, and assist the OWNER in startup and operation of the new facility after final completion of the project.

## SCOPE OF SERVICES

The ENGINEER agrees to perform engineering and technical services related to final permitting, bidding, construction, and start-up of the new facility. This authorization will include the following tasks:

**Task Group 1 – Project Administration and Funding Assistance**

ENGINEER will perform the following tasks:

- Provide overall project administration related to finalizing design documents and bidding services for new Water Treatment Plant.
- Assist City to respond to questions by FDEP with respect to loan and grant application.
- Assist City with preparation of FDEP disbursement request.
- Assist City with coordination request of other funding sources for construction of new water treatment plant.
- Permitting Coordination – ENGINEER will submit revised drawings and specifications to permitting authorities and funding agencies in accordance with SRF loan program requirements.

**Task Group 2 – Additional Engineering**

ENGINEER will perform the following tasks:

- Finalize all permitting and notify regulatory authorities of any changes to the approved plans and specification..
- Submit Plans and Specifications to the Building Department – ENGINEER will submit the plans to the Building Department having jurisdiction to obtain comments necessary to secure the required local building permits that will be required to be obtained by the Contractor.
- Value Engineering- ENGINEER shall review plans and specifications to determine if any additional cost saving measures can be taken to reduce construction cost.
- Final Review – ENGINEER will make revisions to the contract documents in response to OWNER's review comments on the design, the ENGINEER's internal quality control review comments, value engineering evaluation, comments received from the Building Department, and as needed to bring the ENGINEER's opinion of probable construction costs for the facility within the OWNER's budget limits.
- Bid Forms and Conditions – ENGINEER will assist the OWNER in finalizing the required bid forms and supplemental conditions to be included in the bid documents to assure that qualified bidders and equipment suppliers are procured and assurances that local and minority work force and qualified firms are utilized in the construction of the project.
- Finalize Opinion of Probable Construction Cost: ENGINEER will update the opinion of probable construction costs based on the updated bid documents to indicate that the project bids will likely be within the OWNER's budget limits.

**Task Group 2 – Bid Services**

ENGINEER will perform the following tasks:

- Pre-Bid Conference and Site Visits: ENGINEER will attend a Pre-Bid Conference and a pre-bid site visit for the potential bidders. The ENGINEER will prepare the agenda for and will direct the conference. The ENGINEER will prepare and give a presentation of the project scope at the conference.

- Bidder's List and Document Distribution: ENGINEER will maintain a log of plan holders, collect fees for and distribute bid documents to interested parties, and distribute Addenda to each plan holder as necessary.

- Respond to Bidder Requests for Information (RFI's): ENGINEER will respond to written Bidder RFI's received during the bid period in the form or written Addenda issued to all plan holders.

- Review Bids: ENGINEER will review the qualifications of the apparent lowest qualified bidder and evaluate the value and completeness of their bid in order to make a recommendation for award of the project by the OWNER. As part of this recommendation, ENGINEER will conduct an investigation of the apparent low bidder's references and resumes of personnel and provide a written summary of the investigation to the OWNER.

- Conformed Documents: ENGINEER will provide Conformed Documents to the OWNER and CONTRACTOR which includes all addenda items issued during the bid period. Conformed Documents will also be submitted to FDEP for approval prior to construction in accordance with SRF loan program requirements.

**Task Group 3 – Construction Services**

During construction of the project, the ENGINEER will provide construction phase services to include the following:

- Pre-Construction/Partnering Conference: The ENGINEER will attend a pre-construction conference with the selected CONTRACTOR and prepare notes of the meeting covering topics discussed and decisions made. The ENGINEER will distribute copies of the meeting notes to all attendees within one week of the meeting date.

- Shop Drawing Review: The ENGINEER will receive submittals from the CONTRACTOR and provide review of submittals within 14 calendar days for any particular submittal. The ENGINEER'S review will be for conformance with the design concept and contract requirements. The ENGINEER will prepare and maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken and date returned. This log will be presented at each construction progress meeting and made a part of the notes.

  The ENGINEER will review or take other appropriate action with respect to material and equipment submittals, shop drawings, samples and other data that the CONTRACTOR is required to submit. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or safety program of the CONTRACTOR. If during

the shop drawing process, the CONTRACTOR requests substitute materials and/or equipment, the ENGINEER will provide a recommendation on the submittal to the OWNER. The Contract Documents will limit the number of re-submittals for a particularly submitted item to one (1) re-submittal. If additional re-submittals are required the CONTRACTOR, as specified in the Contract Documents will be required to pay the additional ENGINEER's review time, unless additional review is required due to reasons beyond the CONTRACTOR's control.

- Request for Information (RFI's): The ENGINEER will receive and respond to CONTRACTOR RFI's for clarification of the contract documents or design intent. The ENGINEER will interpret the meaning of the contract documents and will provide any required clarifications or explanations of the design intent and requirements. All such reviews and replies will be in writing and includes efforts associated with producing documentation necessary (written instructions, sketches, and/or re-issued drawings) for responding to the RFI. Responses will be made within 5 calendar days. The ENGINEER will prepare and maintain a log of all such received requests, noting the date received, subject, resolution and date response was returned to the CONTRACTOR. This log will be presented at each construction progress meeting and made a part of the notes.

- Requests for Proposal (RFP's): The ENGINEER will consult with the OWNER and recommend modifications to the CONTRACT DOCUMENTS when such revisions are necessary due to OWNER request or when unanticipated site conditions are encountered which are identified as the work progresses or as presented in an RFI. For items brought up through an OWNER request for a change in the Contract Documents, the ENGINEER will:
    - record the receipt of each request from the OWNER and discuss the impact of the request on the project time and budget with the OWNER to determine if the request is to be further acted upon
    - prepare sketches or otherwise written description of the necessary changes and transmit the documentation to the CONTRACTOR in the form of an RFP
    - negotiate with the CONTRACTOR regarding the time impact and cost of the proposed contract changes
    - process a change order item to authorize the proposed changes

  For items brought up through discovery of unanticipated site conditions beyond the ENGINEER's control, the ENGINEER will:
    - evaluate actual field conditions as reported by the CONTRACTOR to establish whether a change in the work is required to accommodate such conditions
    - make recommendations to the OWNER in writing at the conclusion of the evaluation and discuss the impact of the differing conditions on the project time and budget with the OWNER to agree on a proposed resolution
    - prepare sketches or otherwise written description of the necessary changes and transmit the documentation to the CONTRACTOR in the form of an RFP
    - negotiate with the CONTRACTOR regarding the time impact and cost of the proposed contract changes
    - process a change order item to authorize the proposed changes

  The ENGINEER will process RFP's in a manner to minimize impact on the project schedule.

- Change Order Preparation: The ENGINEER will assemble and document change order items resulting from RFI's and/or RFP's and submit change order documents to the OWNER for submission for Board approval, including the final closeout change order.

- Project Certification: The ENGINEER will issue a recommendation of substantial completion for the purpose of establishing the starting date for equipment warranties and to establish the date that the OWNER will assume responsibility and the cost of operating such equipment. ENGINEER will certify to FDEP when the project is ready to be operated as intended submitting the required construction completion documents within two days of Contractor's notice that the work is ready to be placed in operation after successful equipment testing.

- Construction Site Visits: The ENGINEER's design team will make periodic site visits, at intervals appropriate to the various construction stages of the work in progress. Such site visits will review materials and equipment being used to determine if work is proceeding in accordance with the contract documents and to provide further protection for OWNER against defects and deficiencies in the CONTRACTOR'S work.

- Substantial Completion: Upon request of the CONTRACTOR for substantial completion status (as verified by the ENGINEER's RPR), the ENGINEER will conduct a review of the work and make recommendation for substantial completion to be approved by the OWNER. If found to be substantially complete, the ENGINEER, with input from the OWNER's personnel, will then generate an official punch list and transmit the punch list to the CONTRACTOR to complete in order to be considered for final completion.

- Final Completion: Once the ENGINEER's RPR verifies that the punch list items have been completed, the ENGINEER will conduct a review of the completed work and make recommendation for final completion to be approved by the OWNER. Subsequent to an acceptable final completion recommendation, the ENGINEER will recommend, in writing, final payment to the CONTRACTOR and give written notice to the OWNER and CONTRACTOR that the work is complete.

**Task 4 – Resident Observation Services**

ENGINEER will provide a Resident Project Representative (RPR) for the duration of construction of the project. The on-site construction observation for the project is assumed to require one full time RPR over an estimated 52 week construction period. RPR will perform the following tasks:

- Progress Meetings: The ENGINEER's RPR will chair, take, and distribute meeting notes of weekly construction progress meetings and other job conferences, as required. Meeting notes will be distributed within 2 days of the meeting date.

- Documentation: Prepare and maintain project documentation, including but not limited to the following:
    - Action Items
    - Testing Requirements and Forms
    - Deficiency/Noncompliance
    - Complaints
    - Project Photos

- Inventory and Verification of Stored Materials
- Completion List Items

- Testing Log: The ENGINEER'S RPR will develop and maintain a testing log to document the date and result of all testing completed on the site during the construction. The log will be presented at each construction progress meeting and make the log a part of the notes.

- Use of Approved Shop Drawings: Advise all parties immediately of the CONTRACTOR's commencement of any work requiring a submittal that has not been approved by the ENGINEER and utilize approved Shop Drawings and issued RFI's to supplement the requirements of the Contract Documents and verify compliance with all supplemental conditions and directions given.

- Daily Observations: Conduct and record on-site observations of the work in progress with such frequency as necessary to verify accuracy and quality of installation and materials installed. Maintain a complete and accurate daily log of activities; fill out Daily Reports of Construction with submittal of reports to the OWNER; take progress photos and provide in bound, dated, and noted format to the OWNER upon request. Submit logs and photos at weekly progress meetings. Daily reports are to include notations of personnel on site, weather conditions, description of work done, and other conditions to completely describe the work activities and conditions for each day.

- Deficiency Reports: Report to the ENGINEER and notify the OWNER any work which is unsatisfactory or faulty, does not conform to the contract documents, is otherwise defective, does not meet the requirements of any observations, tests, or approvals required, or has been damaged prior to final payment. ENGINEER will then advise the OWNER when work should be corrected or rejected, should be uncovered for observation, or requires special testing, inspection by qualified individuals, or approval.

- Visitors: Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the outcome of these inspections and report to the OWNER.

- Coordination of Work: Consult with the CONTRACTOR in advance of scheduled major tests, observations, or start of major phases of the work. Advise OWNER of schedules for and changes to the schedule for testing. Coordinate construction activities with the day to day efforts of operations personnel to maintain uninterrupted, unhindered, and safe work conditions for OWNER staff in their efforts to meet the requirements of the facility's permit limits. Coordinate training activities with designated OWNER staff to set up date and time of training events.

- Pay Applications: Review Applications for Payment from CONTRACTOR for compliance with the established procedure for their submission. The ENGINEER's RPR will perform the following for each monthly payment application by the CONTRACTOR:
  - during the last week of each month, meet with the CONTRACTOR to come to agreement on an acceptable percent complete for each item of work performed that month
  - verify that record drawings have been updated for work completed to date
  - check that appropriate releases of liens are submitted with the current pay request based on the previous month's pay application subcontractor pay items

- verify stored materials inventory has been properly accounted for as to new stored materials received and that previously stored materials that have been installed are removed from the stored materials inventory
- within five (5) days after receipt of the formal application for payment from the CONTRACTOR, ENGINEER's RPR will review the pay application for compliance with the above, have the engineer of record sign the application, and submit the signed application to the OWNER for processing.

- Construction Schedule: The ENGINEER's RPR will provide the OWNER with a monthly update on construction schedule progress, or lack thereof, to maintain the critical path and advise the OWENR of problems with the CONTRACTOR maintaining the schedule. In addition, the ENGINEER's RPR will make recommendation of any action the CONTRACTOR may be required to take to maintain schedule.

- Stored Materials and Quantities: Keep track of quantities placed, including stored materials. Make written recommendation in relation to the schedule of values for work completed and materials stored and equipment delivered to the site but not incorporated into the work.

- Record Drawings: Review the CONTRACTOR's Record Drawings weekly to ensure CONTRACTOR is keeping adequate records as required.

- Completion Lists: Leading up to substantial completion, the ENGINEER's RPR will conduct substantial completion walk through(s) with the CONTRACTOR to determine if the project is ready to be considered for substantial completion. The walk through will result in the preparation of a preliminary list of items (completion lists) to be completed by the CONTRACTOR prior to having the ENGINEER and the OWNER's personnel review the work for substantial completion.

- Punch Lists: After substantial completion has been achieved and the ENGINEER's punch list has been generated, the ENGINEER's RPR will conduct observations of the completed punch list items to verify the work has been completed and the work is ready for final completion. The ENGINEER's RPR will then notify the ENGINEER and the OWNER when all items are complete.

The RPR will not exceed limitations for resident observation services as above set forth herein or take any action not specifically authorized herein or by the COUNTY Project Manager.

The RPR will not undertake any of the responsibilities of the Contractor or subcontractors. The RPR will not advise on or issue directions pertaining to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents. The RPR will not advise on or issue directions about safety precautions and programs about the Contractor's Work. However, if potential unsafe conditions or practices are observed, the RPR is to bring these to the attention of the Contractor. If conditions are not addressed in a reasonable time frame, the RPR is to bring the issue to the attention of the ENGINEER and OWNER. The RPR will not approve any interruptions or modification of the OWNER's facilities without the approval of the OWNER.

It is anticipated that under this Scope of Services, normal construction activities will be based on the CONTRACTOR's Monday through Friday work week, typically 7:30 am to 4:30 pm. Coverage for RPR services, as indicated previously, will normally be over this daily time period while the CONTRACTOR is on-site. For scheduled tie-ins outside this normal daily time period, RPR services will coincide with the CONTRACTOR's schedule which is assumed to remain within a normal 40-hour work week. In the case that extended hours outside the normal 40-hour work week are requested by the CONTRACTOR, the CONTRACTOR will be required to pay the cost of additional RPR time as specified in the Contract Documents. Time beyond a normal 40-hour work week will be paid on a straight time basis (not over-time rate).

**Task 5 – Post Construction Activities**

The ENGINEER will provide the following services subsequent to the substantial completion of the work:

- Startup and Initial Operations: The startup of the system components is the primary responsibility of the CONTRACTOR. The ENGINEER'S technical specifications will require the CONTRACTOR to develop information for performing a Functional Acceptance Test (FAT) for each loop of the instrumentation and controls system. The CONTRACTOR, on a loop-by-loop basis, will demonstrate each function described in the Contract Documents.

  The ENGINEER will review the CONTRACTOR's startup procedures for each system prior to startup. The ENGINEER will observe the CONTRACTOR's startup procedures to verify functional specifications are met.

- Equipment Training: The ENGINEER will review CONTRACTOR prepared training materials in advance of the training (ENGINEER's RPR will coordinate the timing of the training with the OWNER's operations staff in advance of the training). Such training will take place after the approval of the O&M Manual for the equipment, but prior to the actual start-up of the equipment.

  The ENGINEER'S construction specifications will specify a minimum quality and content for the training required, and ENGINEER will review draft agenda and draft training material for compliance. ENGINEER's specifications will require the CONTRACTOR to video record each training event. The ENGINEER will provide spot review of video recordings to verify video/audio recordings are clear and intelligible.

- Operations Monitoring: For a 2 month period following substantial completion of construction, the ENGINEER will schedule the equivalent of one-half day (4 hours) per week in the first month and one (1) day per month for the next three (3) months to visit the site to review operating and maintenance procedures with OWNER's staff and to assure that the facilities are performing in accordance with the design intent. The ENGINEER will prepare monthly reports during this time denoting compliance and/or deficiencies in performance based upon the information gathered during the site visits. ENGINEER will recommend corrective actions if and when required during this period. ENGINEER will document process setpoints and essential operational key points for plant operators to follow and/or update over the life of the facility.

- Equipment Operations and Maintenance (O&M) Manuals: The ENGINEER's contract specifications will require that the CONTRACTOR provide equipment O&M manuals assembled

from manufacturer's literature in 3-ring binder set(s) and the manuals will include original manufacturer's literature, copies of approved shop drawings, and startup, operation, maintenance, and troubleshooting instructions for each new item of equipment furnished. The contract specifications will require the Contractor to submit electronic vendor-prepared O&M manuals for each equipment item. If vendor-prepared electronic O&M manuals are unavailable, the Contractor will be required to supply scanned files, in pdf format, of hard-copy submittals from the equipment vendor. ENGINEER will provide review draft materials to verify compliance. The equipment O&M manual will be required to be prepared in sufficient time to accommodate staff training prior to new equipment startup. The ENGINEER will create an electronic O&M Manual table of contents file with hyperlinks to allow quick and simple retrieval of the approved pdf files of the equipment manuals submitted by the CONTRACTOR.

- Record Drawings: ENGINEER will prepare final record drawings based on CONTRACTOR supplied red-lined drawings and information, approved shop drawings, on site observations and other knowledge regarding field changes, modifications, etc., made during the construction phase of the project. ENGINEER will submit record drawings to FDEP and provide OWNER with an electronic file copy on CD and one signed and sealed copy of the record drawings. Electronic files will be in AutoCAD along with associated plot files. The ENGINEER will not be held responsible for any errors or omissions in the information obtained from others that are incorporated into the record drawings. Record drawings will be submitted prior to ENGINEER'S contract completion in order to support project certification.

## TIME SCHEDULE

Services described herein will commence upon receipt of this executed Specific Authorization by Hazen and Sawyer which shall constitute ENGINEER's Notice to Proceed. The services described above are anticipated to be completed in accordance with the following summary:

The final bid-ready documents and all permit efforts will be complete within ninety (90) calendar days after receipt of the notice to proceed.

It is anticipated that the bidding process will take approximately sixty (60) calendar days after the OWNER has issued the advertisement to bid.

The conformed drawings and specifications will be developed and distributed within ten (10) days following ENGINEER's receipt of the executed front-end documents from the CONTRACTOR.

The ENGINEER will perform construction related tasks in accordance with the Contractor's approved construction schedule. It is anticipated that the construction of the project will take approximately 52 weeks.

The record drawings will be submitted to the OWNER within forty-five (45) calendar days following receipt of the "as-built" drawings from the CONTRACTOR.

## COMPENSATION

The ENGINEER shall be paid in accordance with the Direct Labor Costs Times a Factor as set forth in Article 4.01 of the AGREEMENT. A budget of $625,000 for services under this Specific Authorization,

as broken down in the following table, will not be exceeded without the OWNER's written approval. This results in a total budget of $1,130,000.

| Task Group/Work Task | Compensation |
|---|---|
| Task Group 1- Project Administration | $ 25,000 |
| Task Group 2 – Additional Engineering | $ 80,000 |
| Task Group 3 – Bid Services | $ 25,000 |
| Task Group 4 – Construction Services | $209,000 |
| Task Group 5 – Resident Observation Services | $216,000 |
| Task Group 6 – Post Construction Activities | $ 40,000 |

Services to be rendered under this Specific Authorization are provided in accordance with Articles 3 and 4 of the AGREEMENT. Payment of invoices rendered pursuant to this Specific Authorization shall constitute OWNER's acceptance of the services provided.

## OTHER PROVISIONS

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

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

***WITNESS:***

By: _____

***ENGINEER***
***Hazen and Sawyer***

By: _____
Damann Anderson, PE
Vice President

***APPROVED AS TO FORM AND CORRECTNESS:***

_____
William S. Galvano, City Attorney

***OWNER***
***CITY OF ARCADIA***
Approved by the City Council April 5, 2011

***ATTEST:***

By: _____
Dana L. S. Williams, CMC, City Recorder

By: _____
Robert W. Heine, Mayor

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# Appointment of a

# Board of Adjustment

# is at the request of

# Guardian CRM

# and related to the CDBG grant

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# CITY OF ARCADIA
# REQUEST FOR PROPOSALS
# BANKING SERVICES
# COMMITTEE ENDORSEMENT

March 29, 2011

To: Arcadia City Councilmembers
From: RFP Banking Committee Members

A committee, comprised of City Administrator Dr. Lawrence Miller, Assistant Administrator Judith Jankosky, and Finance Director Jorge Santana, reviewed the RFPs submitted by First State Bank of Arcadia, Seacoast National Bank, Bank of America, and SunTrust Bank and equally graded them using the three following points to determine the best overall proposal.

First, the return on the investment maintained within the account structure.

Second, the total cost associated with maintaining the account structure.

Third, the volume of services that would be provided by the proposal.

Each was graded at 33 1/3 to establish an overall grade of 100.

The conclusion reached by the three banking committee members was that Seacoast National Bank scored the highest score based on the evaluating points outlined above.

This committee recommends that the Arcadia City Council vote to change the Operating Bank Account from Bank of America to Seacoast National Bank.

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MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, Assistant City Administrator

DATE: March 30, 2011

SUBJ: Arcadia Airport RFQ 2010-05 General Agreement for Professional Services

RECOMMENDED MOTION: Approve the Agreements for Professional Services with Hanson Professional Services, Inc., C&S Engineers, Inc., and Kimley-Horn and Associates, Inc.

Attached are the general agreements for professional services for the above three noted Consultants. These agreements do not authorize any work, work product or payment of any kind – please take note of the last line on page 1 of the agreement that wraps to page 2. These agreements are general guidelines as to how the City and the Consultant will interact with each other once a project is initiated, funding has been pledged by the FAA or FDOT and accepted by Council, and the work authorization is approved by Council and submitted to a Consultant.

The fourth Consultant, LPA Group, has not returned their Agreement as of March 30, 2011.

Attached to each of the agreements, will be identical* Exhibits A – F as described on page two of agreement. For the sake of brevity, only one "set" of exhibits is attached here.

* The only exception to the identical exhibits is on Exhibit "E" the Cost Plus Fixed Fee Factor is as follows:

- For C&S Engineers, Inc., "the factor for 2011 fiscal year" described in paragraph 1 is not listed as there is none.
- For Kimley-Horn and Associates, "the factor for 2011 fiscal year" described in paragraph 1 is 3.2.
- For Hanson Professional Services, the factor described in paragraph 1 is 2.8523, however they are using a factor from fiscal year 2009.

# AGREEMENT FOR PROFESSIONAL SERVICES
# BETWEEN
# CITY OF ARCADIA
# AND
# HANSON PROFESSIONAL SERVICES INC.

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This Agreement is made and entered into this ____ day of _____ , 2011 by and between the **CITY OF ARCADIA**, hereinafter referred to as the Owner and **HANSON PROFESSIONAL SERVICES INC.** hereinafter referred to as the Consultant.

**W I T N E S S E T H :**

WHEREAS, the Owner intends to initiate various planning, design, engineering and environmental projects and construct certain airfield, landside, and terminal improvements over the next five years, more or less, at Arcadia Municipal Airport, referred to as the Project, each of which will be described in future work authorization; and,

WHEREAS, the Owner may require other general consulting services in the conduct of its business over the period of this Agreement, which will be described in future work authorizations; and,

WHEREAS, based on its recent Consultant evaluation and subsequent representations by the Consultant made in its Statement of Qualifications of November 29, 2010, the owner has determined that the Consultant is qualified to perform the various described tasks and work of the projects, and the Owner desires to retain the services of the Consultant to perform the work herein described.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The Consultant shall, upon receipt of each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the attached Exhibits "A", "B", and "C", General Provisions, as may be required in said Work Authorizations.

The Owner, in consideration of the performance of the Consultant's undertakings under this Agreement, pursuant to Work Authorizations fully executed by the Owner and Consultant, shall pay the Consultant the consideration determined in each Work Authorization; which consideration shall constitute complete payment for all services furnished in connection with the work required to be performed under the Work Authorization.

Nothing herein shall be construed to require any payment to Consultant by Owner except as

expressly provided for, and agreed to, in future work authorizations.

The following Exhibits are attached to and made part of this Agreement:

A. "General Provisions for General Consulting Services"
B. "General Provisions for Airport Planning and Environmental Services"
C. "General Provisions for Airport Engineering Services"
D. "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative"
E. "Payment and Miscellaneous Provisions"
F. "Sample Work Authorization"

This Agreement shall apply to all projects initiated within five years, more or less, after the effective date of the first Work Authorization.

This Agreement, together with the Exhibits identified above and subsequent Work Authorizations, constitute the entire agreement between the Owner and the Consultant and supersedes all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. This Agreement and said exhibits shall be hereafter referred to as the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**CITY OF ARCADIA**

ATTEST:_____ BY: _____

TITLE:_____

**HANSON PROFESSIONAL SERVICES INC.**

ATTEST: Nancy Simmons BY: _____

TITLE: Sr. Vice President

# AGREEMENT FOR PROFESSIONAL SERVICES
# BETWEEN
# CITY OF ARCADIA
# AND
# KIMLEY-HORN AND ASSOCIATES, INC.

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This Agreement is made and entered into this ____ day of _____ , 2011 by and between the **CITY OF ARCADIA**, hereinafter referred to as the Owner and **KIMLEY-HORN AND ASSOCIATES, INC.**, hereinafter referred to as the Consultant.

**W I T N E S S E T H :**

WHEREAS, the Owner intends to initiate various planning, design, engineering and environmental projects and construct certain airfield, landside, and terminal improvements over the next five years, more or less, at Arcadia Municipal Airport, referred to as the Project, each of which will be described in future work authorization; and,

WHEREAS, the Owner may require other general consulting services in the conduct of its business over the period of this Agreement, which will be described in future work authorizations; and,

WHEREAS, based on its recent Consultant evaluation and subsequent representations by the Consultant made in its Statement of Qualifications of November 29, 2010, the owner has determined that the Consultant is qualified to perform the various described tasks and work of the projects, and the Owner desires to retain the services of the Consultant to perform the work herein described.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**CITY OF ARCADIA**

ATTEST:_____ BY: _____

TITLE:_____

**KIMLEY-HORN AND ASSOCIATES, INC.**

ATTEST:_____ BY:_____

DAVID R. BARDT, P.E.
TITLE: Sr. Vice President

# AGREEMENT FOR PROFESSIONAL SERVICES
# BETWEEN
# CITY OF ARCADIA
# AND
# C&S ENGINEERS, INC.

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This Agreement is made and entered into this ____ day of _____ , 2011 by and between the **CITY OF ARCADIA**, hereinafter referred to as the Owner and **C&S ENGINEERS, INC.**, hereinafter referred to as the Consultant.

**W I T N E S S E T H :**

WHEREAS, the Owner intends to initiate various planning, design, engineering and environmental projects and construct certain airfield, landside, and terminal improvements over the next five years, more or less, at Arcadia Municipal Airport, referred to as the Project, each of which will be described in future work authorization; and,

WHEREAS, the Owner may require other general consulting services in the conduct of its business over the period of this Agreement, which will be described in future work authorizations; and,

WHEREAS, based on its recent Consultant evaluation and subsequent representations by the Consultant made in its Statement of Qualifications of November 29, 2010, the owner has determined that the Consultant is qualified to perform the various described tasks and work of the projects, and the Owner desires to retain the services of the Consultant to perform the work herein described.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The Consultant shall, upon receipt of each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the attached Exhibits "A", "B", and "C", General Provisions, as may be required in said Work Authorizations.

The Owner, in consideration of the performance of the Consultant's undertakings under this Agreement, pursuant to Work Authorizations fully executed by the Owner and Consultant, shall pay the Consultant the consideration determined in each Work Authorization; which consideration shall constitute complete payment for all services furnished in connection with the work required to be performed under the Work Authorization.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**CITY OF ARCADIA**

ATTEST:_____ BY: _____

TITLE:_____

**C&S ENGINEERS, INC.**

ATTEST:_____ BY:_____
Bruce W. Clark

TITLE: Regional Manager

# EXHIBIT "A"

## GENERAL PROVISIONS FOR GENERAL CONSULTING SERVICES

This is an exhibit attached to and made a part of the Agreement dated _____, 2011 between the Owner and the Consultant for General Consulting Services. For elements of the Project described in the referenced Agreement, the Consultant shall perform professional services in accordance with acceptable engineering and surveying practices. These services shall be the limits of the Consultant's responsibility under this Agreement.

### SECTION I - SERVICES

The services to be provided under this section are undefined, general in nature, and only required periodically by the Owner.

The Consultant shall take direction from the Owner regarding each of the issues covered under this section. Typical services anticipated might include: program formulation; cost estimation; application preparation; presentation preparation; coordinating meetings with local, state, and federal officials; site visits; facility inspection; obstruction surveys; property surveys; or other services requested by the Owner that are not otherwise directly associated with a current project.

### SECTION II - MISCELLANEOUS PROVISIONS

1. Exhibit "E", Payments and Miscellaneous Provisions, specifies requirements for payments to Consultant, Owner's responsibilities, other miscellaneous and FAA mandatory provisions.

2. The Consultant shall not be allowed to substitute project team members represented for the five-year assignment without the prior written permission of the Owner. Substitution may, in the sole opinion of the Owner, be grounds for termination of this contract.

## END OF EXHIBIT "A"

# EXHIBIT "B"

## GENERAL PROVISIONS FOR AIRPORT PLANNING AND ENVIRONMENTAL SERVICES

This is an exhibit attached to and made a part of the Agreement dated _____, 2011 between the Owner and the Consultant for professional consulting services. For elements of the Project described in the referenced Agreement, the Consultant shall perform professional services as hereinafter described, which shall include customary planning, environmental, and auxiliary services incidental thereto. These services, when performed in accordance with acceptable practices, shall be the limits of the Consultant's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various services for airport planning and environmental projects required under this Agreement. The Consultant under each duly executed Work Authorization shall perform work required to accomplish the intent of such Authorization, and unless otherwise specifically prescribed therein, shall perform the required services in accordance with the following requirements.

### SECTION I - SERVICES

A. Basic and Special Services for planning projects will be reviewed in advance with the Owner and set forth in each Work Authorization. FAA approval of scope will be obtained for FAA funded items and tasks.

B. The amount of compensation and method of payment will be established when each planning Work Authorization is developed and presented for approval.

C. At the written request of the Owner, the Consultant shall accomplish such special services as required by the Owner to complete the Project. At the option of the Owner, special services may be provided by the Owner through contracts with other professionals or may be provided by the Consultant. When the Consultant is requested to provide special services, such services may be provided by the Consultant's own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the Owner before the work is initiated. (Owner's approval of Consultant's Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract.) Special services which may be requested include, but are not necessarily limited to the following:

1. Soils and materials investigations including test borings, laboratory testing of soils and materials, and related analyses and recommendations;

2. Reproduction of additional copies of reports and other documents above the specified number described in each work authorization;

3. The accomplishment of special surveys and investigations, such as aerial photography and mapping, and the preparation of special reports and drawings as may be requested or authorized in writing by the Owner in connection with the Project;

4. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps; and,

5. Special environmental studies including biotic studies, historical and archaeological studies, noise studies and other related work.

**SECTION II - MISCELLANEOUS**

1. Exhibit "E", Payments and Miscellaneous Provisions, specifies requirements for payments to Consultant, Owner's responsibilities, other miscellaneous and FAA mandatory provisions applicable to Planning Projects.

END OF EXHIBIT "B"

# EXHIBIT "C"

## GENERAL PROVISIONS FOR AIRPORT ENGINEERING SERVICES

This is an exhibit attached to and made a part of the Agreement dated _____, 2011, between the Owner and the Consultant for professional consulting services. For elements of the Project described in the referenced Agreement which are primarily engineering projects, the Consultant shall perform professional services as hereinafter described, which shall include customary civil, structural, mechanical, and electrical engineering services. These services, when performed in accordance with acceptable engineering practices, shall be the limits of the Consultant's responsibility under this Agreement.

These General Provisions set forth the general requirements for the performance of the various services for airport development projects required under this Agreement. The Consultant under each duly executed Work Authorization shall perform work required to accomplish the intent of such work authorization, and unless otherwise specifically prescribed therein, shall perform the required services in accordance with the following requirements.

### SECTION I - BASIC SERVICES

A. Basic Airport Engineering Services will generally be completed in four (4) phases:

1. Preliminary design phase;
2. Final design phase;
3. Bidding phase; and
4. Construction phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project. Additional services may be added as mutually agreeable to Owner and Consultant. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Preliminary Design Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Items of work for this phase of a project include:

1. Conferring with the Owner on project requirements, finances, schedules, early phases of the Project, and other pertinent matters; and meeting with concerned agencies and parties on matters affecting the Project;

2. Advising Owner as to the necessity of providing or obtaining from others data services of the types described in Section II such as, but not limited to field surveys, soil borings, aerial mapping and laboratory testing. At Owner's option,

services may be provided by the Owner through direct contracts with other professionals or may be provided by the Consultant in accordance with Exhibit "E", Payments and Miscellaneous Provisions, Section 1.2; and,

3. Developing design schematics, sketches, project recommendations, and preliminary layouts and cost estimates.

C. Final Design Phase

After authorization to proceed with the Final Design Phase, Consultant shall, on the basis of the accepted Preliminary Design documents and the construction budget authorized by Owner:

1. Prepare necessary engineering reports and recommendations;

2. Prepare detailed plans, specifications, and cost estimates;

3. Print and provide necessary copies for in-house production of engineering drawings and contract specifications;

4. Advise Owner of any adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the Project, or market conditions. Furnish to Owner a revised opinion of probable construction costs based on the Final Drawings and Specifications;

5. Prepare for review and approval by Owner, its legal counsel and other advisors, necessary. Bidding information, bidding forms, the Conditions of the Contract and the form of Agreement between the owner and Contractor; and,

6. Distribute documents for approval to FAA, Owner, State, and other regulatory agencies.

D. Bidding Phase

After authorization to proceed with the Bidding Phase, Consultant shall:

1. Assist the Owner in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services, and where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents;

2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents (changes requested by Owner after approval of 95% documents will be an additional service);

3. Distribute sets of Bidding Documents to Prospective Bidders and plan offices (Dodge and AGC) during the Bidding Phase.

4. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

E. Construction Phase

1. The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance by the Owner of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work, but if so stated by Work Authorization, may be extended under the terms of Section II "Special Services";

2. Consultant shall attend and administer the preconstruction conference;

3. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:

   a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Consultant shall keep Owner informed of the progress of the work;

   b. If Owner requests more extensive site representation than is described in 3.a above, Consultant will provide a Resident Project Representative(s) as a Special Service;

   c. Consultant shall not during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)'s work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents;

4. Defective Work: During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' work while it is in progress if consultant believes that such work will not produce a completed Project that conforms generally to the contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents;

5. Interpretations and Clarifications: Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required;

6. Shop Drawing: Consultant shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto;

7. Substitutes: Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section II, paragraph 21;

8. Inspections and Tests: Consultant shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents);

9. Disputes between Owner and Contractor: Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith;

10. Applications for Payment: Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

    a. Consultant shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such

recommendations of payment will constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work$_1$ Consultant's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents);

b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Consultant's review of Contractor(s)' work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what proposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

11. Contractor(s)' Completion Documents: Consultant shall receive and review maintenance and operating instructions; schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments;

12. Inspections: Consultant shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable to Owner, FAA and other governing agencies so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the work is acceptable (subject to any

conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph E.10.b; and,

13. Limitation of Responsibilities: Consultant shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs E.1 through E.12 inclusive, shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

## SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by Owner, Consultant shall accomplish such special services of the following types that are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At Owner's option, services may be provided by the Owner through direct contracts with other professionals or may be provided by the Consultant. When the Consultant is requested to provide special services, such services may be provided by the Consultant's own forces or through subcontracts with other professionals; however, contracts with other professionals for special services must have the approval of the Owner before the work is initiated (Owner approval of Consultant's Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract.) Special services will be paid for by Owner as indicated in each Work Authorization in addition to the compensation for Basic Services described herein.

1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner; commonly referred to as A/E survey.

3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules

regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond Consultant's control;

4. Providing renderings or models for Owner's use.

5. Preparing to serve or serving as a consultant or witness for Owner in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

6. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.

7. Quality assurance testing during construction.

8. Furnishing services of a Resident Project Representative/Inspector to assist Consultant in observing performance of the work of Contractor(s).

9. Preparation of Disadvantaged Business Enterprise Program.

10. Cost accounting services, grant administration, and grant closeout.

11. Reproduction and postage of reports, contract documents and specifications to FAA, Owner, Contractor, regulatory agencies, prospective bidders, and plan rooms.

12. Services in connection with work directive changes and change orders to reflect changes requested by Owner if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

13. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

14. Services resulting from delays beyond the control of Consultant.

15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor, or (5) other causes beyond Consultant's control.

16. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

17. Services after issuance to the Owner of the final certificate for payment or in the absence of such certificate, more than 30 days after the date of Substantial Completion of the Work.

18. Provide assistance in the closing of any financial or related transaction for the Project.

19. Provide assistance in connection with the refining and adjusting of any equipment or system.

20. Preparation of a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Consultant and which Consultant considers significant.

21. Operational Phase Services:

    a. Provide assistance in connection with the refining and adjusting of any equipment or system.

    b. Assist Owner in training Owner's staff to operate and maintain the Project.

    c. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

## SECTION III – MISCELLANEOUS PROVISIONS

1. **Exhibit "E", Payments and Miscellaneous Provisions,** specifies requirements for payments to Consultant, Owner's responsibilities, other miscellaneous and FAA mandatory provisions.

END OF EXHIBIT "C"

# EXHIBIT "D"

## DUTIES RESPONSIBILITIES AND LIMITATIONS OF RESIDENT PROJECT REPRESENTATIVE/INSPECTOR (RPR)

A. General: Resident Project Representative/Inspector (RPR) will be the Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR actions. RPR's dealings in matters pertaining to the onsite work shall in general be only with the Consultant and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with Owner will be only through or as directed by Consultant.

B. Duties and Responsibilities of RPR:

1. Schedules: Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with the Consultant concerning acceptability.

2. Conferences and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings and other conferences as required in consultation with Consultant and notify those expected to attend in advance. Prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as the Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist the Consultant in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's onsite operations.

   b. As requested by the Consultant, assist in obtaining from the Owner additional details or information, when required at the job site for proper execution of the work.

4. Shop Drawings and Samples:

   a. Record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify the Consultant of their availability for examination.

   b. Advise the Consultant and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the Consultant.

5. Review of Work, Rejection of Defective Work, Inspection and Tests:

   a. Conduct onsite observations of the work in progress to assist Consultant in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.

   b. Report to the Consultant whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment, and advise the Consultant when he believes work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval.

   c. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted as required by the contract documents and in presence of the appropriate personnel, and that Contractor maintains adequate records thereof, observe, record, and report to the Consultant appropriate details relative to test procedures and startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.

6. Interpretation of Contract Documents: Transmit to Contractor, Consultant's clarifications and interpretations of the contract documents.

7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.

8. Records:

   a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders additional drawings issued subsequent to the execution of the contract, Consultant's clarifications and interpretations of the contract documents, progress reports and other project related documents.

   b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to Contractor's questions or extras or deductions, quantities of materials installed on the Project, list of visiting officials and representatives of manufacturers, fabricators, suppliers, and distributors, daily activities, decisions, observations in general and specific observations

in more detail as in the case of the observing test procedures. Send copies to the Consultant.

c. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. Reports:

a. Furnish to Consultant, Owner, and the Federal Aviation Administration periodic reports which are required of the progress of the work and contractor compliance with the approved progress schedule and schedule of shop drawing submissions.

b. Consult with the Consultant in advance of scheduled major tests, inspections, or start of important phases of the work.

c. Report immediately to the Consultant upon the occurrence of any accident.

d. Review and certify Contractor's payroll submittals for compliance with Federal law pertaining to classification and wage rates.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Consultant, noting particularly their relation to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to the Consultant for his review and forwarding to Owner prior to final acceptance of the work.

12. Completion:

a. Before the Consultant issues a Certification of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.

c. Verify that all items on final list have been completed or corrected and make recommendations to the Consultant concerning acceptance.

C. Limitations of Resident Project Representative's/Inspector Authority

Except upon written instructions of the Consultant, RPR:

1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.

2. Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.

3. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the work.

4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.

5. Shall not issue directions as to safety programs in connection with the work.

6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.

7. Shall not authorize the Owner to occupy or utilize the Project in whole or in part, without the approval of Consultant.

8. Shall not participate in specialized field or laboratory tests, or inspections conducted by others except as specifically authorized by Consultant.

END OF EXHIBIT "D"

# EXHIBIT "E"

## PAYMENTS AND MISCELLANEOUS PROVISIONS

**SECTION I - PAYMENTS TO THE CONSULTANT**

The Owner agrees to compensate the Consultant for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and not prohibited by the laws of the State of Florida.

The method of payment and the amount of payment for specified services shall be detailed in each Work Authorization. The receipt of an approved Work authorization will constitute the Consultant's Notice-to-Proceed.

Unless otherwise approved in writing, the Consultant is not to undertake any work prior to the receipt of an approved Work Authorization executed by the Owner.

1. Cost Plus Fixed Fee

Under this method of payment, the Consultant's compensation will be equal to direct hourly cost times a factor. The factor for 2011 fiscal year is _XXXX_. This will be adjusted annually to reflect the auditable overhead and direct non-salary expenses. The cost may be more or less than estimated, but the fixed fee will neither increase nor decrease, unless there is a change in the scope, complexity, or duration of the work. In that event, the fixed fee would be subject to re-negotiation. Should the total cost be more than the estimated budget in an approved Work Authorization, a supplemental Agreement covering the additional costs of the particular task in question will be prepared by the Consultant and submitted to the Owner for review and approval. If work is eligible for FAA funding, prior approval of FAA will be obtained.

2. Hourly Fee Schedule and Subconsultants

Under this method of payment, the Consultant's compensation will be based on actual hours worked, by discipline, times the then current fee schedule, plus direct non-salary expenses, including the direct costs of subconsultants plus a lump sum administrative fee computed to equal fifteen percent (15%) of the subconsultant subcontract amount. The hourly fee schedule will only be utilized for specific minor items of work performed as special services. If work is eligible for FAA funding, prior approval of FAA will be obtained.

3. Lump Sum

For work that can be defined and delineated in advance payment to the Consultant will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and Consultant will

prepare and submit a supplemental Work Authorization for Owner approval. If work is eligible for FAA funding, prior approval of FAA will be obtained.

4. General

Payments to the Consultant on account of the above fees are payable upon receipt and are past due thirty (30) days after the date of invoices. Amounts not paid within 30 days of invoice date are delinquent and Owner agrees to pay a late payment fee in the amount of 1% per month, per Florida Statutes 218.74 "Prompt Payment Act" on any unpaid amount for each month, or fraction thereof, that such payment is delinquent.

5. The following definitions will apply to the payments for services.

a. Salary Cost - For purposes of this Agreement, direct salary cost is defined as the cost of salaries of engineers, draftsmen, surveyors, stenographers, clerks, etc. for the time directly chargeable to the Project.

b. Overhead - For the purpose of this Agreement, overhead shall be as described in FAA Advisory Circular 150/5100-14D as amended. For billing under the cost plus fixed fee method of payment, overhead as defined herein shall be direct salary cost times the current overhead rate of the Consultant when the Work Authorization is signed.

c. Direct Non-Salary Expenses - These generally include items of expense directly chargeable to the Project and substantiated by appropriate documentation. Typical items may include the cost of subconsultants, living and traveling expenses of employees, communications expense, postage, reproduction, computer time, identifiable supplies and other items that can be identified with the Project.

It is understood and agreed that Consultant customarily revises its direct hourly payroll periodically, and, subject to the approval of Owner and FAA as applicable, such revisions shall apply to payments by Owner pursuant to this Agreement.

The Owner shall make the aforementioned payments pursuant to written statements submitted by the Consultant to the Owner. Said statements shall describe the services performed by the Consultant, itemize the fees and charges corresponding to approved Work Authorizations, and provide such supporting documentation as may be required by the Owner. The Consultant agrees to permit the Owner and its representatives to enter upon the Consultant's premises to audit the Consultant's books and records to verify fees and charges payable hereunder. The Consultant agrees to keep books and records in satisfactory form and content to permit such audit and verification, for such period of time as may be required by applicable regulations, but not less than three years.

**SECTION II MISCELLANEOUS PROVISIONS**

A. Estimates:

1. Since the Consultant has no control over the cost of labor and materials or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the Consultant does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project Construction cost.

B. Extra Work:

1. It is mutually understood and agreed that the Owner will compensate the Consultant for services resulting from significant changes in general scope of the Project or its design, but not necessarily limited to, changes in size, complexity, project schedules; character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the Consultant's control and when requested and authorized by the Owner. Compensation for such extra work when authorized by the Owner shall be established in each Work Authorization Consultant shall promptly notify Owner in writing of all extra work or cost variations on the Project prior to undertaking said work.

C. Reuse of Documents:

1. All documents including drawings and specifications prepared by the Consultant pursuant to this Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other Project. Any reuse without written verification will be at Owner's sole risk and with no liability or legal exposure to Consultant. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Owner and Consultant.

   Notwithstanding these provisions it is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data, prepared or obtained by the Consultant in connection with its services hereunder shall be delivered to and shall become the property of the Owner prior to the final payment to the Consultant. The Consultant shall not be liable for any use by the Owner of said documents or data if modified in any manner without written approval of the Consultant.

D. Responsibility of the Consultant:

1. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Consultant under this Agreement.

2. Approval by the Owner and the FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the Owner or FAA but not to the Consultant.

3. The Consultant shall not be responsible for any time delays in the Project caused by the loss or destruction of any portion of the Project including, but not limited to, fire, theft, smoke, storm, vandalism, sudden or accidental damage from irregularities in electrical current, or any other circumstance beyond the Consultant's control.

E. Responsibility of Owner:

As a part to this Agreement, the Owner shall:

1. Make available for the Consultant's use all record drawings, maps, information as to unusual conditions or practices affecting the Consultant's services, soil data, etc., that are readily available to the Owner.

2. Designate a person to act with authority on the Owner's behalf and respond in a timely manner to submission by the Consultant providing approvals and authorizations as appropriate so that work may continue at a normal pace.

3. Pay all costs associated with special services authorized by the Owner and all costs associated with obtaining bids from Contractors, including but not limited to cost of printing, postage and public notice of advertisement.

4. Furnish such accounting, insurance and legal counseling services as Owner may require for this Project. Obtain advise of an attorney, insurance counselor or other consultants as Owner deems appropriate for examination of the Contract Documents prepared by Consultant.

5. Pay all costs incidental to compliance with requirements of these paragraphs 1 through 4.

F. Termination:

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party provided that no such termination may be effected unless the other party is given:

   a. Not less than 10 calendar days written notice of intent to terminate; and,

   b. An opportunity for consultation with the terminating party prior to

termination.

2. Upon receipt of a termination notice, the Consultant shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

3. If this Agreement is terminated by either party, the Consultant shall be paid for services rendered pursuant to this Agreement. If termination of the Agreement occurs at the conclusion of one phase and prior to authorization of the Owner to begin the next phase, payment by the Owner of the completed phase shall be considered full compensation due the Consultant. If the Agreement is terminated by the Owner for default of the Consultant the amount due the Consultant may be adjusted to the extent of any additional costs reasonably incurred by the Owner as a result of the Consultant's default.

G. Audit Access to Records:

1. The Consultant shall maintain books, records, documents, and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principals and practices. The Owner, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly appointed representatives shall have access to any books, documents, papers, records, and other evidence for the purpose of examination, audit, excerpts, and transcriptions.

2. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three years after the Owner makes final payment and all other pending matters are closed.

H. Headings

1. The headings of the Exhibits, Sections, Schedules, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Exhibits, Sections, Schedules, and Attachments

## SECTION III - MANDATORY FAA PROVISIONS

A. Title VI Assurances (AC 15015100-14B Appendix 1):

During the performances of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are being incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race color, national origin or sex in the selection and retention of subcontractors, including procurement of materials and of leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the contract covers a program set forth in Appendix "B" of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the owner or the Federal Aviation Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of

paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Disadvantaged Business Enterprise (DBE) Assurances:

1. Policy: It is the policy of the DOT that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

2. DBE Obligation: The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race color, national origin, or sex in the award and performance of DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions of the Owner's DBE program as amended from time to time.

C. Trade Restriction Certification:

The contractor or subcontractor, by submission of an offer and/or execution of a contract certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
3. has not procured any product nor subcontracted for the supply or any product for use in the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**END OF EXHIBIT "E"**

EXHIBIT "F"

**SAMPLE WORK AUTHORIZATION**

**CITY OF ARCADIA**

**Work Authorization for Professional Services**

| | |
|---|---|
| _____ | _____ |
| (Project Identification No.) | (Work Authorization No.) |

It is agreed to undertake the following work in accordance with the provisions of our Prime Agreement for Professional Services dated _____, 2011.

Description of Assignment:

_____

Basis of Compensation/Period of Services:

_____

Agreed as to scope of services, time schedule, and budget*:

| | |
|---|---|
| _____ | _____ |
| For CITY OF ARCADIA | C&S ENGINEERS, INC.. |
| Date: _____ | Date: _____ |

Attachment: Supporting Data for Budget

* Budget will not be exceeded without a Supplemental Work Authorization.

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This item is being reviewed

by Skydive Maryland, Inc.

attorneys and has not been

received back at the time of

packet assembly.

It will be provided to you

either Friday or Monday.

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Hickson Funeral Home
142 South Orange Avenue
Arcadia, Florida 34266
Phone (863) 494-2920
Fax (863) 494-6593
(Notary Public)
EUGENE HICKSON, SR., Owner
EDWARD T. HICKSON
Licensed Funeral Director and Embalmer

Agenda Item #15
"Service Is Our Business"

March 18, 2011

To The Honorable Mayor and Council Member of the City of Arcadia.

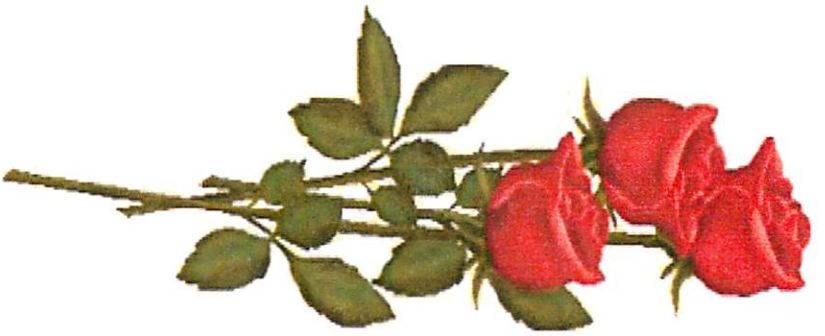
I, The Honorable Eugene Hickson, Sr. would like to be placed on the Agenda for the First Meeting in April to request that Orange Avenue from Gibson Street to MLK Street be named honoring me, Eugene Hickson, Sr. Blvd. You will find Enclosed my History and Contributions.

Respectfully Yours,

Eugene Hickson, Sr.

Eugene Hickson, Sr.

*GIVE ME MY FLOWERS*
*WHILE I YET LIVE*
*SO THAT I CAN SEE THE BEAUTY*
*THAT THEY BRING*



*THE SERVICES AND CONTRIBUTIONS*
*Of*
***THE HONORABLE EUGENE HICKSON, SR.***
*TO*
*THE CITY OF ARCADIA AND DESOTO*
*COUNTY*

***Eugene Hickson, Sr.*** was born in rural Limestone Florida June 10, 1930. He is a *1948* graduate of Smith Brown High School and a 1952 graduate of Gupton Jones College of Mortuary Science Nashville, Tennessee where he graduated Cum Laude M.S. Degree Mortuary Science.

In 1954 Hickson became a Mason at the K.P. Hall on the comer of Manatee Avenue and Palmetto Street which was the meeting place under the Wishful Master George Williams for the lodge that was West Star Lodge #102.

In 1955 Hickson went to Winter Haven Florida and found Mr. John Cunningham (A Building Contractor) who had taught at Smith Brown School to get him to build him a house on South Orange Avenue which was the first concrete home to be built in the Black Community of Arcadia Florida. Later, this same contractor came back to Arcadia, and built the Masonic Lodge which is located on Orange Avenue South of Hickson Funeral Home. Years Later Hickson became a 32 degree Mason in Arcadia and Ft. Myers which was the meeting place. He also became a Shriner whose headquarters was in Tampa, Florida.

Hickson and his wife purchased the funeral home in 1960 from his grandmother which is now the oldest continuous operated Funeral Home in Desoto County He is a member and Deacon of Elizabeth Baptist Church where he served as assistant treasurer, a trustee and Chairman of the building fund for the new Elizabeth Baptist Church and he's a member of the Florida Morticians Association where he serves on the Executive and former Chairman of 2nd Regional District.

Hickson was the first black elected to the post of city councilman September 7, 1971 in the city of Arcadia, FL. He served for years as Vice-Mayor prior to being elected Mayor October 1, 1979 and was reelected Mayor October 1, 1981 and again re-elected on October 4, 1983.

Hickson reason for deciding to enter the political race and run for a city councilman's seat was for a chance to do something for his people and the community.

In 1979 while serving as Mayor he requested to the city council to apply for a Community Development Block Grant and it was denied because the city at that time had no one available to administer the program. Hicksons reason or purpose for requesting for the Community Development Block Grant was to renovate sub standard homes and build new homes in the community of the 85% that were in the black community. After being denied he attended several workshops in Tampa, Florida and Orlando, Florida on weekends seeking further information. Several months passed and finally he was able to present

again his request to the City Council to hire a Grantsman to apply for grants and administer the program which was this time accepted by the council.

Seeing there was no integration in city government for the city of Arcadia, Hickson made a request to each city department head starting at the City Recorders office, Margaret Way to hire a full time Black Secretary then to Fire Chief, City Marshall, Police Department for a dispatcher, Planning and Zoning Board and Housing Authority. His request was granted thus in each of those department a black was hired or appointed.

Other endeavors were traveling to Washington D.C. and Miami FL. along with another councilman enable them to apply for a grant to pave the City's airport which was a successful effort. And finally while on the council the city applied for the building of a new Sewer Plant, and sidewalks were constructed in the city.

He also worked for the Arcadian for 20 years as a printer under 3 different owners Reese, Ebersole, and Hackney. He was treasure for 30 years for the Desoto County NAACP branch of Arcadia, FL.

Hickson ended his tenure with 22 yrs of service as a City Councilman, and takes great pride for the fact that he was **The Bridge Builder of Politics in the City of Arcadia, Florida.**

As you ride through the Black Community today, one can see the benefits of his efforts of success of the Community Development Block Grant which is still being secured in the city of Arcadia, Florida. He was instrumental in helping to get built two churches in Arcadia, which is the two largest in the black community. The Elizabeth Missionary Baptist Church on South Orange Ave, and The House of God Church on Alabama Ave.

Lastly, for 55 years he has been married to Verlene Stebbins Hickson an Elementary Education Teacher and a 1955 graduate of Florida A&M University, Tallahassee, Florida, she is Co- Owner, Registrar and Notary for their business Hickson Funeral Home. A pillow in this community for 50 years serving with dignity, class, and pride regardless to race, creed, or color. A Christian, devoted Businessman best describes Eugene Hickson, Sr. A parent of three children Eugene Jr. (deceased) Vergena Hickson Faust and Edward Tyrone Hickson proud grandparents and great grandparents.

Hickson the First Black Mayor of the City of Arcadia in October, 1979 would like to Thank Mrs. Betty Coone the First Black Lady to be hired as Secretary at City Hall, City of Arcadia October 1979 and worked continously until Retiring October 2010 a Total of 31 Years.

Thanks to Mrs. Carolyn Thomas for being the first Black Lady to be hired at First Federal Bank of DeSoto County in 1975. At that time there was only 2 Banks in Arcadia. She is presently Employed at Wachovia Bank of Arcadia as a Financial Specialist.

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*City Marshal*
*Charles J. Lee*

*State of Florida*
*City of Arcadia*

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

**TOTALS FOR THIS REPORT PERIOD: MARCH 2011**

| | | | |
|---|---|---|---|
| **ARREST ACTIVITIES** | | | |
| FELONY ARREST | 12 | MISDEMEANOR ARREST | 38 |
| JUVENILE ARREST | 4 | TRAFFIC ARREST | 5 |
| WARRANT ARREST | 2 | | |
| **TRAFFIC ACTIVITIES** | | | |
| ACCIDENT REPORTS | 37 | TRAFFIC CITATIONS | 118 |
| PARKING CITATIONS | 13 | WARNING CITATIONS | 97 |
| **INVESTIGATIONS** | | | |
| COMPLAINTS | 752 | | |
| CITY ORDINANCE VIOLATIONS | 46 | | |

Charles J. Lee

**CITY MARSHAL**
03/29/2011

*City Marshal*
*Charles J. Lee*

*State of Florida*
*City of Arcadia*

# CITY CODE ACTIVITIES

MONTH OF
MARCH 2011

CODE ENFORCEMENT OFFICER CARL MCQUAY

| | |
|---|---|
| COURTESY NOTICES | 54 |
| NOTICE OF VIOLATIONS | 0 |
| HIGH GRASS/OVERGROWN LOTS | 0 |
| NUISANCE | 3 |
| OCCUPATIONAL LICENSES | 0 |
| PARKING VIOLATIONS | 1 |
| PERMIT VIOLATIONS | 4 |
| SIGNS VIOLATIONS | 0 |
| TRASH/JUNK/DEBRIS | 0 |
| UNSAFE STRUCTURES | 1 |
| VEHICLE-COMMERCIAL | 0 |
| VEHICLE-IMPROPERLY STORED | 0 |
| WATER VIOLATIONS | 0 |
| YARD SALES | 0 |
| ZONING VIOLATIONS | 0 |
| CODE COMPLAINTS | 8 |
| CONTACTS | 11 |
| FIELD WORK | 11 |
| FOLLOW UPS | 13 |
| POSTING | 0 |
| INVESTIGATIONS | 14 |
| MAILING | 10 |
| RECORDS | 0 |
| CAB INSPECTIONS | 3 |
| CAB DRIVER'S PERMITS | 12 |
| TITLE COMPANY SEARCHES | 18 |
| HEARINGS | 1 |
| FINGERPRINTINGS | 1 |
| POSTAGE USED | $49.86 |

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# To be discussed

# by the City Attorney

# at the meeting.

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No report provided.

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