



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

TUESDAY, NOVEMBER 19, 2013
6:00 PM

CALL TO ORDER, INVOCATION, PLEDGE AND ROLL CALL

PRESENTATION

- Keith Keene – Certificate of Appreciation for Mayoral Duties
- Robert Heine – Service Award Certificate

CONSENT AGENDA

1. Airport DOT Loan (Administration & Attorney)
2. General Engineering Services Agreement (Administration)
3. Special Event: Holiday Tour of Homes, TEAM Arcadia (Administration)
4. Special Event (waiver of fees): Thanksgiving Dinner, Desoto County Housing Coalition
5. Airport Update (Air Arcadia)
6. Budget Update and Amendments (Finance)
7. Minutes 10-29-2013 (City Clerk)
8. Minutes 11-5-2013 (City Clerk)

DISCUSSION ITEMS

9. Resolution, Vice Mayor Signature Approval for CDBG (Administration)
10. Purchase/Lease of New Vacuum Truck (Systems)
11. Ordinance No. 13-994, Foreclosure (Code Enforcement)
12. Ordinance No. 13-995, Property and Housing Maintenance (Code Enforcement)
13. Confirm Salary Adjustments per Oct. 18, 2013 - Personnel Action Forms (Finance)
14. Special Event, Hosting and Locations for Downtown (Administration and Attorney)
15. City Administrator Search (Administration)

DEPARTMENT REPORTS

- City Marshall
- City Attorney
- City Administrator

PUBLIC

MAYOR AND COUNCIL REPORTS

ADJORN

NOTE: Any party desiring a verbatim record of the proceedings of this hearing for the purpose of appeal is advised to make private arrangements therefore.

AGENDA No. 1

Thomas Slaughter

From: TJ Wohl [tj@heartlandlaw.com]
Sent: Wednesday, November 13, 2013 9:14 AM
To: 'Renee Miller'; Thomas Slaughter
Subject: FW: City of Arcadia I/f Seacoast Nat'l Bank
Attachments: Loan Agreement - Seacoast _ Arcadia.DOC; Note - Seacoast _ Arcadia (2013).DOC; Seacoast _ Arcadia - Form of Draw Certificate.DOC

Renee & Tom,

I have reviewed the Seacoast National Bank Loan Agreement, Promissory Note and Form of Draw Certificate and have the following comments/questions:

1. We need to include the number of the Resolution that we passed at the November 4 meeting regarding Council's approval of the loan. Please send me that Resolution Number so it can be inserted in the Loan Documents.
2. We need the date of the FDOT Agreement. Please send me that Agreement when you have a chance.
3. Who will sign as City Clerk?
4. Just a few Sections of the Loan Agreement that I wanted to be sure I brought to your attention:
 - Section 12(a) provides that the City will only have three (3) months to make the draws and that the City may not make more than one draw a month.
 - Section 12(b)(ii) states that prior to the first draw, the City shall have already received and utilized \$242,981.00 from FDOT pursuant to the FDOT Agreement. I was not aware the City was receiving any money from FDOT for 3-4 years. Has the City already received this \$242,981.00?
 - Section 12(b)(iii) provides that the Bank must receive and approve the City's final budget and draw schedule for the project. Have we submitted these items to the Bank yet? If not, we will need to do so very soon.
 - Section 12(c) provides that each draw certificate may be signed by either the City Administrator or the Finance Director. Is this acceptable to the City?
 - Section 13 requires that the City maintain its "core deposits" with Seacoast as long as this Loan Agreement is in effect. Just wanted to make mention of that in the event the City considers switching banks.

Please send me the information requested in Items 1 - 3 so I can provide that information to the Bank's attorney for finalizing the documents. As always, please feel free to contact me with any questions or concerns you may have.

Thanks,
TJ

Thomas J. Wohl
Swaine & Harris, P.A.
425 S. Commerce Ave.
Sebring, FL 33870
Office: (863) 385-1549

SWAINE & HARRIS, P. A.

ATTORNEYS AT LAW

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terri@heartlandlaw.com

October 16, 2013

PLEASE REPLY TO:
LAKE PLACID
SEBRING



Gia Lancaster
City Clerk
P.O. Box 351
Arcadia, FL 34265

Dear Gia:

Enclosed please find the Amendment to Specific Authorization No. 16, which has been signed by T.J.

If you have any questions, please contact me or T.J.

Sincerely,



Terri Watson, paralegal to
Thomas J. Wohl

TJW:tw
Enc.

REGISTERED
No. R- 1

REGISTERED
\$499,675.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF ARCADIA
PUBLIC IMPROVEMENT REVENUE NOTE, SERIES 2013

Interest Rate:

3.08%

Maturity Date:

February __, 2018

Dated Date:

November __, 2013

REGISTERED OWNER: SEACOAST NATIONAL BANK

PRINCIPAL AMOUNT: NOT TO EXCEED FOUR HUNDRED NINETY NINE THOUSAND SIX HUNDRED SEVENTY FIVE AND 00/100 DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Arcadia, a municipal corporation of the State of Florida (hereinafter called the "City") for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the interest rate per annum identified above, until the entire Principal Amount has been repaid. Principal of and interest on this Note will be paid by bank wire, check, draft or bank transfer delivered to the Registered Owner hereof at its address as it appears on the registration books of the City at the close of business on the fifth Business Day (as defined in the hereinafter described Loan Agreement), next preceding each interest payment date (the "Record Date").

Interest on this Note shall be calculated on the basis of a 360 day year and will be paid in arrears for the actual number of days elapsed.

Accrued interest on this Note shall be payable in semiannual installments on February __ and August __ of each year, beginning August __, 2014. Payment of principal will be due on the Maturity Date, based on the amount drawn hereon, subject to earlier redemption as provided herein.

Each date when principal and/or interest on this Note is due is a "Payment Date." If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date shall be due on the preceding Business Day.

Any payment of principal of or interest on this Note not paid when due shall bear interest from the due date until paid at the lesser of (a) 18% simple interest per annum or (b) the maximum rate of interest permitted by applicable law. If any payment required to be made hereunder is not

paid within ten (10) days of when due, the City shall pay to the Registered Owner a late charge equal to five percent (5%) of the late payment.

Upon the occurrence of an Event of Default (including any cure periods provided by the Loan Agreement), the Registered Owner may declare the entire outstanding balance due hereon to be immediately due and payable, and in any such acceleration the City shall also be obligated to pay all costs of collection and enforcement thereof, including such fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

This Note is issued in the principal amount of not to exceed \$499,675.00, issued to pay the costs of improvements at the Arcadia Municipal Airport in anticipation of reimbursement by FDOT (as defined in the Loan Agreement), and costs related thereto, as more particularly described in the Loan Agreement (the "Project"), pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City (collectively, the "Act"), Resolution No. _____, adopted by the City Council on November 5, 2013 (the "Resolution"), and that certain Loan Agreement dated as of the date hereof between the City and Seacoast National Bank (the "Loan Agreement"). All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Loan Agreement.

This Note and the interest hereon are secured by the City's pledge of and lien on the Pledged Revenues and, in the event the Pledged Revenues are insufficient or unavailable, by a covenant to budget and appropriate in each Fiscal Year from its Legally Available Non-Ad Valorem Revenues, sufficient moneys to pay the principal of and interest on the Note, until this Note has been paid in full. Reference is hereby made to the Loan Agreement for the provisions, among others, relating to the terms and security for the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Registered Owner of the Note and the limitations thereon, and the extent of and limitations on the City's rights, duties and obligations, to all of which provisions the Registered Owner hereof for himself and his successors in interest assents by acceptance of this Note.

In the event of a Determination of Taxability, the interest rate payable hereunder shall increase to 4.00% per annum (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay to the Registered Owner subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Registered Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury

Department determining that any interest payable on this Note is includable in the gross income of the Registered Owner. No such decree or action shall be considered final for the purposes of this paragraph unless the City has been given written notice thereof and, if it is so desired by the City and is legally permissible, the City has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Registered Owner and until the conclusion of any appellate review, if sought.

If it is determined at any time that this Note is not a “qualified tax exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, then the interest rate on this Note shall increase to such rate as the Registered Owner reasonably determines will result in the Registered Owner receiving the same taxable equivalent yield as if the Note had been a qualified tax exempt obligation, plus payment of any Additional Amount, determined as provided in the immediately preceding paragraph.

In the event of a decrease in the Corporate Tax Rate (as hereinafter defined) during any period where interest is accruing on this Note on a tax-exempt basis, the interest payable on this Note shall be increased to provide to the Bank the same tax equivalent yield on the Note as if such decrease had not occurred. “Corporate Tax Rate” shall mean the highest marginal statutory rate of federal income tax imposed on corporations and applicable to the Registered Owner (expressed as a decimal).

If any present or future law, governmental rule, regulation, policy, guideline, directive or similar requirement (whether or not having the force of law) imposes, modifies, or deems applicable any capital adequacy, capital maintenance or similar requirement which affects the manner in which the Registered Owner allocates capital resources to its commitments (including any commitments hereunder), and as a result thereof, in the opinion of the Registered Owner, the rate of return on the Registered Owner capital with respect to this Note is reduced to a level below which the Registered Owner could have achieved but for such circumstances, then in such case and upon notice from the Registered Owner to the City, from time to time, the City shall pay the Registered Owner such additional amount or amounts as shall compensate the Registered Owner for such reduction in the Registered Owner rate of return. Such notice shall contain the statement of the Registered Owner with regard to any such amount or amounts which shall, in the absence of manifest error, be binding upon the City. In determining such amount, the Registered Owner may use any reasonable method of averaging and attribution that it deems applicable. Any rules, regulations, policies, guidelines, directives or similar requirements adopted, promulgated or implemented in connection with (a) the Dodd-Frank Wall Street Reform and Consumer Protection Act and (b) the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or any United States Governmental Authority, in each case pursuant to Basel III, shall in all events be deemed to have been imposed, introduced and adopted after the date of this Note. Such additional amount or amounts shall not be due unless also imposed by the Registered Owner on other loans to local governments with capital adequacy language similar to that contained herein. Such additional amount or amounts shall not be due if incurred by the Registered Owner solely as a result of the deterioration of the financial condition of the Registered Owner and/or a downgrade in the rating of the Registered Owner.

In addition, if state or federal tax laws or regulations are amended to cause the interest on the Note to be subject to a minimum tax or an alternative minimum tax or to otherwise decrease the after tax yield on the Note to the Registered Owner (directly or indirectly, in whole or in part) then the interest rate on the Note shall be adjusted to cause the yield on the Note to the Registered Owner after payment of any increase in tax, to equal what the yield on the Note would have been in the absence of such change or amendment in tax laws or regulations

Notwithstanding the foregoing, in no event shall the interest rate payable on this Note in any year exceed the maximum rate permitted by law.

THIS NOTE SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR BONDED INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF FLORIDA AND THE CHARTER OF THE CITY, BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY THE CITY'S PLEDGE OF THE PLEDGED REVENUES AND BY THE COVENANT OF THE CITY TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES, IN THE MANNER AND TO THE EXTENT IN THE ORDINANCE, IN THE LOAN AGREEMENT AND IN THIS NOTE PROVIDED. NO HOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY THIS NOTE OR THE INTEREST HEREON, NOR SHALL ANY HOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL AND INTEREST FROM ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES OR LEGALLY AVAILABLE NON-AD VALOREM REVENUES, ALL IN THE MANNER AND TO THE EXTENT IN THE ORDINANCE, IN THE LOAN AGREEMENT AND IN THIS NOTE PROVIDED.

This Note shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained herein and in the Loan Agreement.

It is further agreed between the City and the Registered Owner of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon any real or tangible personal property of or in the City, including but not limited to the Project. Neither the members of the governing body of the City nor any person executing the Note shall be liable personally on the Note by reason of its issuance.

This Note may be prepaid in whole or in part at any time prior to maturity at the option of the City, upon the City giving the Registered Owner at least three (3) Business Days advance written notice of the prepayment date and amount. In addition, this Note shall be prepaid by the City within thirty (30) days of the receipt by the City of any payment from FDOT pursuant to the FDOT Agreement (as defined in the Loan Agreement), in an amount equal to such payment.

This Note may be assigned by the owner of this Note, or any assignee or successor-in-interest thereto upon at least five (5) Business Days prior written notice to the City. Such assignment shall only be effective, and the City obligated to pay such assignee, upon delivery to the City Clerk at the address set forth below of a written instrument or instruments of assignment in the form provided

herein, duly executed by the owner of this Note or by his attorney-in-fact or legal representative, containing written instructions as to the details of assignment of this Note, along with the social security number or federal employer identification number of such assignee. In all cases of an assignment of this Note the City shall at the earliest practical time enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the City Clerk no later than the close of business on the fifth Business Day prior to a Payment Date in order to carry the right to receive the interest and principal payment due on such Payment Date. The City may conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Note to which it relates.

Any payment or notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at the address provided in the Loan Agreement, or such other address or addresses as the Registered Owner shall provide the City in writing. In the event of an assignment of this Note, any payment or notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at the address or addresses shown on the Form of Assignment hereto, or such other address or addresses as the Registered Owner shall provide the City in writing Any notice required to be given to the City hereunder shall be given to the City Finance Director at the address provided in the Loan Agreement, or such other address or addresses as the City shall provide the Registered Owner in writing

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable hereto, and that the issuance of the Note does not violate any constitutional or statutory limitation or provision.

THE REGISTERED OWNER, BY ITS ACCEPTANCE OF THIS NOTE, AND THE CITY, BY ITS ACCEPTANCE OF THE PROCEEDS OF THE NOTE, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE ORDINANCE, THE LOAN AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

IN WITNESS WHEREOF, the City of Arcadia, Florida has issued this Note and has caused the same to be executed by the manual signature of the Deputy Mayor, and attested by the manual signature of the City Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the ____ day of November, 2013.

CITY OF ARCADIA, FLORIDA

By: _____
Deputy Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: _____

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER
OF ASSIGNEE

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particular, without enlargement or alteration or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian for _____(Cust.) (Minor) under Uniform Transfers to Minors Act of _____ .

(State)

Additional abbreviations may also be used
though not in the above list.

DRAW CERTIFICATE

DRAW NO. _____

The undersigned officer of the City of Arcadia, Florida (the "City") DOES HEREBY CERTIFY THAT:

1. This certificate is being provided to Seacoast National Bank (the "Bank") in accordance with Section 12(b) of that certain Loan Agreement dated November __, 2013 between the City and the Bank (the "Agreement"), in order to permit the City to make a draw on its Note in favor of the Bank dated November __, 2013 (the "Note").

2. The City hereby requests a draw on the Note in the amount of \$_____. The proceeds of the draw will be used to pay for Costs of the Project, as defined in the Agreement and as more specifically itemized below:

3. Attached hereto is the final FDOT approved invoice summary page associated with this draw request.

4. After such draw, the total principal amount of \$_____ will be outstanding and available to be drawn on the Note.

5. No Event of Default has occurred and is continuing under the Agreement.

6. As of the date of this certificate, the undersigned is the duly appointed, qualified and serving _____ of the City, and as such is authorized to execute this certificate on behalf of the City.

WITNESS my hand this ____ day of _____, 201__.

CITY OF ARCADIA, FLORIDA

By: _____
Name: _____
Title: _____

LOAN AGREEMENT

This Loan Agreement is entered into this ____ day of November, 2013, by and between the City of Arcadia, a Florida municipal corporation, and its successors and assigns (the "City"), and Seacoast National Bank, a national banking association, and its successors and assigns (the "Bank").

WHEREAS, on November 5, 2013, the City adopted Resolution No. _____ (the "Resolution"), authorizing a loan (the "Loan") from the Bank in the principal amount not to exceed \$499,675, for the purpose of financing improvements at the Arcadia Municipal Airport in anticipation of reimbursement by the Florida Department of Transportation, as more particularly described herein (the "Project"); and

WHEREAS, the City hereby determines that it is desirable and in the best interest of the City to enter into this Agreement whereby the Bank will make the Loan to the City in the amount of \$499,675 to be used to pay the Costs of the Project, as defined herein; and

WHEREAS, the obligation of the City to repay the Loan shall be evidenced by the delivery by the City of its Public Improvement Revenue Note, Series 2013 (the "Note") in the principal amount of the Loan; and

WHEREAS, the Note shall be issued pursuant to the terms and provisions of the Resolution and this Agreement; and

WHEREAS, the execution and delivery of this Agreement by the City were authorized by the Resolution.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration for the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

SECTION 1. DEFINITIONS. As used herein, unless the context otherwise requires:

"Act" means, as applicable, Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City, and other applicable provisions of law.

"Agreement" means this Loan Agreement between the City and the Bank, as the same may be amended, modified or supplemented from time to time.

"Annual Budget" means the annual budget prepared by the City for each Fiscal Year in accordance with Section 10 below and in accordance with the laws of the State of Florida.

“Bank” means Seacoast National Bank, the initial purchaser of the Note, and its successors and assigns.

“Business Day” means any day which is not a Saturday, Sunday or day on which banking institutions in the City of Arcadia, Florida are authorized to be closed.

“City” means the City of Arcadia, a Florida municipal corporation, or its successor.

“City Clerk” means the City Clerk or any Deputy City Clerk.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable Regulations of the United States Treasury Department promulgated thereunder.

“Costs of the Project” means with respect to the Project, all items of cost authorized by the Act, including the costs of issuance of the Note.

“Dated Date” means the date of issuance of the Note.

“Default Rate” means the lesser of (a) 18% per annum or (b) the maximum rate permitted by law.

“Event of Default” means any of the events described in Section 15(A) hereof.

“FDOT” means the Florida Department of Transportation.

“FDOT Agreement” means the Joint Participation Agreement between the City and FDOT dated _____, pursuant to which FDOT has agreed to reimburse the City for expenditures made by the City for the Project, as such agreement may be amended from time to time.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the City pursuant to general law.

“Governing Body” means the City Council of the City, or its successor in function.

“Legally Available Non-Ad Valorem Revenues” means all revenues of the City derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Note, but only after provision has been made by the City for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, or which are legally mandated by applicable law.

“Maturity Date” means February __, 2018.

“Mayor” means the Mayor of the City or, in the Mayor’s absence, the Deputy Mayor, or such other persons as may be duly authorized to act on the Mayor’s behalf.

“Noteholder” or “Holder” means the registered owner (or its authorized representative) of the Note.

“Note” means the City’s Public Improvement Revenue Note, Series 2013, authorized to be issued hereunder in the principal amount of \$499,675.00, as more particularly described in Sections 2 and 3 hereof.

“Resolution” means Resolution No. _____, enacted by the Governing Body on November 5, 2013, authorizing the City enter into this Agreement and issue the Note.

“Pledged Revenues” means the reimbursement payments received by the City from FDOT pursuant to the FDOT Agreement.

“Project” means runway and taxi lighting and an electrical vault project at the Arcadia Municipal Airport, and costs related thereto, as more particularly described in the FDOT Agreement.

“State” means the State of Florida.

SECTION 2. ISSUANCE OF NOTE. Subject and pursuant to the provisions of the Resolution and this Agreement, the Note is hereby authorized for the purpose of paying for the Costs of the Project. The Note shall be dated the Dated Date, and shall bear interest from such date at the fixed rate equal to 3.08% per annum, subject to adjustment as provided in the form of Note attached as Exhibit “A” hereto. The City agrees not to use the proceeds of the Note for any other purpose without the written approval of the Bank. The Bank agrees to make advances on the Note from time to time, but only upon compliance by the City with the provisions hereof.

Interest on the Note shall be payable on each February __ and August __, beginning August __, 2014. All principal of the Note shall be due on the Maturity Date or earlier redemption.

SECTION 3. DESCRIPTION OF NOTE.

The Note shall be issued in one (1) typewritten instrument. Interest on the Note shall be calculated on the basis of a 360 day year and will be paid in arrears for the actual number of days elapsed. Details of the Note shall be as provided in the form of Note attached as Exhibit “A” hereto.

The Note shall be in registered form, contain substantially the same terms and conditions as set forth in Exhibit "A" hereto, shall be payable in lawful money of the United States of America, and the principal thereof, interest thereon and any other payments thereunder shall be payable by check, wire, draft or bank transfer to the Holder at such address as may be provided in writing by such Holder to the City Clerk. So long as the Note shall remain outstanding, the City shall maintain and keep books for the registration and transfer of the Note. The Note may be assigned as provided in the form of Note attached as Exhibit "A" hereto.

SECTION 4. EXECUTION OF NOTE. The Note shall be executed in the name of the City by the manual signature of the Mayor, the seal of the City shall be imprinted, reproduced or lithographed on the Note, and the Note shall be attested to by the manual signature of the City Clerk. If any officer whose signature appears on the Note ceases to hold office before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes. In addition, the Note may bear the signature of, or may be signed by, such persons as at the actual time of execution of such Note shall be the proper officers to sign the Note although at the date of the Note or the date of delivery thereof such persons may not have been such officers.

SECTION 5. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. If the Note is mutilated, destroyed, stolen or lost, the City may, in its discretion (i) deliver a duplicate replacement Note, or (ii) pay the Note that has matured or is about to mature. The mutilated Note shall be surrendered to and canceled by the City Clerk or its duly authorized agent. The Holder must furnish the City or its agent proof of ownership of any destroyed, stolen or lost Note; post satisfactory indemnity; comply with any reasonable conditions the City or its agent may prescribe; and pay the City's or its agent's reasonable expenses.

Any such duplicate Note shall constitute an original contractual obligation on the part of the City whether or not the destroyed, stolen, or lost Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on, and source of and security for payment from, the funds pledged to the payment of the Note so mutilated, destroyed, stolen or lost.

SECTION 6. PROVISIONS FOR REDEMPTION. The Note may be prepaid in whole at any time prior to maturity, provided, that the City has given the Bank at least three (3) days advance written of its intent to prepay the Note, specifying the intended date of prepayment and the prepayment amount. The Note shall be prepaid by the City within thirty (30) days of the receipt by the City of any payment from FDOT pursuant to the FDOT Agreement, in an amount equal to such payment.

SECTION 7. NOTE NOT TO BE GENERAL OBLIGATION OR BONDED INDEBTEDNESS OF THE CITY. The Note shall not be or constitute a general obligation or bonded indebtedness of the City within the meaning of the Constitution of Florida and the Charter of the City, but shall be payable from and secured solely by pledge of and lien of the Pledged Revenues and by the covenant of the City to budget and appropriate Legally Available Non-Ad Valorem Revenues, in the manner and to the extent herein and in the Note provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any real or personal property to pay the Note or the interest thereon, nor shall any Holder be entitled to payment of such principal and interest from any funds of the City other than the Pledged Revenues and the Legally Available Non-Ad Valorem Revenues, all in the manner and to the extent herein and in the Note provided. The Holder shall have no lien upon any real or tangible personal property of the City, including but not limited to the Project.

SECTION 8. PLEDGE OF AND LIEN ON PLEDGED REVENUES. The payment of the principal, premium, if any, and interest on the Note shall be secured forthwith equally and ratably by an irrevocable lien on and pledge of the Pledged Revenues, prior and superior to all other liens or encumbrances of the Pledged Revenues, and the City hereby irrevocably pledges the Pledged Revenues to the payment of the principal, premium, if any, and interest on the Note as the same shall become due. Such pledge of the Pledged Revenues shall be cumulative to the extent not paid, and shall continue until the Note has been paid in full.

The City covenants that as long as the Note shall remain unpaid, it will comply with all of its obligations under the FDOT Agreement. The City further covenants not to amend or terminate the FDOT Agreement in any manner that affects the payments due to the City under the FDOT Agreement, without the prior written consent of the Bank, which consent may be granted, withheld or made subject to conditions in the Bank's sole discretion. The City represents that upon the issuance of the Note the Pledged Revenues will not be pledged or encumbered in any manner, except to the repayment of the Note.

SECTION 9. COVENANT TO BUDGET AND APPROPRIATE. In addition to the foregoing, if at any time the Pledged Revenues are insufficient or unavailable to pay the principal of and interest on the Note, the City hereby covenants to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Note in such Fiscal Year, until the Note is paid in full. Such covenant and agreement on the part of the City shall be cumulative to the extent not paid, and shall continue until Legally Available Non-Ad Valorem Revenues or other available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs now provided or maintained by the City, which generate Non Ad-Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Legally Available Non-Ad Valorem Revenues, nor, except as provided in Section 11 hereof, does it preclude the City from pledging in the future a particular source or sources of Non Ad- Valorem Revenues. Such covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations heretofore or hereafter (but only to the extent permitted by Section 11 hereof) entered into, including but not limited to the payment of debt service on bonds and other debt instruments. However, the covenant to budget and appropriate in its Annual Budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Legally Available Non-Ad Valorem Revenues and placing on the City a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder.

SECTION 10. OPERATING BUDGET; FINANCIAL STATEMENTS. Before the first day of each Fiscal Year the Governing Body shall prepare, approve and adopt in the manner prescribed by law, a detailed Annual Budget. Such Annual Budget shall provide for revenues sufficient to comply with the City's obligations hereunder, including any unsatisfied obligations from prior Fiscal Years. The City shall provide to the Bank (a) annually, the City's audited financial statements, within 120 days of the end of each Fiscal Year, and (b) annually, the Annual Budget within thirty (30) days of its adoption by the City. The City will also provide the Bank with interim financial statement and any other financial information that the Bank shall reasonably request.

SECTION 11. ISSUANCE OF ADDITIONAL OBLIGATIONS. The City shall not issue any additional debt secured by or payable from the Pledged Revenues. In addition, the City will not issue any additional debt secured by or payable from a covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues unless no Event of Default exists hereunder and the other covenants of the City contained herein will continue to be met.

SECTION 12. PROCEDURE FOR MAKING DRAWS ON THE NOTE.

(a) Draw Limitations. Draws may be made on the Note beginning on the Dated Date and ending February __, 2014. The total principal amount permitted to be drawn on the Note is \$499,675. Draws on the Note shall be made no more frequently than once a month.

(b) Conditions to Draws.

(i) Prior to each draw on the Note, the City shall provide Bank with a Draw Certificate in the form attached hereto as Exhibit "B", including the final FDOT approved invoice summary page associated with such draw request and any other required attachments or exhibits. The Bank will review each draw request to satisfy

itself that the proceeds of the draw will be used for a purpose permitted hereunder. Each Draw Certificate shall be reviewed by the Bank's Construction Administration Department in accordance with the Bank's customary procedures, and advances made only after said review has been completed. Review may include site inspections and photos.

(ii) Prior to the initial draw on the Note, the City shall have received and utilized \$242,981 from FDOT pursuant to the FDOT Agreement. In such regard, the City shall provide the Bank with the final FDOT approved invoice summary page and a copy of the FDOT reimbursement check for each draw received during funding of the \$242,981.

(iii) Prior to the initial draw on the Note the Bank shall have received and approved the City's final budget and draw schedule for the Project.

(c) Each Draw Certificate shall be signed by the City by either **[the City Administrator or the City Finance Director.]**

(d) Repayment of Draws. Each draw shall be repaid no later than the Maturity Date.

(e) No Reborrowing. The City shall not be permitted to reborrow amounts that have been drawn and repaid.

SECTION 13. MAINTENANCE OF ACCOUNTS. At all times while this Agreement is in effect, the City shall continue to maintain its "core deposits" with the Bank.

SECTION 14. MODIFICATION, AMENDMENT OR SUPPLEMENT. This Agreement may only be modified, amended or supplemented by an instrument in writing executed by the parties hereto.

SECTION 15. EVENTS OF DEFAULT; REMEDIES.

A. Events of Default. Any one or more of the following events shall be an "Event of Default":

(i) The City shall fail to pay the principal of or interest on the Note when due;

(ii) The City shall fail to pay the principal of or interest on any other loan or obligation for the repayment of money when due;

(iii) The City shall (a) admit in writing its inability to pay its debts generally as they become due, (b) file (or have filed against it and not dismissed within 90 days) a petition in bankruptcy or take advantage of any insolvency act, (c) make an assignment for the general benefit of creditors, (d) consent to the appointment of a receiver for itself or for the whole or any substantial part of its property, or (e) be adjudicated a bankrupt; or

(iv) The City shall default in the due and punctual performance of any of its covenants, conditions, agreements and provisions contained herein or in the Note, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Holder of the Note; provided that such default shall not be an Event of Default if the City within such 30 day period commences and carries out with due diligence to completion within ninety (90) days such action as is necessary to cure the same.

B. Remedies on Default. If an Event of Default shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights hereunder by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or for enforcement of any proper legal or equitable remedy as such Holder shall deem most effectual to protect and enforce the rights aforesaid. While an Event of Default shall have occurred and be continuing, the Note shall bear interest at the Default Rate.

Also, upon the occurrence of an Event of Default, the Holder may declare the entire outstanding balance due on the Note to be immediately due and payable, and in any such acceleration the City shall also be obligated to pay all costs of collection and enforcement thereof, including such reasonable attorneys' fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

No delay or omission of a Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this article may be exercised from time to time, and as often as may be deemed expeditious by a Holder.

SECTION 16. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

ARISING IN CONTRACT, TORT OR BY STATUTE, THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT, THE NOTE OR THE RESOLUTION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CITY AND THE BANK TO ENTER INTO THIS AGREEMENT.

SECTION 26. EFFECTIVE DATE. This Agreement shall take effect immediately upon its execution by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

CITY OF ARCADIA, FLORIDA

By: _____
Robert Heine, Deputy Mayor

(SEAL)

ATTEST:

By: _____
Gia Lancaster, City Clerk

SEACOAST NATIONAL BANK

By: _____
Dan Navarro, Assistant Vice President

EXHIBIT "A"

FORM OF NOTE

EXHIBIT "B"

FORM OF DRAW CERTIFICATE

LOAN AGREEMENT

This Loan Agreement is entered into this ____ day of November, 2013, by and between the City of Arcadia, a Florida municipal corporation, and its successors and assigns (the "City"), and Seacoast National Bank, a national banking association, and its successors and assigns (the "Bank").

WHEREAS, on November 5, 2013, the City adopted Resolution No. ____ (the "Resolution"), authorizing a loan (the "Loan") from the Bank in the principal amount not to exceed \$499,675, for the purpose of financing improvements at the Arcadia Municipal Airport in anticipation of reimbursement by the Florida Department of Transportation, as more particularly described herein (the "Project"); and

WHEREAS, the City hereby determines that it is desirable and in the best interest of the City to enter into this Agreement whereby the Bank will make the Loan to the City in the amount of \$499,675 to be used to pay the Costs of the Project, as defined herein; and

WHEREAS, the obligation of the City to repay the Loan shall be evidenced by the delivery by the City of its Public Improvement Revenue Note, Series 2013 (the "Note") in the principal amount of the Loan; and

WHEREAS, the Note shall be issued pursuant to the terms and provisions of the Resolution and this Agreement; and

WHEREAS, the execution and delivery of this Agreement by the City were authorized by the Resolution.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration for the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

SECTION 1. DEFINITIONS. As used herein, unless the context otherwise requires:

"Act" means, as applicable, Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City, and other applicable provisions of law.

"Agreement" means this Loan Agreement between the City and the Bank, as the same may be amended, modified or supplemented from time to time.

"Annual Budget" means the annual budget prepared by the City for each Fiscal Year in accordance with Section 10 below and in accordance with the laws of the State of Florida.

“Bank” means Seacoast National Bank, the initial purchaser of the Note, and its successors and assigns.

“Business Day” means any day which is not a Saturday, Sunday or day on which banking institutions in the City of Arcadia, Florida are authorized to be closed.

“City” means the City of Arcadia, a Florida municipal corporation, or its successor.

“City Clerk” means the City Clerk or any Deputy City Clerk.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable Regulations of the United States Treasury Department promulgated thereunder.

“Costs of the Project” means with respect to the Project, all items of cost authorized by the Act, including the costs of issuance of the Note.

“Dated Date” means the date of issuance of the Note.

“Default Rate” means the lesser of (a) 18% per annum or (b) the maximum rate permitted by law.

“Event of Default” means any of the events described in Section 15(A) hereof.

“FDOT” means the Florida Department of Transportation.

“FDOT Agreement” means the Joint Participation Agreement between the City and FDOT dated _____, pursuant to which FDOT has agreed to reimburse the City for expenditures made by the City for the Project, as such agreement may be amended from time to time.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the City pursuant to general law.

“Governing Body” means the City Council of the City, or its successor in function.

“Legally Available Non-Ad Valorem Revenues” means all revenues of the City derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Note, but only after provision has been made by the City for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, or which are legally mandated by applicable law.

“Maturity Date” means February __, 2018.

“Mayor” means the Mayor of the City or, in the Mayor’s absence, the Deputy Mayor, or such other persons as may be duly authorized to act on the Mayor’s behalf.

“Noteholder” or “Holder” means the registered owner (or its authorized representative) of the Note.

“Note” means the City’s Public Improvement Revenue Note, Series 2013, authorized to be issued hereunder in the principal amount of \$499,675.00, as more particularly described in Sections 2 and 3 hereof.

“Resolution” means Resolution No. _____, enacted by the Governing Body on November 5, 2013, authorizing the City enter into this Agreement and issue the Note.

“Pledged Revenues” means the reimbursement payments received by the City from FDOT pursuant to the FDOT Agreement.

“Project” means runway and taxi lighting and an electrical vault project at the Arcadia Municipal Airport, and costs related thereto, as more particularly described in the FDOT Agreement.

“State” means the State of Florida.

SECTION 2. ISSUANCE OF NOTE. Subject and pursuant to the provisions of the Resolution and this Agreement, the Note is hereby authorized for the purpose of paying for the Costs of the Project. The Note shall be dated the Dated Date, and shall bear interest from such date at the fixed rate equal to 3.08% per annum, subject to adjustment as provided in the form of Note attached as Exhibit “A” hereto. The City agrees not to use the proceeds of the Note for any other purpose without the written approval of the Bank. The Bank agrees to make advances on the Note from time to time, but only upon compliance by the City with the provisions hereof.

Interest on the Note shall be payable on each February __ and August __, beginning August __, 2014. All principal of the Note shall be due on the Maturity Date or earlier redemption.

SECTION 3. DESCRIPTION OF NOTE.

The Note shall be issued in one (1) typewritten instrument. Interest on the Note shall be calculated on the basis of a 360 day year and will be paid in arrears for the actual number of days elapsed. Details of the Note shall be as provided in the form of Note attached as Exhibit “A” hereto.

The Note shall be in registered form, contain substantially the same terms and conditions as set forth in Exhibit "A" hereto, shall be payable in lawful money of the United States of America, and the principal thereof, interest thereon and any other payments thereunder shall be payable by check, wire, draft or bank transfer to the Holder at such address as may be provided in writing by such Holder to the City Clerk. So long as the Note shall remain outstanding, the City shall maintain and keep books for the registration and transfer of the Note. The Note may be assigned as provided in the form of Note attached as Exhibit "A" hereto.

SECTION 4. EXECUTION OF NOTE. The Note shall be executed in the name of the City by the manual signature of the Mayor, the seal of the City shall be imprinted, reproduced or lithographed on the Note, and the Note shall be attested to by the manual signature of the City Clerk. If any officer whose signature appears on the Note ceases to hold office before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes. In addition, the Note may bear the signature of, or may be signed by, such persons as at the actual time of execution of such Note shall be the proper officers to sign the Note although at the date of the Note or the date of delivery thereof such persons may not have been such officers.

SECTION 5. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. If the Note is mutilated, destroyed, stolen or lost, the City may, in its discretion (i) deliver a duplicate replacement Note, or (ii) pay the Note that has matured or is about to mature. The mutilated Note shall be surrendered to and canceled by the City Clerk or its duly authorized agent. The Holder must furnish the City or its agent proof of ownership of any destroyed, stolen or lost Note; post satisfactory indemnity; comply with any reasonable conditions the City or its agent may prescribe; and pay the City's or its agent's reasonable expenses.

Any such duplicate Note shall constitute an original contractual obligation on the part of the City whether or not the destroyed, stolen, or lost Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on, and source of and security for payment from, the funds pledged to the payment of the Note so mutilated, destroyed, stolen or lost.

SECTION 6. PROVISIONS FOR REDEMPTION. The Note may be prepaid in whole at any time prior to maturity, provided, that the City has given the Bank at least three (3) days advance written of its intent to prepay the Note, specifying the intended date of prepayment and the prepayment amount. The Note shall be prepaid by the City within thirty (30) days of the receipt by the City of any payment from FDOT pursuant to the FDOT Agreement, in an amount equal to such payment.

SECTION 7. NOTE NOT TO BE GENERAL OBLIGATION OR BONDED INDEBTEDNESS OF THE CITY. The Note shall not be or constitute a general obligation or bonded indebtedness of the City within the meaning of the Constitution of Florida and the Charter of the City, but shall be payable from and secured solely by pledge of and lien of the Pledged Revenues and by the covenant of the City to budget and appropriate Legally Available Non-Ad Valorem Revenues, in the manner and to the extent herein and in the Note provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any real or personal property to pay the Note or the interest thereon, nor shall any Holder be entitled to payment of such principal and interest from any funds of the City other than the Pledged Revenues and the Legally Available Non-Ad Valorem Revenues, all in the manner and to the extent herein and in the Note provided. The Holder shall have no lien upon any real or tangible personal property of the City, including but not limited to the Project.

SECTION 8. PLEDGE OF AND LIEN ON PLEDGED REVENUES. The payment of the principal, premium, if any, and interest on the Note shall be secured forthwith equally and ratably by an irrevocable lien on and pledge of the Pledged Revenues, prior and superior to all other liens or encumbrances of the Pledged Revenues, and the City hereby irrevocably pledges the Pledged Revenues to the payment of the principal, premium, if any, and interest on the Note as the same shall become due. Such pledge of the Pledged Revenues shall be cumulative to the extent not paid, and shall continue until the Note has been paid in full.

The City covenants that as long as the Note shall remain unpaid, it will comply with all of its obligations under the FDOT Agreement. The City further covenants not to amend or terminate the FDOT Agreement in any manner that affects the payments due to the City under the FDOT Agreement, without the prior written consent of the Bank, which consent may be granted, withheld or made subject to conditions in the Bank's sole discretion. The City represents that upon the issuance of the Note the Pledged Revenues will not be pledged or encumbered in any manner, except to the repayment of the Note.

SECTION 9. COVENANT TO BUDGET AND APPROPRIATE. In addition to the foregoing, if at any time the Pledged Revenues are insufficient or unavailable to pay the principal of and interest on the Note, the City hereby covenants to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Note in such Fiscal Year, until the Note is paid in full. Such covenant and agreement on the part of the City shall be cumulative to the extent not paid, and shall continue until Legally Available Non-Ad Valorem Revenues or other available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs now provided or maintained by the City, which generate Non Ad-Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Legally Available Non-Ad Valorem Revenues, nor, except as provided in Section 11 hereof, does it preclude the City from pledging in the future a particular source or sources of Non Ad- Valorem Revenues. Such covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations heretofore or hereafter (but only to the extent permitted by Section 11 hereof) entered into, including but not limited to the payment of debt service on bonds and other debt instruments. However, the covenant to budget and appropriate in its Annual Budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Legally Available Non-Ad Valorem Revenues and placing on the City a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder.

SECTION 10. OPERATING BUDGET; FINANCIAL STATEMENTS. Before the first day of each Fiscal Year the Governing Body shall prepare, approve and adopt in the manner prescribed by law, a detailed Annual Budget. Such Annual Budget shall provide for revenues sufficient to comply with the City's obligations hereunder, including any unsatisfied obligations from prior Fiscal Years. The City shall provide to the Bank (a) annually, the City's audited financial statements, within 120 days of the end of each Fiscal Year, and (b) annually, the Annual Budget within thirty (30) days of its adoption by the City. The City will also provide the Bank with interim financial statement and any other financial information that the Bank shall reasonably request.

SECTION 11. ISSUANCE OF ADDITIONAL OBLIGATIONS. The City shall not issue any additional debt secured by or payable from the Pledged Revenues. In addition, the City will not issue any additional debt secured by or payable from a covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues unless no Event of Default exists hereunder and the other covenants of the City contained herein will continue to be met.

SECTION 12. PROCEDURE FOR MAKING DRAWS ON THE NOTE.

(a) Draw Limitations. Draws may be made on the Note beginning on the Dated Date and ending February __, 2014. The total principal amount permitted to be drawn on the Note is \$499,675. Draws on the Note shall be made no more frequently than once a month.

(b) Conditions to Draws.

(i) Prior to each draw on the Note, the City shall provide Bank with a Draw Certificate in the form attached hereto as Exhibit "B", including the final FDOT approved invoice summary page associated with such draw request and any other required attachments or exhibits. The Bank will review each draw request to satisfy

itself that the proceeds of the draw will be used for a purpose permitted hereunder. Each Draw Certificate shall be reviewed by the Bank's Construction Administration Department in accordance with the Bank's customary procedures, and advances made only after said review has been completed. Review may include site inspections and photos.

(ii) Prior to the initial draw on the Note, the City shall have received and utilized \$242,981 from FDOT pursuant to the FDOT Agreement. In such regard, the City shall provide the Bank with the final FDOT approved invoice summary page and a copy of the FDOT reimbursement check for each draw received during funding of the \$242,981.

(iii) Prior to the initial draw on the Note the Bank shall have received and approved the City's final budget and draw schedule for the Project.

(c) Each Draw Certificate shall be signed by the City by either **[the City Administrator or the City Finance Director.]**

(d) Repayment of Draws. Each draw shall be repaid no later than the Maturity Date.

(e) No Reborrowing. The City shall not be permitted to reborrow amounts that have been drawn and repaid.

SECTION 13. MAINTENANCE OF ACCOUNTS. At all times while this Agreement is in effect, the City shall continue to maintain its "core deposits" with the Bank.

SECTION 14. MODIFICATION, AMENDMENT OR SUPPLEMENT. This Agreement may only be modified, amended or supplemented by an instrument in writing executed by the parties hereto.

SECTION 15. EVENTS OF DEFAULT; REMEDIES.

A. Events of Default. Any one or more of the following events shall be an "Event of Default":

(i) The City shall fail to pay the principal of or interest on the Note when due;

(ii) The City shall fail to pay the principal of or interest on any other loan or obligation for the repayment of money when due;

(iii) The City shall (a) admit in writing its inability to pay its debts generally as they become due, (b) file (or have filed against it and not dismissed within 90 days) a petition in bankruptcy or take advantage of any insolvency act, (c) make an assignment for the general benefit of creditors, (d) consent to the appointment of a receiver for itself or for the whole or any substantial part of its property, or (e) be adjudicated a bankrupt; or

(iv) The City shall default in the due and punctual performance of any of its covenants, conditions, agreements and provisions contained herein or in the Note, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Holder of the Note; provided that such default shall not be an Event of Default if the City within such 30 day period commences and carries out with due diligence to completion within ninety (90) days such action as is necessary to cure the same.

B. Remedies on Default. If an Event of Default shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights hereunder by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or for enforcement of any proper legal or equitable remedy as such Holder shall deem most effectual to protect and enforce the rights aforesaid. While an Event of Default shall have occurred and be continuing, the Note shall bear interest at the Default Rate.

Also, upon the occurrence of an Event of Default, the Holder may declare the entire outstanding balance due on the Note to be immediately due and payable, and in any such acceleration the City shall also be obligated to pay all costs of collection and enforcement thereof, including such reasonable attorneys' fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

No delay or omission of a Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this article may be exercised from time to time, and as often as may be deemed expeditious by a Holder.

SECTION 16. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to the City: City of Arcadia
23 North Polk Avenue
Arcadia, Florida 34266
Attention: Finance Director

If to the Bank: Seacoast National Bank
815 Colorado Avenue
Stuart, Florida 34994
Attention: Dan Navarro, Assistant Vice President

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section.

SECTION 17. GENERAL AUTHORITY. The Mayor and the members of the Governing Body and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by the Resolution and this Agreement, or desirable or consistent with the requirements thereof and hereof, for the full punctual and complete performance of all the terms, covenants and agreements contained herein, in this Agreement or in the Note, including the execution of any documents or instruments relating to payment of the Note, and each member, employee, attorney and officer of the City is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated under the Resolution and hereunder.

SECTION 18. CLOSING COSTS. The City shall be responsible for paying all fees and costs in connection with the issuance of the Note, including, but not limited to, the Bank's closing fee of \$1,663 and fees and costs of the Bank's counsel of \$8,000.

SECTION 19. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Agreement shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Agreement.

SECTION 20. CONTROLLING LAW; OFFICIALS OF CITY NOT LIABLE. All covenants, stipulations, obligations and agreements of the City contained in the Resolution, this Agreement and the Note shall be covenants, stipulations, obligations and agreements of the City to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained in the Resolution, this Agreement or the Note shall be a covenant, stipulation, obligation or agreement of any present or

future member, agent, officer or employee of the City or the Governing Body in his or her individual capacity, and neither the members or officers of the Governing Body nor any official executing the Note shall be liable personally on the Note or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Note by the City or such members thereof.

SECTION 21. NO THIRD-PARTY BENEFICIARIES. Except as herein otherwise expressly provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and a subsequent holder of the Note issued hereunder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Bank and their respective successors and assigns hereunder and under the Note.

SECTION 22. DESIGNATION AS “QUALIFIED TAX EXEMPT OBLIGATION; COMPLIANCE WITH TAX REQUIREMENTS. The City hereby designates the Note as a “qualified tax exempt obligation” within the meaning of Section 265(b)(3) of the Code. It is the intention of the City that the interest on the Note be and remain excluded from gross income for federal income tax purposes and that the Note be a “qualified tax exempt obligation” within the meaning of Section 265(b)(3) of the Code, and to this end the City hereby represents to and covenants with the Bank that it will comply with the requirements applicable to it contained in Section 103, Section 265(b)(3) and Part IV of Subchapter B of the Code, to the extent necessary to preserve the exclusion of the interest on the Note from gross income for federal income tax purposes and the status of the Note as a “qualified tax exempt obligation.” In the event the Note is determined not to be excluded from gross income for federal income tax purposes or is determined not to be a “qualified tax exempt obligation”, the interest rate thereon shall increase as provided in the form of Note attached as Exhibit “A” hereto.

SECTION 23. SEVERABILITY. If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

SECTION 24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 25. WAIVER OF JURY TRIAL. THE CITY AND THE BANK IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CONTROVERSY OR CLAIM BETWEEN THEM, WHETHER

ARISING IN CONTRACT, TORT OR BY STATUTE, THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT, THE NOTE OR THE RESOLUTION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CITY AND THE BANK TO ENTER INTO THIS AGREEMENT.

SECTION 26. EFFECTIVE DATE. This Agreement shall take effect immediately upon its execution by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

CITY OF ARCADIA, FLORIDA

By: _____
Robert Heine, Deputy Mayor

(SEAL)

ATTEST:

By: _____
Gia Lancaster, City Clerk

SEACOAST NATIONAL BANK

By: _____
Dan Navarro, Assistant Vice President

EXHIBIT "A"

FORM OF NOTE

EXHIBIT "B"

FORM OF DRAW CERTIFICATE

DRAW CERTIFICATE

DRAW NO. _____

The undersigned officer of the City of Arcadia, Florida (the "City") DOES HEREBY CERTIFY THAT:

1. This certificate is being provided to Seacoast National Bank (the "Bank") in accordance with Section 12(b) of that certain Loan Agreement dated November __, 2013 between the City and the Bank (the "Agreement"), in order to permit the City to make a draw on its Note in favor of the Bank dated November __, 2013 (the "Note").

2. The City hereby requests a draw on the Note in the amount of \$_____. The proceeds of the draw will be used to pay for Costs of the Project, as defined in the Agreement and as more specifically itemized below:

3. Attached hereto is the final FDOT approved invoice summary page associated with this draw request.

4. After such draw, the total principal amount of \$_____ will be outstanding and available to be drawn on the Note.

5. No Event of Default has occurred and is continuing under the Agreement.

6. As of the date of this certificate, the undersigned is the duly appointed, qualified and serving _____ of the City, and as such is authorized to execute this certificate on behalf of the City.

WITNESS my hand this _____ day of _____, 201__.

CITY OF ARCADIA, FLORIDA

By: _____
Name: _____
Title: _____

AGENDA No. 2



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: November 19, 2013

DEPARTMENT: Administration

SUBJECT: Hazen & Sawyer- Amendment 1 Specific Authorization No. 16

RECOMMENDED MOTION: Council approval for general consulting services

SUMMARY:

General Consulting Services to continue to provide engineering services related to the utility system including the water and wastewater treatment plants, distribution and collection system and stormwater system as well as to provide general engineering assistance with other utility matters as they arise. **(Text Amendment to Specific Authorization No. 16 attached)**

FISCAL IMPACT: _____

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head:

Date:

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Tom Slaughter

Date:

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

SWAINE & HARRIS, P. A.
ATTORNEYS AT LAW

BERT J. HARRIS, III
J. MICHAEL SWAINE
KIMBERLY L. SAPP
ROBERT S. SWAINE
SCOTT R. LEONEY
THOMAS J. WOHL

PLEASE REPLY TO:
LAKE PLACID
SEBRING



October 16, 2013

425 SOUTH COMMERCE AVENUE
SEBRING, FL 33870-3702
(868) 385-1549
FAX: (868) 471-0008

401 DAL HALL BLVD.
LAKE PLACID, FL 33852-6561
(868) 465-2811
FAX: (868) 465-6999

www.heartlandlaw.com
terri@heartlandlaw.com

Gia Lancaster
City Clerk
P.O. Box 351
Arcadia, FL 34265

Dear Gia:

Enclosed please find the Amendment to Specific Authorization No. 16, which has been signed by T.J.

If you have any questions, please contact me or T.J.

Sincerely,

Terri Watson, paralegal to
Thomas J. Wohl

TJW:tw
Enc.

AMENDMENT 1 TO SPECIFIC AUTHORIZATION NO. 16

General Consulting Services

THIS DOCUMENT, executed this _____ day of _____, 2013, is an Amendment to Specific Authorization No. 16 dated October 16, 2012 which was issued under the Agreement for Professional Services dated September 7, 2010 (hereinafter called the "AGREEMENT"), between the City of Arcadia, a Florida municipal corporation (hereinafter called "OWNER") and Hazen and Sawyer, P.C. (hereinafter called "ENGINEER").

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

WHEREAS, the OWNER desires the ENGINEER to continue to provide engineering services related to the utility system including the water and wastewater treatment plants, distribution and collection system and stormwater system as well as to provide general engineering assistance with other utility matters as they arise.

SCOPE OF SERVICES

Therefore, the ENGINEER has agreed to continue to provide General Consulting Services which may not all be defined at the present time but may include the following task:

Task 1 – Review monthly discharge monitoring reports submitted to FDEP on monthly basis.

Task 2 – Assist City with compliance issues associated with the Utility system.

Task 3 – Assist City with preparation of regulatory reports associated with their wastewater, stormwater and water systems.

Task 4 – Provide engineering assistance with utility review of FDOT roadway plans that impact City utilities.

Task 5 - Provide permitting and funding assistance associated with improvements to the utility system.

Task 6 – Provide GIS, modeling and planning assistance with distribution and collection system.

Task 7 - Provide other general engineering assistance to the OWNER as requested on a wage plus multiplier basis.

Task 8 – Provide monthly status report that summarizes work completed.

If accepted by the ENGINEER, specific services to be performed are to commence upon receipt of an oral or written request to perform General Consulting Services from the City Administrator, provided any such oral notification is confirmed to ENGINEER in writing within seventy-two (72) hours. Services to be rendered under this Specific Authorization are provided in accordance with Articles 3 and 4 of the AGREEMENT. It is understood and agreed that the nature, scope, and schedule for the services to be provided is not defined at present; therefore, the actual services provided for the budget established below cannot be defined. Payment of invoices rendered pursuant to this Specific Authorization shall constitute OWNER's acceptance of the services provided.

TIME SCHEDULE

Services described herein will commence upon receipt by Hazen and Sawyer of this executed Specific Authorization. It is anticipated that the work for this project will be completed and submitted in accordance within an agreed upon schedule by OWNER.

COMPENSATION

The ENGINEER shall be paid in accordance with the Direct Labor Costs Times a Factor as set forth in Article 5.1.1 of the AGREEMENT. A budget of \$50,000 for services under this Amendment 1 to Specific Authorization 16 has been established, resulting in a total budget of \$75,000 for Specific Authorization 16. This amount will not be exceeded without the OWNER's written approval and an approved amendment. All work performed for the water treatment plant, wastewater treatment plant, water distribution system and wastewater collection system will be shown separately on the invoice, based on the following estimated amounts. However, these amounts within each of these categories may vary based on the City requirements; however the total budget will not be exceeded.

Water Treatment Plant Assistance	\$15,000
Wastewater Treatment Plant Assistance	\$25,000
Water Distribution System Assistance	\$5,000
Wastewater Collection System Assistance	\$5,000

RECEIVED

OCT 21 2013

BY: ESC.....

AGREEMENT. It is understood and agreed that the nature, scope, and schedule for the services to be provided is not defined at present; therefore, the actual services provided for the budget established below cannot be defined. Payment of invoices rendered pursuant to this Specific Authorization shall constitute OWNER's acceptance of the services provided.

TIME SCHEDULE

Services described herein will commence upon receipt by Hazen and Sawyer of this executed Specific Authorization. It is anticipated that the work for this project will be completed and submitted in accordance within an agreed upon schedule by OWNER.

COMPENSATION

The ENGINEER shall be paid in accordance with the Direct Labor Costs Times a Factor as set forth in Article 5.1.1 of the AGREEMENT. A budget of \$50,000 for services under this Amendment to Specific Authorization 16 has been established, resulting in a total budget of \$75,000 for Specific Authorization 16. This amount will not be exceeded without the OWNER's written approval and an approved amendment.

OTHER PROVISIONS

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

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

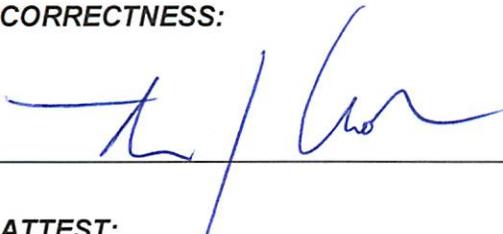
WITNESS:

ENGINEER
Hazen and Sawyer

By: _____

By: _____
Damann Anderson, PE
Vice President

**APPROVED AS TO FORM AND
CORRECTNESS:**



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

ATTEST:

By: _____
Gia Lancaster
City Recorder

By: _____
Alice Frierson
Mayor

OTHER PROVISIONS

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

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

WITNESS:

ENGINEER
Hazen and Sawyer

By: 
Julie Karleskint, PE
Project Manager

By: 
Damann Anderson, PE
Vice President

**APPROVED AS TO FORM AND
CORRECTNESS:**

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

ATTEST:

By: _____
Thomas Slaughter
Interim City Administrator

By: _____
Alice Frierson
Mayor

AGENDA No. 3



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date November 19, 2013

DEPARTMENT: Administration

SUBJECT: Request for Special Event Permit from Team Arcadia

RECOMMENDED MOTION: Approval from City Council

Team Arcadia is requesting a special event permit for Holiday Tour of Homes on December 14, 2013 from 4pm-8pm. They will be meeting at Tree of Knowledge approximately 200 people will attend the tour.

FISCAL IMPACT: _____

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Other PERMIT

Department Head

Date:

Finance Director (As to Budget Requirements) Renee Green

Date:

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

Date:

City Administrator: (Interim) Tom Slaughter

Date:

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

SPECIAL EVENTS

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

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

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

- a. A narrative describing the approximate number of people expected to attend,
- b. Whether signs will be placed in the city rights-of-way,
- c. Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, etc.)
- d. Indicate whether additional electric service will be required, and if so where.
- e. Whether streets will be closed, or barricades erected.
- f. Include details of traffic control, emergency access and parking arrangements.
- g. Describe the provisions made for collection of trash, garbage & recycling.

- h. If applicable, specify the location and indicate whether or not you have the owner's permission to hold the event at that location and provide owner's contact information.

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

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

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

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

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

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

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

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


Signature of Applicant/Event Sponsor

Nov 8, 2013
Date

Bruce Neveau
PRINTED Name of Above

863 558 6224
Contact Phone #



**City of Arcadia
SPECIAL EVENT PERMIT APPLICATION**

Date Submitted: Nov 8, 2013
Event Name Holiday Tour of Homes
Event Location Tree of Knowledge
Date(s) of Event Dec 14, 2013 Hours of Event 4pm - 8pm
Expected Attendance 200
Event Sponsor Team Arcadia Non-Profit? YES NO
Description of Event Tour of selected sites

Contact Person Bruce Neveau Telephone (813) 538-6224
Fax # _____ Email nbruden@msn.com
Insurance Carrier Desoto
Insurance Agent Phil Agent's Phone _____

- | | | |
|--------------------------|---|--|
| Alcoholic Beverages? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Tents? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Cooking? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Outdoor Music? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Additional Electric? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Carnival Rides? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Wildlife? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Fireworks? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Signs Displayed? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Set-up/Clean-up by City? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| City Police required? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Road Closures? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |

If Yes, please specify locations: N/A

Other Pertinent Information: N/A

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

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

INDEMNIFICATION & HOLD HARMLESS

I, _____, as _____ of
(Printed Name) (Title or Office Held)
_____, do hereby agree to hold the City of Arcadia,
(Club, organization, group, etc)
its agents and employees, harmless and indemnify same from any civil actions or claims of any
nature made in connection with the event known as the _____ to
(Name of Event)
be held at _____ on _____.
(Location) (Date)

By: _____
(Signature)

Printed Name: _____

Entity Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

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

NOTARY PUBLIC

(SEAL)

AGENDA No. 4



EQUIPMENT CHECK-OUT/RENTAL APPLICATION

PLEASE PRINT

DeSoto County Homeless Coalition 1425 ML King St.
Name of Person/Organization Address

Valerie Critchett, President 494 5435
Responsible Person Phone Number

LOCATION OF EVENT: 1425 ML King St

DATE & TIME OF EVENT: Sat 11/23/13 @ 12:00 noon

EQUIPMENT RATES per 24-hours rental excluding weekends and holidays:
(Specify number)

10 Tables..... \$8.00 each \$ 80.00

40 Chairs..... \$1.00 each \$ 40.00

Requested Date of Pick - Up: Fri 11/22/13 Rental Total: \$ 120.00

Anticipated Date of Return: Mon 11/25/13

(Prefer Sat evening return if an employee is working)

A damage deposit of \$50.00 for 5 tables and/or 50 chairs or less; or \$100.00 for more than 5 tables and/or 50 chairs shall be charged for any equipment rental. Damaged equipment shall be repaired or replaced at cost borne by renter.

Damage Deposit \$ _____ Cash Check # _____

I agree to be responsible for repairs and/or replacement of damaged or lost equipment. Rental payment must be made in advance.

Valerie Critchett 11/6/13
Signature of Applicant Date

Issued By _____ Date _____

(OFFICE USE ONLY)

APPROVED BY: _____ DATE _____

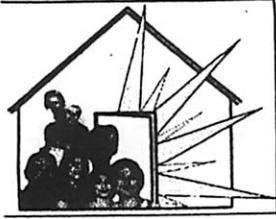
EQUIPMENT ISSUED BY: _____ DATE _____

RETURN RECEIVED BY: _____ DATE _____

NOTE OF DAMAGE OR MISSING EQUIPMENT: _____

APPLICANT'S SIGNATURE ACKNOWLEDGING
DAMAGE OR MISSING EQUIPMENT: _____

*please waive fees.
Thanks
Vg*



DeSOTO COUNTY HOMELESS COALITION, INC.

P. O. Box 271

Arcadia, FL 34265

863-494-5435 (Phone)

863-494-5433 (Fax)

MISSION: To prevent and end homelessness in DeSoto County.

11/6/2013

Please find contact phone numbers for DeSoto County Homeless Coalition

1) Valerie Gilchrist, President
863-244-8734

2) Nancy Jo Vaughn, Vice President
863-993-4470

3) Dr Patrick Elmore, Director
786-543-3261

Thank You
Valerie Gilchrist

VISION: To see homeless and potentially homeless individuals becoming productive citizens.

AGENDA No. 5



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date November 19, 2013

SUBJECT: Air- Cadia Flowage and hanger rent report- October 2013

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

FLOWAGE AND HANGER RENT REPORT October 2013

Aviation Fuel	335.8 GALLONS @ \$0.01/ga	\$	3.36
Lubrication oil.....	0.00Gallons.04/gal	\$.00
Tiedown Fee.....	87.50/50%	\$	43.75
BLDG F...mit 1 and 2.....	650.00/90%	\$	585.00
Bldg F Unit 3.....	433.00/90%	\$	390.00
T-hangers.....	\$4,500.00/90%	\$	4,050.00
Late Fee.....	50.00/90%		45.00
This month 20 of the 20 hangers rented-Building A and B 3 of the 3 hangers rented-Building F			
Adjustments uncollected-Greene-October			(\$225.00)
Ring-October			(\$225.00)
Collected-Martell-September			\$225.00
Total due City for October 2013		\$	4,892.11
Paid Check # <u>2674</u>			

FISCAL IMPACT: _____

- Capital Budget
- Operating
- Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head _____ Date: _____

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

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

City Administrator: (Interim) Tom Slaughter Date: _____

Air-Cadia

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

FLOWAGE AND HANGER RENT REPORT October 2013

<i>Aviation Fuel</i>	335.8 GALLONS @ \$0.01/ga	\$	3.36
<i>Lubrication oil</i>	0.00Gallons.04/gal	\$.00
<i>Tiedown Fee</i>	87.50/50%	\$	43.75
<i>BLDG F...unit 1 and 2</i>	650.00/90%	\$	585.00
<i>Bldg F Unit 3</i>	433.00/90%	\$	390.00
<i>T-hangers</i>	\$4,500.00/90%	\$	4,050.00
<i>Late Fee</i>	50.00/90%		45.00
<i>This month 20 of the 20 hangers rented-Building A and B 3 of the 3 hangers rented-Building F</i>			
<i>Adjustments uncollected-Greene-October</i>			(\$225.00)
<i>Ring-October</i>			(\$225.00)
<i>Collected-Martell-September</i>			\$225.00
<i>Total due City for October 2013</i>			\$ 4,892.11
<i>Paid Check #</i> <u>2674</u>			



AIR-CADIA INC.
PHONE 863-494-7844
 2268 SE AC POLK JR DRIVE
 ARCADIA, FLORIDA 34266

2674

DATE 11-12-2013 63-215-631

PAY
TO THE
ORDER OF

City of Arcadia

\$4,892¹¹/₁₀₀

Four Thousand Eight Hundred Ninety Two¹¹/₁₀₀

DOLLARS  Security Features Included. Details on Back.



ACH RT 081000104

FOR *OCT*

R. Minnear

MP

⑈00002674⑈ ⑆063102152⑆0115001577352⑈

Register: Accounts Receivable

From 09/01/2013 through 10/31/2013

Sorted by: Date, Type, Number/Ref

Date	Number	Customer	Memo/Description	Qty	Rate	Charge	Paid	Balance
09/01/2013	2365	Ring				240.75		265.75
09/30/2013	2403	Ring				25.00		290.75
10/01/2013	2393	Ring				240.75		531.50
10/31/2013	2435	Ring				25.00		556.50

$\$240.75$ OCT
 < 15.757 Sales Tax

 225.00 OCT
 25.00 Late

 250.00
 $\times 90\%$

 225.00 OCT UNCOLLECTED

Air-Cadia Inc.

11/12/2013

Register: Accounts Receivable

From 09/01/2013 through 10/31/2013

Sorted by: Date, Type, Number/Ref

Date	Number	Customer	Memo/Description	Qty	Rate	Charge	Paid	Balance
09/01/2013	2355	GreeneB				240.75		240.25
09/17/2013		GreeneB					214.00	26.25
10/01/2013	2382	GreeneB				240.75		267.00
10/31/2013	2434	GreeneB				25.00		292.00

$\$240.75$
 < 15.757 sales tax

 $\$225.00$ OCT
 25.00 Late fee

 250.00
 $\times 90\%$

 225.00 uncollected OCTOBER