

**AGENDA  
ARCADIA CITY COUNCIL  
CITY COUNCIL CHAMBERS  
23 N. POLK AVE., ARCADIA, FL  
TUESDAY, JANUARY 17, 2012  
6:00 PM**

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

**CONSENT AGENDA**

1. Minutes of the January 3, 2012 Regular Meeting.
2. Check warrants from December 30, 2011 and January 6, 2012.

**DISCUSSION ITEMS**

3. Appointing Members to the Charter Review Advisory Committee.(Councilman Fink)
4. City Visioning Workshop Update (Councilman Fink)
5. Request for Certificate of Appropriateness as recommended by the Historic Preservation Commission for proposed monument sign located at the former Suntrust monument sign for Heritage Baptist Church – 15 West Hickory. (Judi Jankosky, Asst. City Administrator)
6. Request for Certificate of Appropriateness as recommended by the Historic Preservation Commission for proposed exterior renovations to the existing building located at 114 N. Polk Avenue – Applicant, Habitat for Humanity. (Judi Jankosky, Asst. City Administrator)
7. Request for Certificate of Appropriateness as recommended by the Historic Preservation Commission for proposed placement of 8 x 20 metal storage container, shell for parking lot and asphalt for business purposes on parcel located at 131 N. Brevard Avenue – Applicant, Jawahirlall Tillack. (Judi Jankosky, Asst. City Administrator)
8. Pre-Qualification of a Business Proposal from Rickey Hilton. (Mr. Rickey Hilton)
9. 2012 Evaluation and Appraisal Report. (Jennifer Codo-Salisbury, CFRPC)

**RESOLUTION**

10. **RESOLUTION NO. 2012-01; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA REGARDING ATTENDANCE OF COUNCIL MEMBERS AT COUNCIL MEETINGS. (City Attorney)**

**ORDINANCES**

11. **ORDINANCES NO. 968 FIRST READING OF AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF ARCADIA, FLORIDA FOR PROPERTIES LOCATED AT 122 AND 126 NORTH HILLSBOROUGH AVENUE (PARCEL NUMBERS 25-37-24-**

*If a person decides to appeal any decision made by the board, agency, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

0012-0200-0090 AND 25-37-24-0012-0200-0080) FROM THE FUTURE LAND USE OF LOW DENSITY RESIDENTIAL TO PUBLIC BUILDINGS AND GROUNDS; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Jennifer Codo-Salisbury, CFRPC)

12. ORDINANCE NO. 969 FIRST READING OF AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ARCADIA, FLORIDA FOR PROPERTIES LOCATED AT 122 AND 126 NORTH HILLSBOROUGH AVENUE (PARCEL NUMBER 25-37-24-0012-0200-0090 AND 25-37-24-0012-0200-0080) FROM THE ZONING OF SINGLE-FAMILY, LOW DENSITY RESIDENTIAL DISTRICT (R-1B) TO PROFESSIONAL OFFICE DISTRICT (P-1); PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Jennifer Codo-Salisbury, CFRPC)

13. ORDINANCE NO. 970 FIRST READING OF AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA, A MUNICIPAL CORPORATION, RELATED TO PUBLIC PARKS; AMENDING THE CITY OF ARCADIA CODE OF ORDINANCES, SECTION 74-34; PROVIDING THAT ALL CITY PARKS SHALL BE CLOSED EACH DAY FROM DUSK UNTIL DAWN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)

**COMMENTS FROM DEPARTMENTS**

14. City Marshal

15. Attorney

16. Administrator

- a. Airport Traffic Accident
- b. Mobile Home Park signs removal by FDOT
- c. Water Treatment Plant Groundbreaking Ceremony

**PUBLIC** (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

**MAYOR AND COUNCIL MATTERS**

**ADJOURN**

*If a person decides to appeal any decision made by the board, agency, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

**MINUTES  
CITY COUNCIL  
CITY OF ARCADIA  
TUESDAY, JANUARY 3, 2012  
6:00 PM**

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

The meeting was called to order at approximately 6:00 p.m.

**Arcadia City Council**

Deputy Mayor Alice Frierson  
Councilman Robert R. Allen  
Mayor Keith Keene – Present VIA Phone

Councilman Joseph E. Fink  
Councilman Robert Heine-Absent

**Arcadia City Staff**

City Administrator Lawrence Miller  
City Attorney William Galvano  
Asst. City Administrator Judi Jankosky

City Recorder Virginia S. Haas  
Captain Matt Anderson  
Marshal Charles Lee

Deputy Mayor Frierson gave the invocation which was followed by the Pledge of Allegiance.

**PRESENTATIONS**

- December Employee of the Month – Fred Lewis, Systems Supervisor

Deputy Mayor Frierson presented Mr. Fred Lewis, Systems Supervisor, with the December employee of the month for his excellent service to the City. Dr. Miller thanked Mr. Lewis for his long time and devoted service to the City and was pleased it was Mr. Lewis who ended our 2011 year with such a valued employee.

**CONSENT AGENDA**

1. Minutes of the December 6, 2011 Workshop and Regular Meetings.
2. Check warrants from December 2, 2011, December 9, 2011 and December 21, 2011.
3. Air-Cadia Flowage and Hanger Rent Report for October and November 2011.
4. Mobile Home Park Monthly Report for November 2011.
5. Special Event Request for Masquerade at McSwain Park on February 25, 2012 (Leadership DeSoto)
6. Request for Street Closing of Oak Street between Polk and Monroe from 4:00 p.m. to 8:00 p.m. for Monthly Car Show on Friday, January 13, 2012; Friday, February 10, 2012; and Friday, March 9, 2012.

**A motion was made by Councilman Fink and seconded by Councilman Allen to approve consent agenda items 1 through 6. The motion carried 4-0.**

### **DISCUSSION ITEMS**

7. Approval of Contract with Cintas for document shredding and compliance with Privacy Laws governed by FTC. (City Recorder)

Ms. Haas explained the Cintas Contract in their packets was the final contract as reviewed and approved by the City Attorney which includes a one year contract, one executive container with pickup and shredding once every 4 weeks at a cost of \$35.00 per month. City Attorney Galvano reminded that this contract would require review 60 days prior to its automatic yearly renewal and recommended each year to Council for approval.

**A motion was made by Councilman Fink and seconded by Councilman Allen to approve the Contract with Cintas as outlined above. The motion carried 4-0.**

8. Appointing Members to the Charter Review Advisory Committee and update on first meeting.(City Recorder)

Ms. Haas updated the City Council regarding the first Charter Review Advisory Committee meeting noting that only three members were present. The last appointed member by Council had declined service. She asked if any of the Council had more recommendations for this Committee and reported that the next meeting was scheduled for January 18, 2012 at 4 p.m. Mrs. Ann Pepper stated she had a list of names she would give to Councilman Fink.

9. Request from Pride of Arcadia Chapter #106 to adopt Orange Avenue.

Ms. Fontella Luther, Worthy Matron, Pride of Arcadia Chapter #106 stated this organization would like to give back to the community by adopting Orange Ave. and pledging to maintain the upkeep of the road as well as following all regulations given by the City. Deputy Mayor Frierson and Mayor Keene commended the request and hoped this idea would flourish throughout the City.

**A motion was made by Mayor Keene and seconded by Councilman Fink to approve the request from Pride of Arcadia Chapter #106 to adopt Orange Avenue and to post signs on the street to reflect that effort. The motion carried 4-0.**

10. Request for donation from DeSoto County Homeless Coalition, Inc.

Ms. Valerie Gilchrist, DeSoto Homeless Coalition, Inc. addressed the City Council and distributed a list of accomplishments for 2011. She distributed statistics on the poverty level in DeSoto County and information regarding grants for the homeless. She continued that in order to administer these type grants you need funding for overhead and operations. She responded to Deputy Mayor Frierson that there are currently 563 homeless in DeSoto County and with the last pool of funding they were able to assist at least 100 homeless, 200 including children. Councilman Allen stated he had no problem with the request, however, he would like to hear from Dr. Miller concerning the availability of City funds. Dr. Miller replied that the City recently garnered \$5,000 from the sale of surplus City vehicles. Ms. Gilchrist responded to

Deputy Mayor Frierson that typical administrative overhead is about \$6,000 per month and all staff volunteer. Councilman Fink reminded that the City would not be able to assist in this way each month.

**A motion was made by Councilman Allen and seconded by Councilman Fink to donate garnered funds from the sale of surplus vehicles in the amount of \$5,000 to the DeSoto Homeless Coalition, Inc. The motion carried 4-0.**

**11. City Vision discussion on direction and goals for the City of Arcadia (Councilman Fink)**

Councilman Fink reported that due to the recent change in City Council that the City Administrator should know how the present Council sees the City going forward and what needs to prioritize. He suggested a City Vision Workshop. Councilman Allen agreed and requested that a notice be placed in the newspaper for Citizen Participation. Mayor Keene agreed stating that the City needs a strategic plan, mission, review of goals and planning for the future. He asked if the Council may consider a Saturday workshop so that he could attend as well as utilizing a facilitator for the meeting. Councilman Fink agreed and suggested someone from School District or County. Councilman Allen suggested the Civic Clubs, Rotary and Kiwanis Clubs.

**The City Council agreed to public advertisement of a Visioning Workshop on Saturday, January 28, 2012 at 9 a.m. in the conference room of the Way Building. Councilman Fink offered to contact the County regarding a facilitator for the meeting.**

**12. Proposed trash removal rebate (Councilman Fink)**

Councilman Fink reported that he received complaints regarding the holiday schedules for garbage pickup and stated if citizens pay for 8 pickups then it would reason they should receive 8 pickups. He stated that citizens do not want to be charged for a service that it is not provided and those missed pickups could be prorated off the next bill.

Councilman Allen stated that Citizens know when holiday pickups occur and Deputy Mayor Frierson voiced that the City has more pressing issues. Ms. Ann Pepper indicated that normally her Monday holiday pickup occurs on Tuesday which she has no problem. Dr. Miller explained that Christmas Holidays sometime occur on Friday and Monday, however all garbage does get picked up. He continued that staff in the past worked on holidays, however now there is a holiday schedule. He stated as of today staff began picking up both Monday's and Tuesday's missed garbage. Ms. Ann Pepper noted that the City formerly placed ads in the newspaper. Mr. Gary Frierson stated that if he received 9 pickups one month would the City charge him for the extra pickup? Mayor Keene commented that he hoped to move on to the next item. There was some discussion regarding placing notices on the water and garbage bill. Holiday garbage pickup schedules are currently published in the Peace River Shopper and on the City Web Site.

**COMMENTS FROM DEPARTMENTS**

**13. City Marshal – December 2011 Report Included.**

Marshal Lee responded to Councilman Fink that there was a two car accident by Mills Avenue.

#### 14. Attorney

Attorney Galvano reported that the City Administrator's contract expires January 11, 2012 and thanked the Council for their evaluations which he distributed along with the totaled scores. He noted that he did not receive Councilman Heine's evaluation. He explained that the City Council may extend another year or less however the contract does require Council to take action or the contract expires. Attorney Galvano responded to Councilman Fink that all have seen the evaluations except Mayor Keene.

**A motion was made by Councilman Fink to extend the City Administrator's contract for 1 year. Mayor Keene seconded the motion.**

Deputy Mayor Frierson stated that she felt Council should meet and discuss the evaluations and renewal of the contract. Councilman Allen agreed and added he would be willing to a 6 month renewal of the contract. Attorney Galvano added that the City Administrator would have to agree as well. Mayor Keene was not opposed to the 6 month renewal of the contract.

**Councilman Fink amended his main motion to extend the City Administrator's contract for 6 months. The motion was seconded by Mayor Keene. Deputy Mayor Frierson stated again the full Council should be present. The motion carried 3-1 with voting as follows: Councilman Fink, Yes; Councilman Allen, Yes; Deputy Mayor Frierson, No; Mayor Keene, Yes.**

**Dr. Miller thanked the City Council for their confidence and mentioned that he too would like to have a discussion regarding his evaluation. Dr. Miller accepted the six month extension of his contract. Attorney Galvano stated he would send a copy of the evaluations to Mayor Keene for his review.**

Attorney Galvano reported that he spoke to Councilman Heine and addressed the concerns Council brought forward at the last meeting. Councilman Heine told Attorney Galvano that he has health issues, which he felt were excused, and is optimistic in attending the next scheduled Council Meeting on January 17, 2012. Attorney Galvano reviewed the items in the Charter pertaining to absences and noted there was some discretion in determining an excused versus an unexcused absence. He continued that Council could set a policy or adopt a resolution addressing excused and unexcused absences. Attorney Galvano responded to Mayor Keene that a Resolution would be best avenue to address this issue.

**A motion was made by Councilman Fink and seconded by Councilman Allen directing the City Attorney to draft a resolution defining an excused versus an unexcused absence. The motion carried 4-0.**

#### 15. Administrator

- a. Update on Interlocal Agreement Fire & Emergency Services, Amendment 1. Meeting date to be set with County Administration.

Dr. Miller reported that a meeting was set with the County for January 23, 2012 and asked

if the Deputy Mayor could attend. Dr. Miller stated he would inform the Deputy Mayor of the exact date, time and location.

b. Voluntary Recycling Program Update.

Dr. Miller reported that he spoke with Waste Management and a consultant firm which he has future meeting dates scheduled. He added that there is a new plant in Tampa that accepts paper, plastic, and all recyclables at the same facility. He continued that Public Works is working with a private company regarding access to recycling bins. Councilman Fink reported that the County Administrator also wants to start a recycling program in the County. Dr. Miller stated that Waste Management spoke of a Regional Site and mentioned the old Livestock Market and possibility of a USDA Grant. Attorney Galvano reported a possible conflict of interest as he represents Waste Management. Councilman Allen stated he was against recycling because he is aware of several people in town who pickup recycling.

c. Arcadia Housing Authority – PILOT (Payment In Lieu of Taxes) program.

Mr. Paul Bennett Seusy, PA, representing the Arcadia Housing Authority, explained the PILOT program and condition of the properties located on Jordan and Baldwin Avenues. The offer in essence is: Should the Housing Authority successfully transfer the properties to a third party, the Housing Authority will pay the disputed property taxes. The City of Arcadia would receive approximately 1/3 of taxes paid (\$17,202.48) by the Housing Authority. In return, the City of Arcadia will forgive any past due PILOT payments owed by the Housing Authority through 2011, and the Housing Authority would continue making payments under the PILOT agreement thereafter. Attorney Galvano asked for time to review the agreement and be prepared to present a recommendation at the next City Council Meeting.

d. Preferred Govt. Ins. Trust Audit Credit.

Dr. Miller reported that the City received a credit of \$10,492.00 from Preferred Governmental Insurance Trust following an audit of the Cities' workers compensation and employer's liability coverage. He noted this was in addition to the equipment insurance and adjusting of the Cities assets list.

e. Citizens Satisfaction Survey.

Dr. Miller reported there is now a Citizens Satisfaction Survey available in all departments and on the City Web Site for Citizens to report on any issues or services rendered by City departments.

Dr. Miller reported that the Church of Nazarene would open at 7 p.m. tonight for anyone needing shelter from the cold temperatures.

**PUBLIC** (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Ms. Ann Pepper stated she would not be in favor of a Regional Recycling Center at the Livestock yard.

Dr. Miller stated that a Regional Recycling Program was just an idea put forth by Waste Management and on the subject of Tremron that he is continuing negotiations with Tremron and if unsuccessful other measures would have to be taken in order to resolve the situation.

**MAYOR AND COUNCIL MATTERS**

Mayor Keene thanked the Deputy Mayor and Council for their service and was looking forward to the visioning session.

Deputy Mayor Frierson, Councilman Allen and Councilman Fink had no report.

**ADJOURN**

There being no further business, the meeting was adjourned at 7:45 p.m.

**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

By:

\_\_\_\_\_  
Keith Keene, Mayor

ATTEST:

\_\_\_\_\_  
Virginia S. Haas, City Recorder

12/30/2011 08:35  
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WARRANT LIST BY VOUCHERPG 12  
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WARRANT: 20111206 12/30/2011

DUE DATE: 12/30/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
84797	10030	W & S ENTERPRISE ACCOUNT	52343	100	INV	12/30/2011	25.20	ACCT #2090708000
84798	10030	W & S ENTERPRISE ACCOUNT	52345	100	INV	12/30/2011	25.20	ACCT #2090708200
84799	10030	W & S ENTERPRISE ACCOUNT	52716	100	INV	12/30/2011	25.20	ACCT #2110915600
84800	10030	W & S ENTERPRISE ACCOUNT	53091	100	INV	12/30/2011	50.70	ACCT #3150252900
84801	2041	DEPARTMENT OF CORRECTIONS	WS61002-02	100	INV	12/30/2011	14,501.00	WORK SQUAD 2ND QTR 01/
84804	914	PITNEY BOWES, INC	12272011_RESERVE	100	INV	12/30/2011	723.13	RESERVE ACCT #23529985
84805	439	SECURITY ALARM CORPORATION	101749	100	INV	12/30/2011	336.00	SECURITY MONITORING -
84806	190070	SHORT ENVIRONMENTAL	11-3276	100	INV	12/30/2011	210.00	12/12,13/11 SAMPLE
84807	2439	TD EQUIPMENT FINANCE INC	DECEMBER 2011	100	INV	12/30/2011	11,772.65	LEASE NO. 40066715 - D
84808	200075	TOTAL PEST CONTROL OF	836588	100	INV	12/30/2011	25.00	COMMERCIAL PEST CONTRO
84809	200075	TOTAL PEST CONTROL OF	836583	100	INV	12/30/2011	41.00	COMMERCIAL PEST CONTRO
84810	200075	TOTAL PEST CONTROL OF	836582	100	INV	12/30/2011	41.00	COMMERCIAL PEST CONTRO
84811	200075	TOTAL PEST CONTROL OF	836590	100	INV	12/30/2011	30.00	COMMERCIAL PEST CONTRO
84812	60015	FEDERAL EXPRESS CORP	7-731-63324	100	INV	12/30/2011	27.93	ACCT #1175-2414-0
84813	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 CITY HL	100	INV	12/30/2011	436.84	26417-31993: 123 W HIC
84814	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 VOL PK P	100	INV	12/30/2011	16.33	86639-39968: 16 S VOLU
84815	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 ARC PKG	100	INV	12/30/2011	22.71	86903-33953: 948 N ARC
84816	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 VIRG STO	100	INV	12/30/2011	10.08	11873-76494: 400 VIRGI
84817	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 ARC LL	100	INV	12/30/2011	32.61	59153-15104: 948 N ARC
84818	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 WEST FLD	100	INV	12/30/2011	7.42	79406-02274: 400 VIRGI
84819	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 SPEER CT	100	INV	12/30/2011	17.36	86753-33960: 400 VIRGI
84820	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 CONCESSI	100	INV	12/30/2011	16.95	86913-31980: 948 N ARC
84821	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 NE FIELD	100	INV	12/30/2011	468.53	86893-35928: 948 N ARC
84822	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 VIR CONC	100	INV	12/30/2011	40.56	86763-31997: 400 VIRGI
84823	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 SHFFLBRD	100	INV	12/30/2011	78.57	86589-32937: 12 S BREV



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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 13  
apwarnt

WARRANT: 20111206 12/30/2011

DUE DATE: 12/30/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
84824	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 WAY BLDG	100	INV	12/30/2011	694.45	16067-36906: 23 N POLK
84825	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 POLK PD	100	INV	12/30/2011	168.05	45077-91079: 13 N POLK
84826	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 ENT LTS	100	INV	12/30/2011	12.08	45462-36987: 705 S BRE
84827	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 58 OHIO	100	INV	12/30/2011	6.35	63047-74554: 58 OHIO A
84828	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 6 DELAWA	100	INV	12/30/2011	6.35	98723-26062: 6 DELAWAR
84829	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 ARIZ A1	100	INV	12/30/2011	71.80	98398-30024: 92 ARIZON
84830	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 69 ARIZO	100	INV	12/30/2011	65.64	98121-92558: 69 ARIZON
84831	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 42 MAINE	100	INV	12/30/2011	6.35	84938-29595: 42 MAINE
84833	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 KENTUC A	100	INV	12/30/2011	70.97	80570-77599: 82 KENTUC
84834	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 MICHIGAN	100	INV	12/30/2011	6.35	77909-46177: 10 MICHIG
84835	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 3 DELAWA	100	INV	12/30/2011	92.05	77666-24402: 3 DELAWAR
84836	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 33 IOWA	100	INV	12/30/2011	73.14	68624-24436: 33 IOWA S
84837	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 7 MAINE	100	INV	12/30/2011	6.35	65052-36940: 7 MAINE S
84838	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 6 MAINE	100	INV	12/30/2011	6.35	65042-38913: 6 MAINE S
84839	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 5 MAINE	100	INV	12/30/2011	6.35	55952-31928: 5 MAINE S
84840	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 87 ARIZO	100	INV	12/30/2011	23.08	55862-36993: 87 ARIZON
84841	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 ARI A2	100	INV	12/30/2011	7.42	55852-38966: 92 ARIZON
84842	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 OHIO CIT	100	INV	12/30/2011	15.36	55772-39956: 55 OHIO A
84843	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 48 OREGO	100	INV	12/30/2011	15.00	55492-33921: 48 OREGON
84844	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 35 IOWA	100	INV	12/30/2011	6.35	55472-39979: 35 IOWA S
84845	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 47 OREGO	100	INV	12/30/2011	6.35	55422-32946: 47 OREGON
84846	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 40 IOWA	100	INV	12/30/2011	6.35	55192-33943: 40 IOWA S
84847	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 MAINE RE	100	INV	12/30/2011	50.21	55132-30994: 1 MAINE S
84848	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 82 KENTU	100	INV	12/30/2011	6.35	46992-76590: 82 KENTUC
84849	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 14 MICH	100	INV	12/30/2011	6.35	44658-19037: 14 MICHIG



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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 14  
apwarrnt

WARRANT: 20111206 12/30/2011

DUE DATE: 12/30/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
84850	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 26 IOWA	100	INV	12/30/2011	91.39	41941-53187: 26 IOWA S
84851	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 4 MAINE	100	INV	12/30/2011	63.75	35822-34955: 4 MAINE S
84852	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 3 MAINE	100	INV	12/30/2011	6.35	35812-36928: 3 MAINE S
84853	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 2 MAINE	100	INV	12/30/2011	6.35	35752-33972: 2 MAINE S
84854	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 79 KENTU	100	INV	12/30/2011	21.55	30483-57549: 79 KENTUC
84855	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 53 OREGO	100	INV	12/30/2011	6.35	30175-97505: 53 OREGON
84856	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 18 MICH	100	INV	12/30/2011	6.35	29527-71240: 18 MICHIG
84857	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 LIGHTS M	100	INV	12/30/2011	17.69	25662-31979: 86 ARIZON
84858	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 75 COLOR	100	INV	12/30/2011	44.76	24707-30355: 75 COLORA
84859	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 57 OHIO	100	INV	12/30/2011	6.35	19191-09098: 57 OHIO A
84860	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 92 KENTU	100	INV	12/30/2011	6.35	16338-95519: 92 KENTUC
84861	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 89 ARIZO	100	INV	12/30/2011	6.35	14741-99153: 89 ARIZON
84862	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 90 ARIZO	100	INV	12/30/2011	78.00	14354-94271: 90 ARIZON
84863	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 4 DELAWA	100	INV	12/30/2011	65.84	13741-18592: 4 DELAWAR
84864	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 59 OHIO	100	INV	12/30/2011	69.44	12673-22145: 59 OHIO A
84865	1484	ADVANCE COMMERCIAL CHARGE A	9127135372217	100	INV	12/30/2011	4.98	STARTING FLUID 11 OZ
84868	40050	DESOTO AUTOMOTIVE INC	317389B	100	INV	12/30/2011	5.89	FASTENERS
84869	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 76 COLOR	100	INV	12/30/2011	51.50	10221-01313: 76 COLORA
84870	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 13 MICH	100	INV	12/30/2011	6.35	07924-93496: 13 MICHIG
84871	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 67 ARIZO	100	INV	12/30/2011	65.65	06358-74332: 67 ARIZON
84872	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 41 IOWA	100	INV	12/30/2011	67.92	05933-10170: 41 IOWA S
84873	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 80 KENTU	100	INV	12/30/2011	54.24	01963-45235: 80 KENTUC
84874	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 SOFTBALL	100	INV	12/30/2011	17.70	79812-41180: 948 N ARC
84875	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 ARC LTS	100	INV	12/30/2011	17.70	98315-85519: 948 N ARC
84876	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 TENNIS C	100	INV	12/30/2011	69.05	86833-32970: 400 VIRGI



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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 15  
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WARRANT: 20111206 12/30/2011

DUE DATE: 12/30/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
84877	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 EAST FLD	100	INV	12/30/2011	7.42	13266-99236: 400 VIRGI
84878	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 LK CATH	100	INV	12/30/2011	7.42	25213-93492: 1 W OAK S
84879	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 LAKE LTS	100	INV	12/30/2011	141.38	82700-62345: 1051 W MA
84880	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 HICK OL	100	INV	12/30/2011	23.87	11635-82172: 34 W HICK
84881	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 TREE OF	100	INV	12/30/2011	86.00	37213-04404: 1 N DESOT
84882	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 1 ORANGE	100	INV	12/30/2011	292.03	38815-93564: 1 ORANGE
84883	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 STREET L	100	INV	12/30/2011	7,237.46	75847-31934: STREET LI
84884	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 HIBISCUS	100	INV	12/30/2011	49.78	35352-38921: 200 HIBIS
84885	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 GOLDEN A	100	INV	12/30/2011	100.78	15106-36952: 1180 SW G
84886	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 OAK SCH	100	INV	12/30/2011	8.05	54755-19517: 415 W OAK
84887	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 324 SCHL	100	INV	12/30/2011	8.37	24800-91236: 324 W OAK
84888	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 PARKER G	100	INV	12/30/2011	325.37	24443-30944: 200 S PAR
84889	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 SEWAGE	100	INV	12/30/2011	6,915.75	24483-39941: SEWAGE PL
84890	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 TRF LGTS	100	INV	12/30/2011	172.88	75897-38967: TRF LGTS
84891	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 BALDWIN	100	INV	12/30/2011	570.20	25256-87261: 30 S BALD
84892	80075	HOME OWNERS SUPPLY	214425	100	INV	12/30/2011	9.98	WD40
84893	172	MCGEE TIRE STORES	R-024722	100	INV	12/30/2011	20.00	TIRE REPAIR
84894	1535	NAPA AUTO PARTS	179329	100	INV	12/30/2011	18.49	PWR STEERING FLUID
84895	2128	ODYSSEY MANUFACTURING CO.	157109	100	INV	12/30/2011	534.00	HYPOCHLORITE SOLUTIONS
84896	2523	PNC EQUIPMENT FINANCE, LLC	3844914	100	INV	12/30/2011	6,727.20	LEASE #139550000
84897	2523	PNC EQUIPMENT FINANCE, LLC	3844915	100	INV	12/30/2011	123.74	LEASE #139552000
84898	60115	PRAXAIR DISTRIBUTION SOUTHE	PJ02052604	100	INV	12/30/2011	169.28	HAZ MAT
84899	190090	SMITH'S RANCH & GARDEN, INC	102031266	100	INV	12/30/2011	14.96	KEY/PADLOCK
84900	190090	SMITH'S RANCH & GARDEN, INC	101024161	100	INV	12/30/2011	34.86	CLOTHLINE WIRE/CLAMP
84901	447	CITY OF ARCADIA	12292011	100	INV	12/30/2011	100.00	FROM OPERATING TO METE



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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 16  
apwarrrt

WARRANT: 20111206 12/30/2011 DUE DATE: 12/30/2011

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
84902	2219	UNITED AMERICAN INSURANCE C	8004420_DEC 2011	100	INV	12/30/2011	407.00	POLICY #8004420 - DEC
						WARRANT TOTAL	55,381.54	

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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT SUMMARY

PG 3  
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WARRANT: 20111208 01/06/2012

DUE DATE: 01/06/2012

FUND	ORG	ACCOUNT	AMOUNT	AVLB	BUDGET
402	42542	AIRPORT	402 -540-542-000-000-30310 -	PROFESSIONAL SERVICE	17,037.66 .00
402	42542	AIRPORT	402 -540-542-000-000-30420 -	POSTAGE & FREIGHT	8.08 .00
402	42542	AIRPORT	402 -540-542-000-000-30430 -	UTILITY SERVICE	369.28 -4918.45
402	42542	AIRPORT	402 -540-542-000-000-30521 -	FUEL & OIL	87.55 -706.18
			FUND TOTAL		17,502.57
CASH ACCOUNT 42000 10106		BALANCE	6,652.10		
				WARRANT SUMMARY TOTAL	17,502.57
				GRAND TOTAL	17,502.57



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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 4  
apwarrnt

WARRANT: 20111208 01/06/2012

DUE DATE: 01/06/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
84979	2612	HANSON PROFESSIONAL SERVICE	1032384	100	INV	01/04/2012	17,037.66	SECURITY & GATES PROJ
84980	914	PITNEY BOWES, INC	RESERVE ACCT	100	INV	01/04/2012	8.08	RESERVE ACCT #23529985
85019	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 BEACON L	100	INV	01/04/2012	33.99	32291-29311: 2268 SE A
85020	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 HANGAR	100	INV	01/04/2012	176.51	03160-30915: SE AIRPOR
85021	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 HANGAR 3	100	INV	01/04/2012	20.04	57004-27361: HANGAR 3
85022	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 AIRPORT	100	INV	01/04/2012	26.22	03080-31905: SE AIRPOR
85023	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 AIR OL	100	INV	01/04/2012	112.52	03130-38937: SE AIRPOR
85024	1963	BV OIL COMPANY, INC	NOVEMBER 2011	100	INV	01/04/2012	87.55	NOVEMBER 2011 FUEL
WARRANT TOTAL							17,502.57	

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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 6  
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WARRANT: 20120101 01/06/2012

DUE DATE: 01/06/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
84945	2554	ADT SECURITY SYSTEMS INC	61035457	100	INV	01/06/2012	29.15	CUST NO. 01300 1313146
84946	2102	BLUE CROSS BLUESHIELD OF FL	19054799	100	INV	01/06/2012	40.00	H52918390 - DOYLE EDWA
84947	2102	BLUE CROSS BLUESHIELD OF FL	19051676	100	INV	01/06/2012	40.00	H44805259 - BARBARA NI
84948	2102	BLUE CROSS BLUESHIELD OF FL	19054565	100	INV	01/06/2012	40.00	H53962976 - MARGARET W
84949	2102	BLUE CROSS BLUESHIELD OF FL	19050894	100	INV	01/06/2012	40.00	H41887225
84977	1893	ARCADIA DO-IT-BEST HARDWARE	A283860	100	INV	01/06/2012	5.46	RAGS/YARDSTICK
84978	2455	CENTURYLINK	311285108_JAN 2012	100	INV	01/06/2012	44.59	ACCT #311285108
84991	10030	W & S ENTERPRISE ACCOUNT	54695	100	INV	01/06/2012	84.46	ACCT #1010000100
85016	190070	SHORT ENVIRONMENTAL	11-3386	100	INV	01/06/2012	156.00	12/19-22/11 SAMPLE
85018	1893	ARCADIA DO-IT-BEST HARDWARE	B98475	100	INV	01/06/2012	26.38	TARP/BUNGEE CORD/SEED
85027	10030	W & S ENTERPRISE ACCOUNT	55496	100	INV	01/06/2012	608.48	ACCT #1070622600
85028	10030	W & S ENTERPRISE ACCOUNT	55495	100	INV	01/06/2012	37.74	ACCT #1070622400
85029	10030	W & S ENTERPRISE ACCOUNT	55502	100	INV	01/06/2012	96.26	ACCT #1070631500
85045	286	CITY OF ARCADIA	JANUARY 2012	100	INV	01/06/2012	200.00	JANUARY 2011 BUDGETED
85046	10025	CID UNIT OF	JANUARY 2012	100	INV	01/06/2012	600.00	JANUARY 2012 BUDGETED
85047	1629	EUGENE HICKSON	JANUARY 2012	100	INV	01/06/2012	150.00	JANUARY 2012 RETIREMEN
85048	40060	DESOTO CNTY BOARD OF	JANUARY 2012	100	INV	01/06/2012	37,333.56	JANUARY 2012 - FIRE DE
85049	909155	ROOSEVELT JOHNSON	JANUARY 2012	100	INV	01/06/2012	250.00	JANUARY 2012 - RETIREM
85050	2141	DISH NETWORK	01102012	100	INV	01/06/2012	29.71	8255 7070 8052 4833
85051	2166	COCA-COLA ENTERPRISE BOTTLI	0753005201	100	INV	01/06/2012	194.88	PURCHASE OF BEVERAGES
85052	10030	W & S ENTERPRISE ACCOUNT	55288	100	INV	01/06/2012	79.66	ACCT #1050589700
85053	10030	W & S ENTERPRISE ACCOUNT	55269	100	INV	01/06/2012	50.40	ACCT #1050583500
85054	130065	MEYER RADIATOR SERVICE	100831	100	INV	01/06/2012	155.00	COMPLETE RADIATOR ASSE
85055	196	BUFFALO GRAFFIX	409668	100	INV	01/06/2012	201.58	PRINTING
85056	110075	KNIGHT SUPPLY	29803	100	INV	01/06/2012	28.16	HOSE BIB TIMER

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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 7  
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WARRANT: 20120101 01/06/2012 DUE DATE: 01/06/2012  
VOUCHER VENDOR VENDOR NAME PO TYPE DUE DATE AMOUNT COMMENT

WARRANT TOTAL 40,521.47

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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 14  
apwarrrt

WARRANT: 20111207 01/06/2012

DUE DATE: 01/06/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
84905	1893	ARCADIA DO-IT-BEST HARDWARE	B97834	100	INV	01/04/2012	7.81	GLOVES/CLOTH
84906	106	BOWLING GREEN SMALL ENGINE	13387	100	INV	01/04/2012	51.87	HOSE/OIL PUMP/CLUTCH/W
84907	10030	W & S ENTERPRISE ACCOUNT	54526	100	INV	01/04/2012	25.50	ACCT #4250123400
84908	1451	DESOTO AUTO MALL	11112	100	INV	01/04/2012	1.30	AARETAINER
84909	40050	DESOTO AUTOMOTIVE INC	317792B	100	INV	01/04/2012	32.08	PARTS
84910	40050	DESOTO AUTOMOTIVE INC	317649B	100	INV	01/04/2012	94.50	PARTS
84911	2228	THE DUMONT COMPANY, INC.	238757	100	INV	01/04/2012	630.75	AMMONIUM SULFATE
84912	1743	ENVIRONMENTAL PRODUCTS OF F	V026159	100	INV	01/04/2012	207.45	CYCLONE CLAMP/GASKET/6
84913	1743	ENVIRONMENTAL PRODUCTS OF F	D020175	100	INV	01/04/2012	307.58	EXTENSION BROOM
84914	1743	ENVIRONMENTAL PRODUCTS OF F	V026218	100	INV	01/04/2012	64.95	CLAMP
84915	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 CEM SHED	100	INV	01/04/2012	10.08	84154-38939: 601 OAK R
84916	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 WILS CEM	100	INV	01/04/2012	7.42	84164-36965: 601 OAK R
84917	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 CEM S SH	100	INV	01/04/2012	7.42	96306-03240: 601 OAK R
84918	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 HARRIS R	100	INV	01/04/2012	441.05	43372-30934: 121 HARRI
84919	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 HARRIS O	100	INV	01/04/2012	11.38	43412-39939: 111 HARRI
84920	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 MLK TENN	100	INV	01/04/2012	7.42	33392-38911: 320 MLK J
84921	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 MLK REST	100	INV	01/04/2012	9.22	16775-87477: 320 MLK J
84922	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 BRIDGLEP	100	INV	01/04/2012	42.57	14005-32931: 208 BRIDL
84923	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 MILLS HO	100	INV	01/04/2012	56.55	24705-32926: 819 N MIL
84924	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 LINCOLN	100	INV	01/04/2012	34.73	33450-32977: 120 LINCO
84925	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 HODGES	100	INV	01/04/2012	7.42	84094-35982: 775 HODGE
84926	80075	HOME OWNERS SUPPLY	214819	100	INV	01/04/2012	211.68	FASTENERS
84927	110075	KNIGHT SUPPLY	29068	100	INV	01/04/2012	59.14	DIAPHRAM FOR 4" DOROT
84928	1600	MCNEILUS TRUCK & MFG	1763047	100	INV	01/04/2012	49.66	SENSOR
84929	1535	NAPA AUTO PARTS	180042	100	INV	01/04/2012	22.20	TIRE REP STRIPS



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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 15  
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WARRANT: 20111207 01/06/2012

DUE DATE: 01/06/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
84930	940	NEXTEL COMMUNICATIONS	782695414-117	100	INV	01/04/2012	1,115.11	ACCT #782695414
84931	2128	ODYSSEY MANUFACTURING CO.	157108	100	INV	01/04/2012	924.75	HYPOCHLORITE SOLUTIONS
84932	2128	ODYSSEY MANUFACTURING CO.	157405	100	INV	01/04/2012	675.00	HYPOCHLORITE SOLUTIONS
84933	2128	ODYSSEY MANUFACTURING CO.	157406	100	INV	01/04/2012	826.50	HYPOCHLORITE SOLUTIONS
84934	190090	SMITH'S RANCH & GARDEN, INC	102031276	100	INV	01/04/2012	8.27	SUPPLIES FOR SUGGESTIO
84935	190090	SMITH'S RANCH & GARDEN, INC	102031299	100	INV	01/04/2012	4.99	SUPPLIES FOR SUGGESTIO
84936	2626	SNYDER LANCE	668138	100	INV	01/04/2012	186.13	SNACKS FOR PRO SHOP
84937	105	SPRINT	12162011	100	INV	01/04/2012	1.82	CUST NO. 444685340
84938	190207	SUNCOAST FORMS & SYS INC	327306	100	INV	01/04/2012	85.88	1099/W2 2011
84939	190207	SUNCOAST FORMS & SYS INC	327290	100	INV	01/04/2012	461.34	UTILITY BILLS
84940	1666	STAPLES BUSINESS ADVANTAGE	8020491012	100	INV	01/04/2012	188.07	SUMMARY INV 8020491012
84941	1701	TAW ENGINEERED SERVICE, INC	30000459	100	INV	01/04/2012	800.00	CHEMICAL FEED SYSTEM R
84942	200075	TOTAL PEST CONTROL OF	836932	100	INV	01/04/2012	155.00	LAWN SERVICE
84944	439	SECURITY ALARM CORPORATION	102389	100	INV	01/04/2012	80.00	SERVICE - FIXED PHONE
84950	1484	ADVANCE COMMERCIAL CHARGE A	9127135572355	100	INV	01/04/2012	8.99	VELCRO
84951	1484	ADVANCE COMMERCIAL CHARGE A	9127136372798	100	INV	01/04/2012	30.96	OIL
84952	2209	ALEXCAZAM ELECTRIC	616	100	INV	01/04/2012	185.00	SERVICE CALL TO MOBILE
84954	1679	ARCADIA PRINTING, LLC	9920	100	INV	01/04/2012	176.85	PRINTING
84956	10030	W & S ENTERPRISE ACCOUNT	54527	100	INV	01/04/2012	4,358.10	ACCT #4250123800
84957	10030	W & S ENTERPRISE ACCOUNT	53551	100	INV	01/04/2012	97.23	ACCT #3190623300
84958	10030	W & S ENTERPRISE ACCOUNT	53552	100	INV	01/04/2012	25.20	ACCT #3190623500
84959	2477	STATE OF FLORIDA	DECEMBER 2011	100	INV	01/04/2012	12.59	CUST ID #2198 - DECEMB
84960	50035	ENFORCEMENT ELECTRONICS	43538	100	INV	01/04/2012	100.00	RECERTIFIED LIDAR
84961	732	FLASH EQUIPMENT, INC	92174	100	INV	01/04/2012	321.24	RED LED
84962	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 POLICE	100	INV	01/04/2012	355.03	78275-70040: 725 N BRE



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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 16  
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WARRANT: 20111207 01/06/2012

DUE DATE: 01/06/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
84963	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 BREV DL	100	INV	01/04/2012	233.68	80428-96368: 721 N BRE
84964	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 BREVARD	100	INV	01/04/2012	141.85	89300-24164: 721 N BRE
84965	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 WWTP PMP	100	INV	01/04/2012	7.42	74834-32949: 300 OAK R
84966	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 PUMPS	100	INV	01/04/2012	3,026.99	44439-25062: 300 OAK R
84967	60090	FLORIDA POWER & LIGHT	NOV/DEC '11 DSCHG OA	100	INV	01/04/2012	106.82	74824-34912: 300 OAK R
84968	1493	HILL'S PET NUTRITION	218378347	100	INV	01/04/2012	161.25	CANINE ID DOG FOOD
84969	1211	MAX'S WINDOW CLEANING	053103	100	INV	01/04/2012	58.82	WINDOW CLEANING
84971	172	MCGEE TIRE STORES	L-147566	100	INV	01/04/2012	627.38	TIRES
84972	1535	NAPA AUTO PARTS	180047	100	INV	01/04/2012	29.99	BRAKE PADS
84973	1535	NAPA AUTO PARTS	179451	100	INV	01/04/2012	28.33	OIL/FILTERS
84974	190070	SHORT ENVIRONMENTAL	113206	100	INV	01/04/2012	234.00	12/8-15/11 SAMPLE
84975	105	SPRINT	12152011	100	INV	01/04/2012	13.82	CUST #440301620
84976	230045	WESTERN AUTO ASSOC STORE	10059919	100	INV	01/04/2012	12.10	UPS
84981	1971	GARY'S SERVICE & REPAIR	12192011	100	INV	01/04/2012	255.00	SERVICE TO ICE MACHINE
84982	395	HILL MANUFACTURING CO, INC	702089-146	100	INV	01/04/2012	140.70	HILCO LUBE-AERO
85017	964	PAK UNLIMITED, INC	QCH17816	100	INV	01/04/2012	322.83	PAK 63% WOVEN
85026	1963	BV OIL COMPANY, INC	NOV 2011	100	INV	01/04/2012	12,917.03	NOVEMBER 2011
85031	2151	PEACE RIVER SHOPPER	12099	100	INV	01/04/2012	100.00	AD
85032	40060	DESOTO CNTY BOARD OF	NOV '11 _ LANDFILL	100	INV	01/04/2012	23,247.70	NOVEMBER 2011 - LANDFI
85033	1924	CHELSEA INFORMATION SYSTEMS	62106	100	INV	01/04/2012	750.00	REVENUE TRACKING ANNUA
85034	10030	W & S ENTERPRISE ACCOUNT	53863	100	INV	01/04/2012	66.70	ACCT #4210722100
85035	10030	W & S ENTERPRISE ACCOUNT	53865	100	INV	01/04/2012	50.70	ACCT #4210722700
85036	2645	EILEEN NICKSON	22733	100	INV	01/04/2012	255.00	REFUND FOR WINTER MEMB
85037	50005	E-Z-GO DIV OF TEXTRON	I782905	100	INV	01/04/2012	87.06	BASIC RECEPABLE
85038	2646	FLORIDA STATE GOLF ASSOCIAT	935-12-2	100	INV	01/04/2012	150.00	2012 MEMBERSHIP DUES



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City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 17  
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WARRANT: 20111207 01/06/2012

DUE DATE: 01/06/2012

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
85039	2634	HARBOR STYLE	JAN 2012	100	INV	01/04/2012	225.00	JAN 2012 1/4 PG
85040	2274	SAVE THE MOMENT	11120523	100	INV	01/04/2012	71.00	PLAQUES
85041	230015	WALMART COMMUNITY BRC	NOV/DEC '11	100	INV	01/04/2012	774.96	6032 2020 0058 1901
85042	701	RML SERVICES	9068	100	INV	01/04/2012	79.00	APPLIANCE MAINT CHECK
85043	80075	HOME OWNERS SUPPLY	213789	100	INV	01/04/2012	55.90	80 LB CONCRETE MIX
85044	2625	FLAGLER CONSTRUCTION EQUIPM	E4400624	100	INV	01/04/2012	1,251.00	EXCAVATOR BUCKET
WARRANT TOTAL							59,067.81	

\*\* END OF REPORT - Generated by Amanda Albritton-Horkey \*\*



## MEMORANDUM

TO: City Council

FROM: Judi Jankosky, Assistant City Administrator 

DATE: January 11, 2012

SUBJECT: Certificate of Appropriateness for Heritage Baptist Church

The City of Arcadia Ordinance No. 955, Historic Preservation, requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness, reviewed by the Historic Preservation Commission and issued by City Council, prior to any construction activities. The following applicant has submitted an application for construction, reconstruction, alteration and demolition on the following parcel:

Heritage Baptist Church – 15 W. Hickory St. – reconstruct monument sign at the location of the former SunTrust monument sign. (see attached sketch and map)

The Commission shall review the application for conformity with the following criteria, and shall recommend issuance of the Certificate of Appropriateness unless:

1. in the case of a designated historic structure or historic site the proposed work would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon said work is to be done;
2. in the case of the construction of a new improvement upon an historic site or within an historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within such district;
3. in the case of any property located in an historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this chapter and/or to the objectives and design criteria of any historic preservation plan approved for said district;
4. the building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city and state; or
5. in the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.

The Historic Preservation Commission recommended issuance of the Certificate of Appropriateness by a vote of 5-0.



MEMORANDUM

*Handwritten notes in blue ink:*  
Hickory St  
←  
←  
←  
New sign  
app. 5/0

TO: Historic Preservation Commission

FROM: Judi Jankosky, Assistant City Administrator *[Signature]*

DATE: December 20, 2011

SUBJECT: Certificate of Appropriateness for Heritage Baptist Church

The City of Arcadia Ordinance No. 955, Historic Preservation, requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness, reviewed by the Historic Preservation Commission and issued by City Council, prior to any construction activities. The following applicant has submitted an application for construction, reconstruction, alteration and demolition on the following parcel:

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5. in the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.



CITY OF ARCADIA
APPLICATION FOR A SIGN PERMIT - INSPECTION

PLEASE PRINT

Date 12, 9, 11

Owner Heritage Baptist Church Business Name Heritage Baptist Church

Contractor's License \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Address 27 North Polk Avenue

Strap \_\_\_\_\_ Sq Ft of existing signs \_\_\_\_\_ Road Frontage in lineal ft 6'

Type of Sign Church Name Zoning District Down town

Table with 5 columns: SIGN CONSTRUCTION, SIGN TYPE, SIGN ACTION, SIGN CLASS, SETBACKS. Includes checkboxes for 1 Single Face, 2 Double Face, Painted, Plastic, Metal, Illuminated, Non-Illuminated, Other wood, M Portable, W Wall, G Ground, O Other, E Erect, A Alter, R Repair, M Move, O Other, Permanent, Temporary, Ground Signs Only, Front 12 Ft., Side, Height, Area.

Any sign over 10' (ten feet) in height must setback at least 1' (one foot) for every one foot over 10'.

I, David Bedell, (applicant) do attest that the above is accurate and completed. Any structures built pursuant to an invalidated permit shall be removed or, if possible, a new application may be filed and permits issued.

Signature of Applicant David Bedell

Telephone Number 494-6890

I, \_\_\_\_\_, (property owner) do attest that \_\_\_\_\_ (applicant) is seeking a sign permit for property located at \_\_\_\_\_ as the property's owner I accept responsibility in ensuring the provisions of the City's sign regulations and subsequent approved permit are met.

Signature of Property Owner

Telephone Number

The sign location is on our church property

\*\*\*\*\*CITY USE ONLY - DO NOT WRITE BELOW THIS LINE\*\*\*\*\*

Is the property within a transitional, historic, or otherwise unique development zone? yes - historic area
Is a special exception or variance required for approval of this sign permit request? yes -

SITE CHECK: Date: \_\_\_\_\_ Address Displayed: \_\_\_\_\_ Permit # \_\_\_\_\_
Comments: \_\_\_\_\_

Inventory Number Assigned: \_\_\_\_\_ By: \_\_\_\_\_ (signature)

See attached sheet

Heritage Baptist Church Sign  
 Contact: David Bedell (Pastor)  
 Church Phone: 494-6890  
 Pastor Cell Phone: 244-1247

Address of sign:  
~~34~~ S W Hickory

Location of Sign.

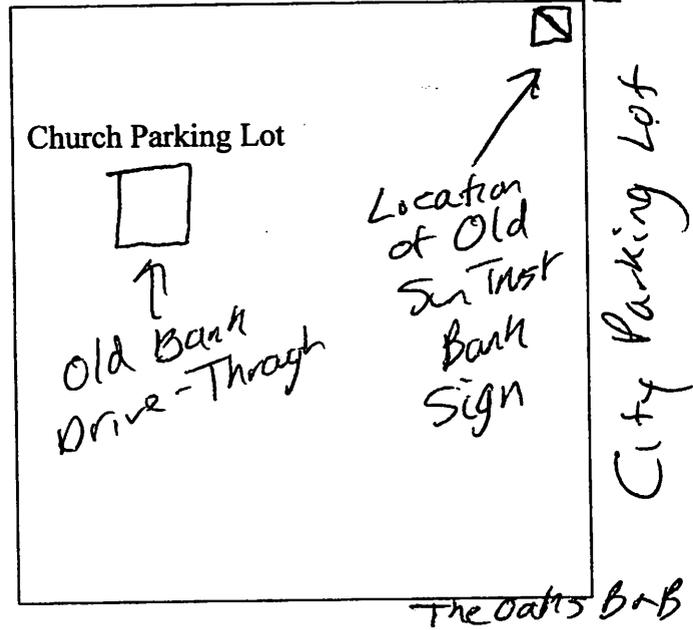
NORTH ↑

Badcock Furniture

← Highway 70 West ←

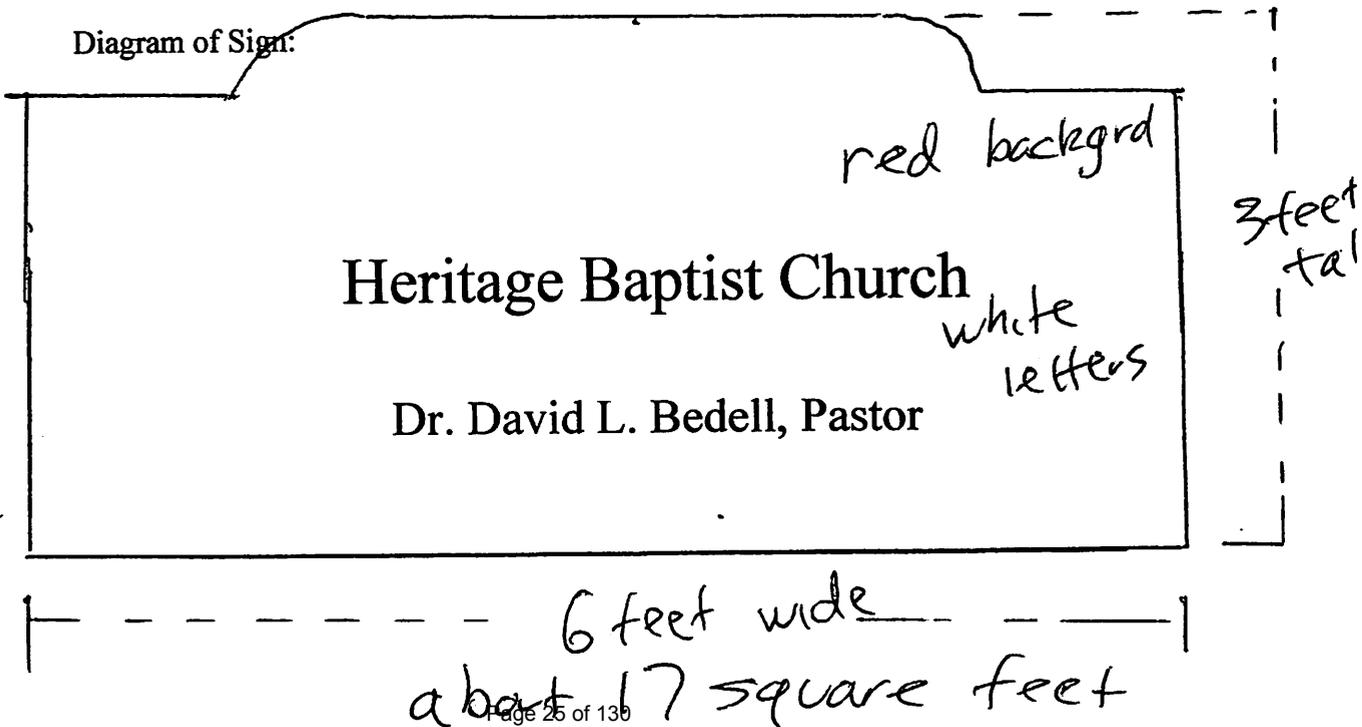
12 feet from Hwy 76

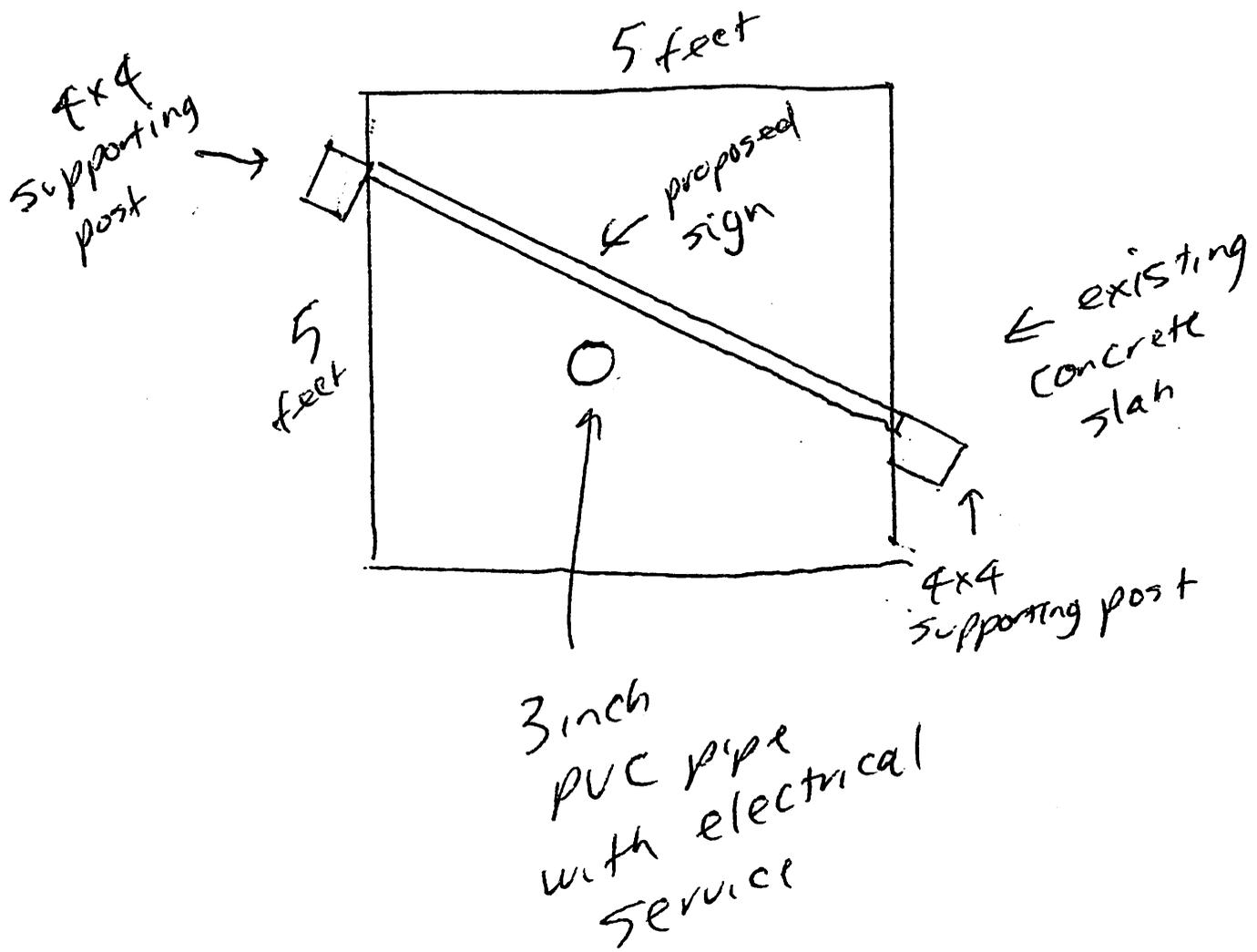
The sign is designed and built by Downtown Signs. Supported by 2 4x4 pressure-treated posts.



Description of Location: This location was the site of the Sun Trust Bank sign. There is electrical service already in place to the location. Jerry Lester, a certified electrician, will be connecting the electrical service.

Diagram of Sign:









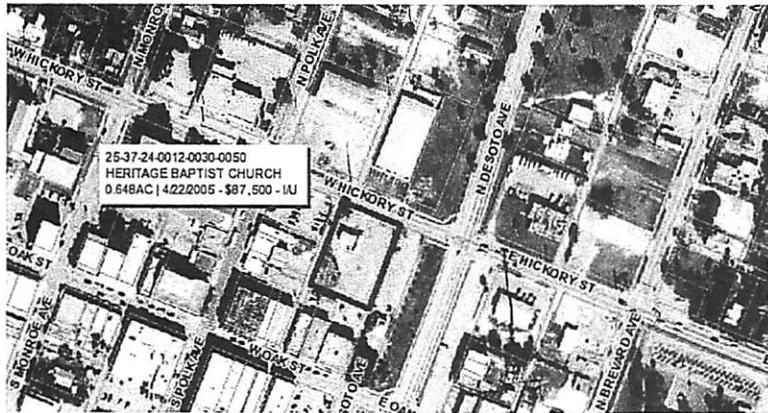
P. O. Drawer 351 • Arcadia, Florida 34265

December 28, 2011

Dear Property Owner:

The City of Arcadia Ordinance No. 955 requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness, reviewed by the Historic Preservation Commission and issued by City Council, prior to any construction activities. The following applicant has submitted an application for construction, reconstruction, alteration and demolition on the following parcel:

Heritage Baptist Church – 15 W. Hickory St. – reconstruct monument sign at the location of the former SunTrust monument sign. (see attached sketch)



You are being notified by this letter that public hearings will be held by the City of Arcadia Historic Preservation Commission on January 10, 2012 at 4 pm in the City of Arcadia Council Chambers at 23 N. Polk Ave. and by the City of Arcadia City Council on January 17, 2012 at 6 pm in the City of Arcadia Council Chambers at 23 N. Polk Ave.

If you have any questions regarding this notice please feel free to contact me at 863-494-4114.

Sincerely,

Judi Jankosky  
Assistant City Administrator

Heritage Baptist Church Sign  
 Contact: David Bedell (Pastor)  
 Church Phone: 494-6890  
 Pastor Cell Phone: 244-1247

Address of sign:  
~~34~~ 15 W Hickory

Location of Sign.

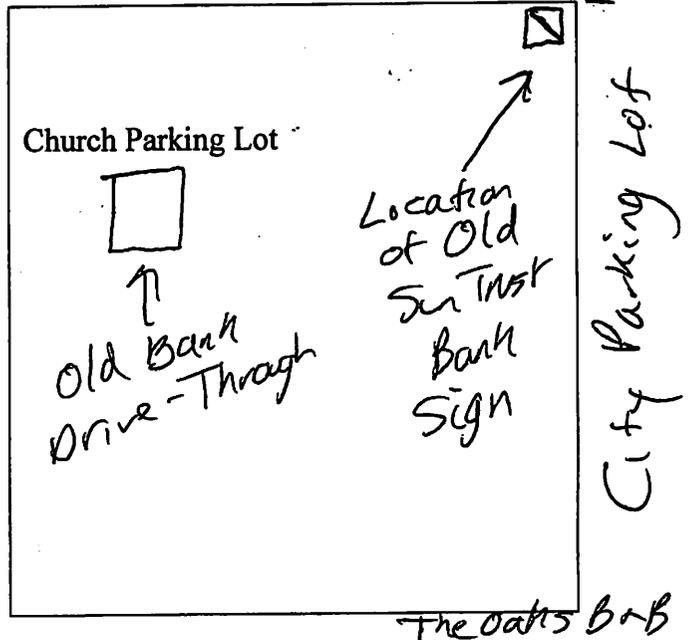
NORTH ↑

Badcock Furniture

← Highway 70 West ←

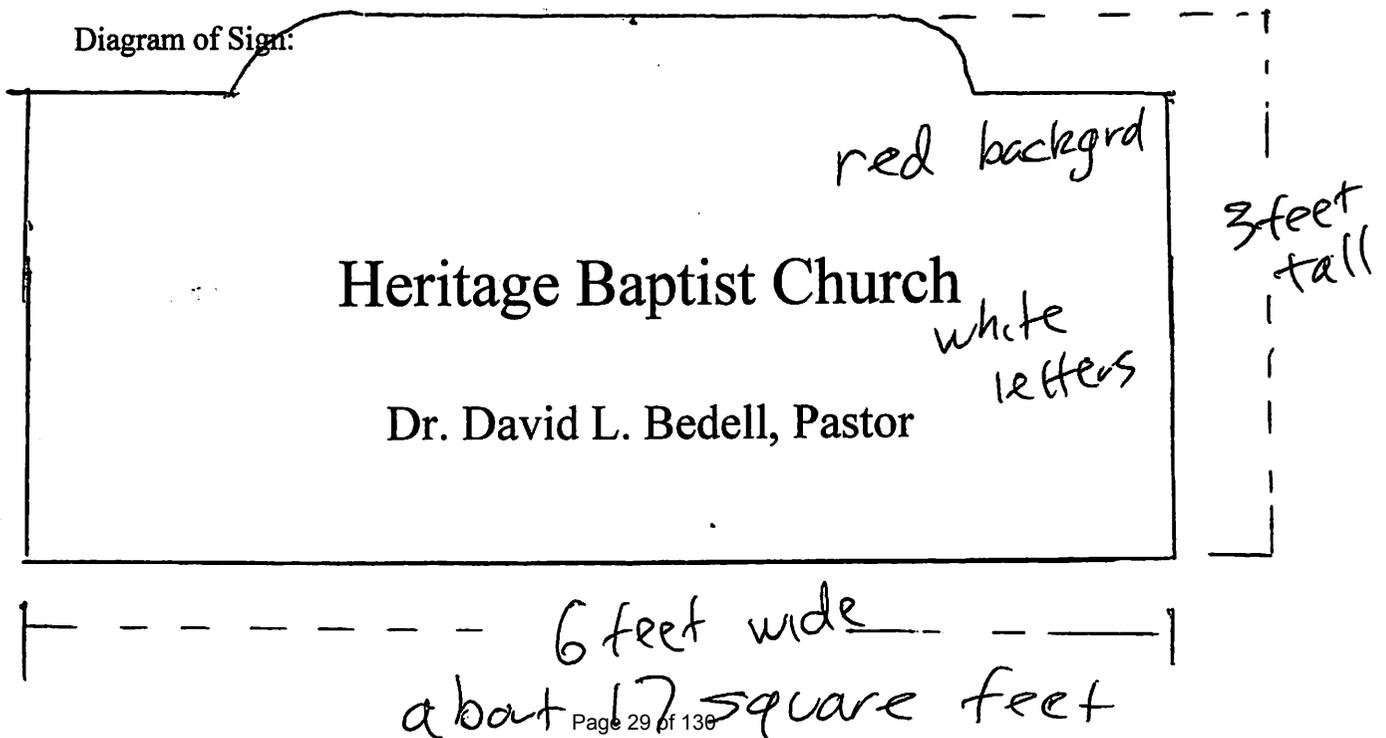
12 feet from Hwy 70

The sign is designed and built by Downtown Signs. Supported by 2 4x4 pressure-treated posts.



Description of Location: This location was the site of the Sun Trust Bank sign. There is electrical service already in place to the location. Jerry Lester, a certified electrician, will be connecting the electrical service.

Diagram of Sign:



DeSoto County Property Appraiser - Sales Report						
Name	Address1	Address2	Address3	City	State	ZIP
CRAVEN CHARLES & MARTHA	15 W OAK ST	.	.	ARCADIA	FL	342660000
ASCIUTTO MARK J TR &	ASCIUTTO ACELA M TR	23494 WESTCHESTER BLVD	.	PT CHARLOTTE	FL	339800000
LOPEZ FELIX	8117 BAHIA PLANCA ST	.	.	JACKSONVILLE	FL	322560000
HERITAGE BAPTIST CHURCH	OF ARCADIA INC	27 N POLK AVE	.	ARCADIA	FL	342660000
MARIGNY INC	34 W OAK ST	.	.	ARCADIA	FL	342660000
INCITTI HOLLY BUSSEY	2788 NE EARNEST ST	.	.	ARCADIA	FL	342660000
BROWN LUCILLE B	14 N POLK AVE	.	.	ARCADIA	FL	342660000
HEITMAN EUGENE P	20 W OAK ST	.	.	ARCADIA	FL	342660000
BROWN LUCILLE B	14 N POLK AVE	.	.	ARCADIA	FL	342660000
JCL PROPERTIES LLC	6249-B PRESIDENTIAL CT STE B	.	.	FT MYERS	FL	339190000
BMCMCJ LLC	620 8TH AVE W	.	.	PALMETTO	FL	342210000
KENDRICK RICK & PAULETTE	601 W OAK ST	.	.	ARCADIA	FL	342660000
UNITED TELEPHONE CO OF FLA	C/O EMBARQ CORPORATION	ATTEN: PROPERTY TAX	PO BOX 7909	OVERLAND PARK	KS	662070000
FRAZIER CLAYTON W & TAMMIE C	433 WILLOW OAK CT	.	.	FT MEADE	FL	338410000
CARTER MAXIE H	3471 SE HANSEL AVE	.	.	ARCADIA	FL	342660000
ARCADIA-DESOTO CO HABITAT FOR	HUMANITY INC	10 S DESOTO AVE #200	.	ARCADIA	FL	342660000

Heritage  
15 W. Hickory



## MEMORANDUM

TO: City Council

FROM: Judi Jankosky, Assistant City Administrator 

DATE: January 11, 2012

SUBJECT: Certificate of Appropriateness for Habitat for Humanity, 114 N. Polk Ave.

The City of Arcadia Ordinance No. 955, Historic Preservation, requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness, reviewed by the Historic Preservation Commission and issued by City Council, prior to any construction activities. The following applicant has submitted an application for construction, reconstruction, alteration and demolition on the following parcel:

Habitat for Humanity – 114 N. Polk Ave. – Exterior renovations to the existing building. (see attached plan and map)

The Commission shall review the application for conformity with the following criteria, and shall recommend issuance of the Certificate of Appropriateness unless:

1. in the case of a designated historic structure or historic site the proposed work would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon said work is to be done;
2. in the case of the construction of a new improvement upon an historic site or within an historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within such district;
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5. in the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.

The Historic Preservation Commission recommended issuance of the Certificate of Appropriateness by a vote of 5-0.



*Noting  
of  
S-O*

MEMORANDUM

TO: Historic Preservation Commission

FROM: Judi Jankosky, Assistant City Administrator 

DATE: December 20, 2011

SUBJECT: Certificate of Appropriateness for Habitat for Humanity, 114 N. Polk Ave.

The City of Arcadia Ordinance No. 955, Historic Preservation, requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness, reviewed by the Historic Preservation Commission and issued by City Council, prior to any construction activities. The following applicant has submitted an application for construction, reconstruction, alteration and demolition on the following parcel:

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CITY OF ARCADIA  
REQUEST FOR PERMIT REVIEW

Application # 11-51

ARCADIA DESOTO CO

Owner: HABITAT FOR HUMANITY INC Phone: 863-494-4118

Address: 10 S DESOTO AVE ROOM 200  
ARCADIA, FL 34266

Contractor: Earl Hill White Sands Phone: 863-990-5171

Address: PO BOX 1381  
ARCADIA, FL 34265

Job Address: 114 N POLK AVE Parcel # 25-37-24-0012-0240-0280

Subdivision: TOWN OF ARCADIA Lot: 28 29 + 30 Block: 24

Description of Work: RENOVATION

Approx. Cost: 80,000

Intended or proposed use of this Building: STORE

PLEASE READ BEFORE SIGNING: I request review of the attached drawings, plans and/or specifications by the City of Arcadia for the purpose of obtaining construction permits for this work. I certify that all information is correct to the best of my knowledge and belief. I understand work may not begin until authorization by City Officials has been granted and construction permits have been issued by the Building Official.

12/14/11  
Date:

[Signature]  
Owner/Applicant Signature

FOR USE BY CITY OFFICIALS ONLY

Zoning Dist: \_\_\_\_\_ Fire District: \_\_\_\_\_ Offstreet Pkg: Historic Occp. Lic: \_\_\_\_\_

Min. Setbacks: Front \_\_\_\_\_ Rear: \_\_\_\_\_ Side(Interior): \_\_\_\_\_ Side(Street): \_\_\_\_\_

Department	Applic. Req'd	Comment/Signature
Water/Sewer	<u>No-Existing</u>	<u>No Additional Plumbing - Fred</u>
Public Works		
Fire Planning		
Other		

Approval is hereby authorized to issue applicable building permits for the project described on this application, subject to any conditions noted above.

12/16/11  
Date

[Signature]  
Authorized Official

# DeSoto County Property Appraiser

**2011 Certified Values**

CAMA updated: 12/1/2011

Tax Collector

Tax Estimator

Property Card

Interactive GIS Map

Parcel List Generator

Print

Parcel: 25-37-24-0012-0240-0280

<< Next Lower Parcel

Next Higher Parcel >>

Search Result: 1 of 1

## Owner & Property Info

<b>Owner's Name</b>	ARCADIA-DESOTO CO HABITAT FOR
<b>Site Address</b>	114 N POLK AVE
<b>Mailing Address</b>	HUMANITY INC 10 S DESOTO AVE #200 ARCADIA, FL 34266-0000
<b>Use Desc. (code)</b>	WAREHOUSE- (004800)
<b>Tax District</b>	1 (Within City Limits)
<b>Neighborhood</b>	400000
<b>Land Area</b>	0.856 ACRES
<b>Market Area</b>	04
<b>Description</b>	<b>NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction.</b>
TOWN OF ARCADIA O S LOTS 28 29 & 30 BLK 24 IN SEC 36-37-24 INST:201114016148	

## GIS Aerial



## Property & Assessment Values

<b>Mkt Land Value</b>	cnt: (1)	\$74,648.00
<b>Ag Land Value</b>	cnt: (0)	\$0.00
<b>Building Value</b>	cnt: (1)	\$94,165.00
<b>XFOB Value</b>	cnt: (4)	\$13,257.00
<b>Total Appraised Value</b>		\$182,070.00

## 2011 Certified Values

<b>Just Value</b>	\$182,070.00
<b>Class Value</b>	\$0.00
<b>Assessed Value</b>	\$182,070.00
<b>Exempt Value</b>	\$0.00
<b>Total Taxable Value</b>	County: \$182,070.00   City: \$182,070.00   Other: \$182,070.00   School: \$182,070.00

## Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
8/18/2011	201114016148	WD	I	Q	01	\$170,000.00
9/30/2008	200814009174	WD	I	Q		\$387,000.00
8/30/2002	514/912	SW	I	Q		\$300,000.00

## Building Characteristics

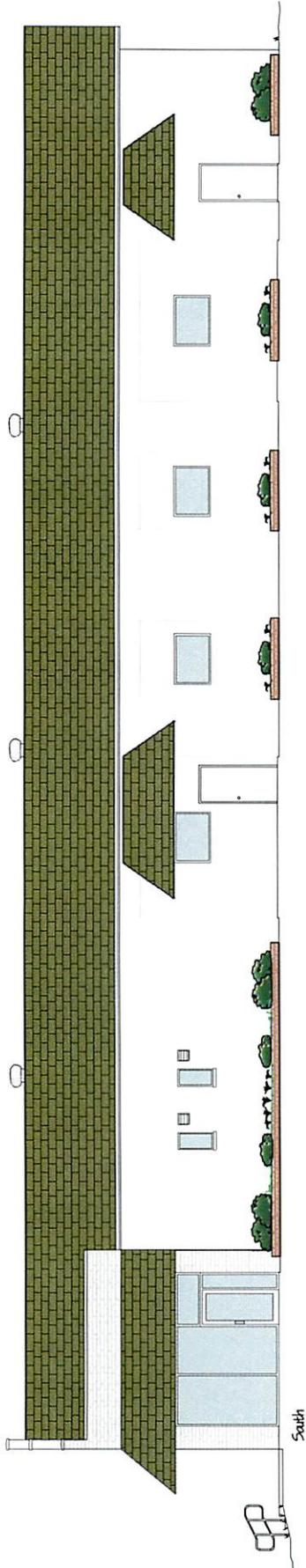
Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.
1	SERV SHOP (006700)	1954	CONC BLOCK (15)	7564	7705
<b>Note:</b> All S.F. calculations are based on exterior building dimensions.					

## Extra Features & Out Buildings

Code	Desc	Year Blt	Units	Dims	Condition (% Good)
0800	BLK TOP A	1970	0022360.000	0 x 0 x 0	(000.00)
1925	PVMT C	1954	0004211.000	0 x 0 x 0	(000.00)
1900	OHDOR L	1954	0000003.000	0 x 0 x 0	(000.00)
1765	MEZZ-U	1970	0002723.000	0 x 0 x 0	(000.00)

## Land Breakdown

Lnd Code	Desc	Units	Zoning *
004800	WAREHOUSE (MKT)	Page 34 of 130 1 SF - (0000000.856AC)	C-1



EXTERIOR ELEVATIONS





# City of Arcadia



P. O. Drawer 351 • Arcadia, Florida 34265

December 28, 2011

Dear Property Owner:

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(see attached plan)



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If you have any questions regarding this notice please feel free to contact me at 863-494-4114.

Sincerely,

Judi Jankosky  
Assistant City Administrator



## DeSoto County Property Appraiser - Sales Report

Name	Address1	Address2	Address3	City	State	ZIP
HERITAGE BAPTIST CHURCH	OF ARCADIA INC	27 N POLK AVE	.	ARCADIA	FL	342660000
JCL PROPERTIES LLC	6249-B PRESIDENTIAL CT STE B	.	.	FT MYERS	FL	339190000
BMCMCJ LLC	620 8TH AVE W	.	.	PALMETTO	FL	342210000
KENDRICK RICK & PAULETTE	601 W OAK ST	.	.	ARCADIA	FL	342660000
TCOAST HOLDINGS LLC	50 KINDRED ST STE 215	.	.	STUART	FL	349940000
TCOAST HOLDINGS LLC	50 KINDRED ST STE 215	.	.	STUART	FL	349940000
TCOAST NATIONAL BANK	50 KINDRED ST STE 215	.	.	STUART	FL	349940000
FRAZIER CLAYTON W & TAMMIE C	433 WILLOW OAK CT	.	.	FT MEADE	FL	338410000
CARTER MAXIE H	3471 SE HANSEL AVE	.	.	ARCADIA	FL	342660000
HOLLINGSWORTH M A L/E	P O BOX 938	.	.	ARCADIA	FL	342650000
DI FILIPPO FRANCINE	7235 SADDLE CREEK CIR	.	.	SARASOTA	FL	342410000
BARNARD PENELOPE P &	PETREY JOHN O JR &	PETREY ROBERT W	8459 GYPSY LN	COLTEWAH	TN	373630000
ARCADIA-DESOTO CO HABITAT FOR	HUMANITY INC	10 S DESOTO AVE #200	.	ARCADIA	FL	342660000
KENT PETER E	7235 SADDLE CREEK CIR	.	.	SARASOTA	FL	342410000
KENT PETER E	7235 SADDLE CREEK CIR	.	.	SARASOTA	FL	342410000
U S A POST OFFICE	109 N POLK AVE	.	.	ARCADIA	FL	342660000
MARCOVITCH CHRISTINE	122 N MONROE AVE	.	.	ARCADIA	FL	342660000
UNITED STATES POSTAL SERVICE	109 N POLK AVE	.	.	ARCADIA	FL	342660000
HERITAGE BAPTIST CHURCH	OF ARCADIA INC	27 N POLK AVE	.	ARCADIA	FL	342660000
CITY OF ARCADIA	P O BOX 351	.	.	ARCADIA	FL	342650000



## MEMORANDUM

TO: City Council

FROM: Judi Jankosky, Assistant City Administrator 

DATE: January 11, 2012

SUBJECT: Certificate of Appropriateness for Tillack Property – 131 N. Brevard Ave.

The City of Arcadia Ordinance No. 955, Historic Preservation, requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness, reviewed by the Historic Preservation Commission and issued by City Council, prior to any construction activities. The following applicant has submitted an application for construction, reconstruction, alteration and demolition on the following parcel:

Jawahirlall Tillack and Devendra Tillack – 131 N. Brevard Ave. – to place an 8' x 40' (correction) 20' metal storage container on the parcel to store tires and to place shell for parking and asphalt for business purposes on the parcel (see attached sketch and map).

The Commission shall review the application for conformity with the following criteria, and shall recommend issuance of the Certificate of Appropriateness unless:

1. in the case of a designated historic structure or historic site the proposed work would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon said work is to be done;
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4. the building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city and state; or
5. in the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.

The Historic Preservation Commission recommended issuance of the Certificate of Appropriateness with conditions that a site plan that meets city regulations be submitted prior to the site improvements of asphalt and shell.



## MEMORANDUM

TO: Historic Preservation Commission

FROM: Judi Jankosky, Assistant City Administrator 

DATE: December 20, 2011

SUBJECT: Certificate of Appropriateness for Tillack Property – 131 N. Brevard Ave.

*memo  
9/27/11  
5-0*

The City of Arcadia Ordinance No. 955, Historic Preservation, requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness, reviewed by the Historic Preservation Commission and issued by City Council, prior to any construction activities. The following applicant has submitted an application for construction, reconstruction, alteration and demolition on the following parcel:

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CITY OF ARCADIA  
REQUEST FOR PERMIT REVIEW

Devendra  
863-558-0715

Application # \_\_\_\_\_

Owner: SAWANIRLALL TILLACK Phone: 954-895-4691

Address: 8851 NW 8<sup>TH</sup> PEMBROKE PINES  
FL 33024

Contractor: ABLE WRECKER Phone: 863 494-5762

Address: 5135 N.E. CUBITIS ARCADIA

Job Address: 131 N BREVARD<sup>AVE</sup> Parcel # \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Description of Work: So Place a storage container for the  
Purpose of storing tires asphalt Approx. Cost: \$1450.00

Intended or proposed use of this Building: STORAGE CONTAINER FOR TIRES

PLEASE READ BEFORE SIGNING: I request review of the attached drawings, plans and/or specifications by the City of Arcadia for the purpose of obtaining construction permits for this work. I certify that all information is correct to the best of my knowledge and belief. I understand work may not begin until authorization by City Officials has been granted and construction permits have been issued by the Building Official.

11-30-11 Devendra Tillack  
Date: \_\_\_\_\_ Owner/Applicant Signature \_\_\_\_\_

FOR USE BY CITY OFFICIALS ONLY

Zoning Dist: B-3 Flood Zone: \_\_\_\_\_ Historic?  No  Yes if yes, then Appropriateness?: \_\_\_\_\_

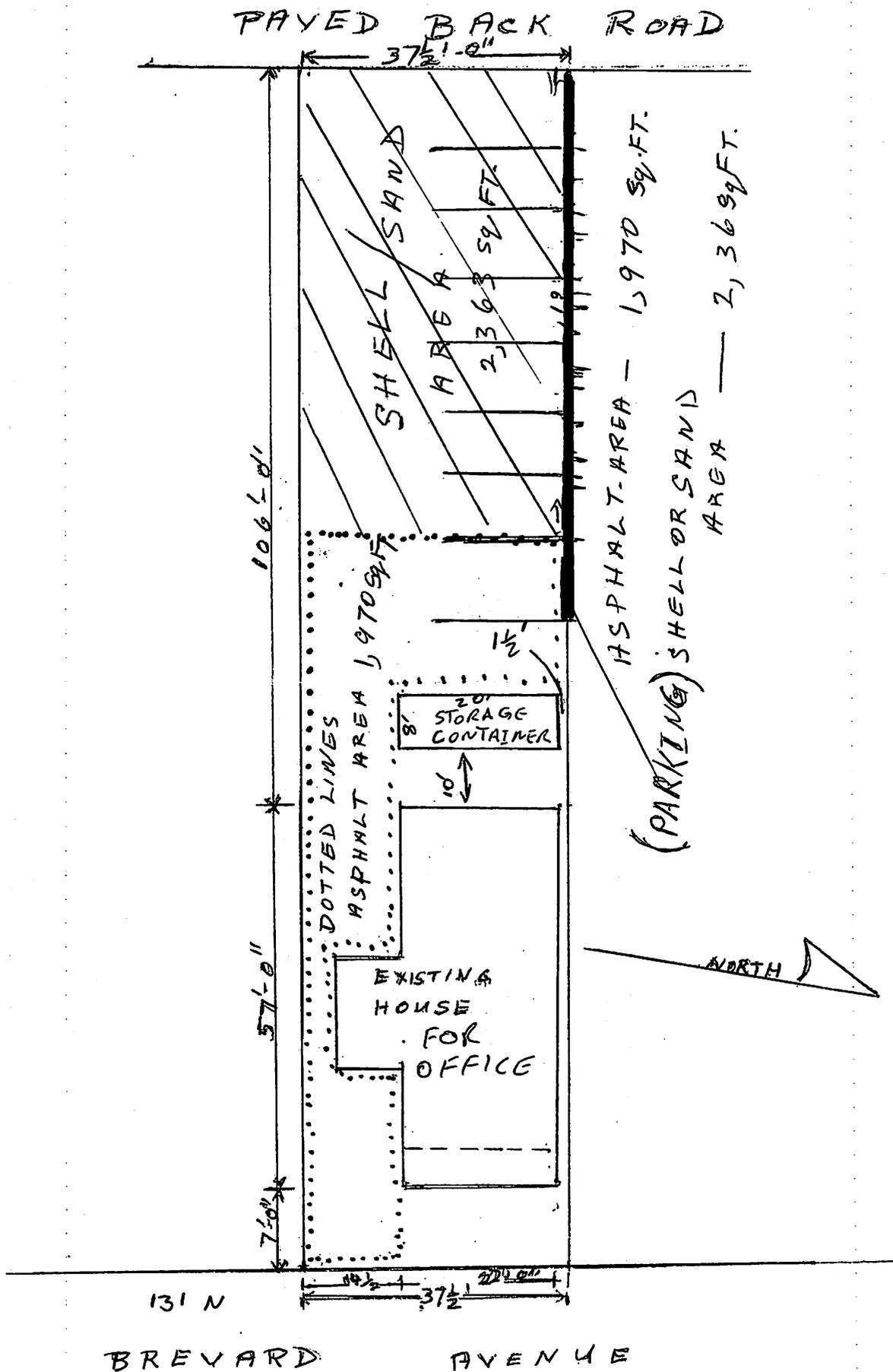
Min. Setbacks: Front existing Rear: existing Side(Interior): \_\_\_\_\_ Side(Street): \_\_\_\_\_

Department	Applic. Req'd	Comment/Signature
Water/Sewer		
Public Works		
Other		

Approval is hereby authorized to issue applicable building permits for the project described on this application, subject to any conditions noted above.

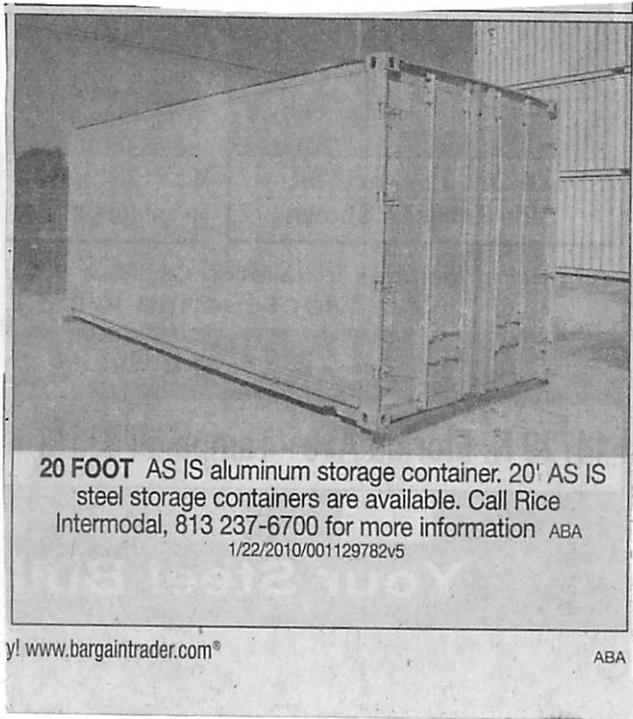
\_\_\_\_\_ Date \_\_\_\_\_ Authorized Official \_\_\_\_\_

Attention MS. Judi Jankosky (FROM: Devenbra Tillack)





Attention MS. Judi Jankosky (From: Devendra Tillack)

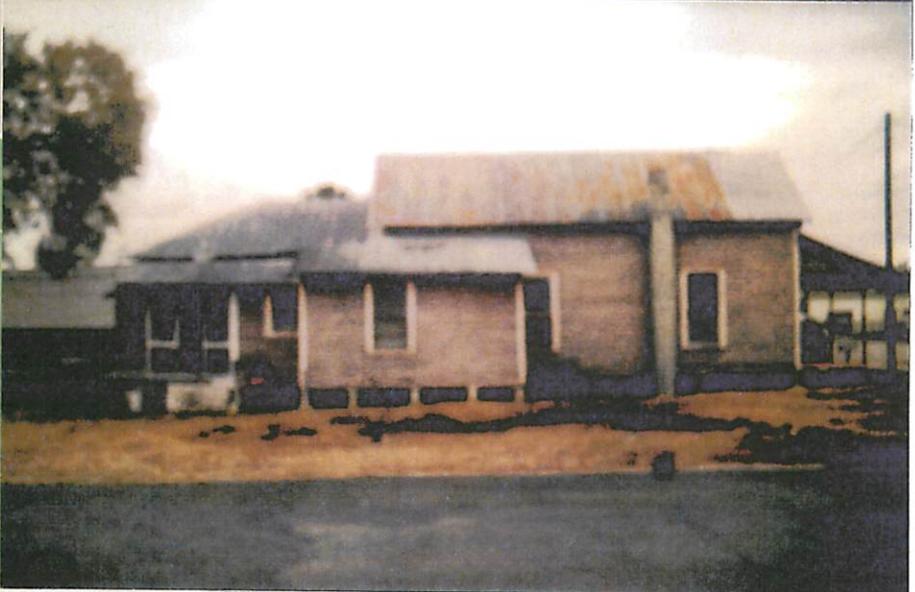


Picture of container that the tires will be stored in.



- The outside of the building will be painted grey and the outline will be painted green.

Thank you



Lucky Shamrock

# City of Arcadia



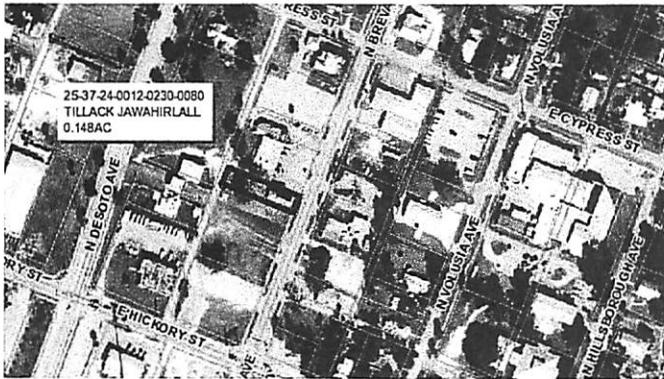
P. O. Drawer 351 • Arcadia, Florida 34265

December 28, 2011

Dear Property Owner:

The City of Arcadia Ordinance No. 955 requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness, reviewed by the Historic Preservation Commission and issued by City Council, prior to any construction activities. The following applicant has submitted an application for construction, reconstruction, alteration and demolition on the following parcel:

Jawahirlall Tillack and Devendra Tillack – 131 N. Brevard Ave. – to place an 8' x 10' metal storage container on the parcel to store tires and to place shell for parking and asphalt for business purposes on the parcel (see attached sketch).



You are being notified by this letter that public hearings will be held by the City of Arcadia Historic Preservation Commission on January 10, 2012 at 4 pm in the City of Arcadia Council Chambers at 23 N. Polk Ave. and by the City of Arcadia City Council on January 17, 2012 at 6 pm in the City of Arcadia Council Chambers at 23 N. Polk Ave.

If you have any questions regarding this notice please feel free to contact me at 863-494-4114.

Sincerely,

A handwritten signature in black ink, appearing to read "Judi Jankosky".

Judi Jankosky

Assistant City Administrator

### DeSoto County Property Appraiser - Sales Report

Name	Address1	Address2	Address3	City	State	ZIP
HILL JERRY G & CHRISTINE M	4337 NE HWY 17	.	.	ARCADIA	FL	342660000
AVARD WILLIAM P	541 GLORIA AVE	.	.	ARCADIA	FL	342660000
QUAVE CHARLES R	162 N BREVARD AVE	.	.	ARCADIA	FL	342660000
WALDRON EUGENE E JR PA	124 N BREVARD AVE	.	.	ARCADIA	FL	342660000
SYMONS PATSY C	PO BOX 2113	.	.	ARCADIA	FL	342650000
SCHAPER CURTIS W &	SCHAPER CATHERINE L	163 N BREVARD AVE	.	ARCADIA	FL	342660000
RB'S COIN LAUNDRY LLC	428 W HICKORY ST	.	.	ARCADIA	FL	342660000
DESAI KASHYAP K &	PATEL NIHARIKA P	1021 N BREVARD AVE	.	ARCADIA	FL	342660000
TILLACK JAWAHIRLALL	8851 NW 8TH ST	.	.	PEMBROKE PINES	FL	330240000
NV WEST INVESTMENTS LLC	7950 NW 58TH ST	.	.	MIAMI	FL	331660000
COAN GILBERT E	P O BOX 1127	.	.	ARCADIA	FL	342660000
COAN GILBERT E	P O BOX 1127	.	.	ARCADIA	FL	342660000
GRADY BETTY J	PO BOX 2374	.	.	ARCADIA	FL	342650000
NV WEST INVESTMENTS LLC	134 N DESOTO AVE	.	.	ARCADIA	FL	342660000



## MEMORANDUM

TO: City Council

FROM: Judi Jankosky, Assistant City Administrator 

DATE: January 11, 2012

SUBJECT: Pre-Qualification of a Business Proposal from Rickey Hilton

Per the City of Arcadia Municipal Airport Minimum Standards for Commercial Aeronautical Activities all applicants to be an Operator at the airport shall be accorded a fair and reasonable opportunity to do so without discrimination to qualify, or otherwise compete, subject to the Minimum Standards and such other requirements established by the City from time to time. An Operator is a person or persons, firm, company, joint venture, partnership or corporation engaging in any Aeronautical Activity on the Airport. An Operator is either a Fixed Base Operator (FBO) or a Specialty Shop Operator (SSO).

Mr. Hilton's proposal to operate a small maintenance shop would be a Specialty Shop Operator (SSO). Mr. Hilton intends to operate out of one of the hangers of Building F which is allowed with the permission of the City and with the caveat that Mr. Hilton comply with all applicable Federal, State and local laws, ordinances, codes and other regulations that may apply to a maintenance shop.

Please refer to Mr. Hilton's letter which is attached. Also attached you will find the Minimum Standards in their entirety. However, for brevity I have outlined the pre-qualification requirements and allowable City action below.

An applicant to be an Operator shall submit, in written form to the City, the following information, and, thereafter, such additional information as may be requested by the City.

- 1) Intended Scope of Activities
- 2) Evidence of Financial Responsibility
- 3) Experience
- 4) Any Miscellaneous Requirements such as:
  - a. Evidence of sufficient management experience and available personnel to conduct the activity proposed.
  - b. Agreement to lease available space and construct, lease or purchase adequate facilities for the type of activity proposed.
  - c. The Applicant is financially responsible and able to provide the facilities required for the activity proposed.
  - d. The Applicant has or can reasonably secure and maintain necessary certificates from the FAA and other authorities if required for the activity proposed.
  - e. The Applicant has or can furnish suitable indemnity insurance to protect and hold the City harmless from any liability in connection to the activity proposed.
  - f. The rates or charges for any and all activities.

- g. The Applicant shall not be permitted to operate without a fully executed lease agreement with the City containing provisions required by the Minimum Standards.
- h. The Applicant shall abide by and comply with all Federal, State, County, City laws, ordinances, statutes, orders, resolutions and regulations governing the activity proposed.
- i. All contracts or leases between the Applicant and City shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America.
- j. The Applicant shall not sublease or sublet any premises leased or assign such lease without prior written approval of the City.

**Action taken by the City Council – The City may reject any application or refuse to enter into any lease agreement, if in the sole opinion of the City, it finds any one or more of the following:**

- 1) The Applicant for any reason does not meet the qualifications, standards and requirements established by the Minimum Standards, or is not prepared to meet the same within a reasonable time as established by the City;
- 2) The proposed operation or construction will create a safety hazard on the Airport;
- 3) The approval of the agreement will require the City to spend funds or to supply labor or materials in connection with the proposed operation, or the operation will result in a financial loss to the City.
- 4) No appropriate, adequate or available space or building exists at the Airport which would accommodate the entire activity of the Applicant on the date of application or within a reasonable time thereafter;
- 5) Airport development or construction required for the proposed operation does not comply with the then Airport Master Plan;
- 6) The development or use of the area requested by the Applicant will result in a congestion of aircraft or buildings or will unduly interfere with the operates of any present Operator relative to problems with aircraft, services and/or free access to the Operator's area;
- 7) The Applicant has either intentionally or unintentionally falsified information or supporting documents;
- 8) The Applicant has failed to make full disclosure in the application or supporting documents;
- 9) The Applicant has a record of violating the rules and regulations of any other airport or civil air regulations, FAA regulations, or any other rules and regulations applicable to the City;
- 10) The Applicant or any principal of the Applicant has defaulted in the performance of any lease or any other agreement with the City whether at the Airport or not;
- 11) On the basis of current financial information, the Applicant does not, in the opinion of the City exhibit adequate financial responsibility to meet its obligation under a lease agreement with the City or to provide the Aeronautical Activities in accordance with these Minimum Standards'
- 12) The Applicant has been convicted of any felony of a misdemeanor involving moral turpitude or has been convicted of a public entity crime as defined in Section 287.133 Fla. Stat. and placed on the Convicted Vendor List.

**It is the understanding that Mr. Hilton is looking for feedback from the City Council as to whether they would favorably entertain his proposal if he met all the requirements of the Minimum Standards.**

**TO: Judi Jankosky**

**From: Rickey Hilton  
2807 NW Haile Dean Road  
Arcadia, Florida 34266  
Phone: 863-990-6807**

**RE: Business Opportunity**

**December 20, 2011**

**Dear Judi**

**I really appreciate you taking the time out of your busy schedule to meet with me concerning my attempt to open a small maintenance shop at the Arcadia Airport.**

**Please accept this letter as a request to perform commercial aircraft maintenance at the Arcadia Airport.**

**I have been in the commercial aviation business for the past 25 years, both as business owner and employee for others in all aspects of the business.**

**I am sure you are aware of the down-turn in the aviation industry over the past several years, and as a result I would like to open a very small maintenance shop using one of the T-hangars know as the hangars "F". I would also like to lease the area just to the south of this hangar for addition space for tie-downs and parking. It would be my hope that this is only the start with bigger and better things to come, but for now keeping the overhead as low as possible is very important because I don't believe the economy will support a much bigger operation.**

**This shop will open using one or two maintenance personnel, including myself, working at least five days, a week, eight hours per day depending on the amount of business. I already have the necessary tools and equipment for a start up operation and will secure the proper insurance before operation began.**

**I would like to go ahead and rent the T-hangar on a month to month basis until such details can be worked out for operation to begin. Please feel free to contact me if you have any questions or concerns.**

**Best regards,**

**Rickey Hilton**

**RECEIVED**  
**FEB 03 1998**  
CITY OF ARCADIA  
ARCADIA, FL

**HOLLAND & KNIGHT DRAFT**  
**January 29, 1998**

**CITY OF ARCADIA  
MUNICIPAL AIRPORT**

**MINIMUM STANDARDS**

**FOR**

**COMMERCIAL AERONAUTICAL ACTIVITIES**

**PART 1**  
**GENERAL INFORMATION**

1     **A.     DEFINITIONS**

2             1.     **AERONAUTICAL ACTIVITY** - Any activity which involves, makes possible,  
3 or is required for the operation of aircraft, or which contributes to or is required for aircraft,  
4 or which contributes to or is required for the safety of such operations. Each of the following  
5 activities, commonly conducted on civil general aviation airports, is an **AERONAUTICAL**  
6 **ACTIVITY** for purposes of this definition:

- 7                     a.     Aircraft sales and services.
- 8                     b.     Airframe and powerplant repair services.
- 9                     c.     Aircraft rental services.
- 10                    d.     Flight training services.
- 11                    e.     Aircraft charter and air taxi services.
- 12                    f.     Radio, instrument or propeller repair services.
- 13                    g.     Aerial applications (crop dusting).
- 14                    h.     Aviation fuels and petroleum products sales.
- 15                    i.     Sale of aircraft parts.
- 16                    j.     Sale or rental of aircraft hangar, parking and tie-down space.
- 17                    k.     Air carrier operations.
- 18                    l.     Air freight or cargo operations.
- 19                    m.     Banner towing and aerial advertising.
- 20                    n.     Ground servicing of air carrier aircraft.
- 21                    o.     Aerial photography or survey.
- 22                    p.     Aircraft washing and cleaning services (interior and exterior).
- 23                    q.     Any other activities which because of their direct relationship to the  
24 operation or repair of aircraft can appropriately be regarded as an  
25 **AERONAUTICAL ACTIVITY**.

26             2.     **AIRPORT** - The facilities constituting Arcadia Municipal Airport (XO6), owned  
27 and operated by the City of Arcadia, Florida.

28             3.     **APPLICANT** - Any person submitting an application to the City for approval to  
29 be an Operator providing any one or more Aeronautical Activity at the Airport.

30             4.     **FAA** - The Federal Aviation Administration of the Government of the United  
31 States of America, and its successors and assigns.

32             5.     **FIXED BASE OPERATOR ("FBO")** - An Operator engaging in the following  
33 Aeronautical Activities at the Airport:

- 1  
2 a. Aircraft fuel and oil sales and line services.  
3 b. Aircraft parking and tie-down services.  
4 c. Major airframe, powerplant and accessory repair services.  
5 d. Flight training.  
6 e. Aircraft sales and rental.

7 6. A. **LEASED AIRCRAFT - CATEGORY I** - Aircraft leased pursuant to a  
8 written lease agreement to a single lessee for a minimum of six (6) months, which aircraft may  
9 not be rented, re-leased, or used by the owner during the term of the lease. Such aircraft shall  
10 be for the exclusive use of, and under the exclusive control of, the lessee. Aircraft leased in this  
11 manner may be self-maintained and self-serviced by the lessee. Self-fueling aircraft dispensing  
12 activities shall be in accordance with the portion of these Minimum Standards which details the  
13 requirements for private corporation - owned hangar and aviation fuel dispensing facilities.

14 B. **LEASED AIRCRAFT - CATEGORY II** - Aircraft leased pursuant to a  
15 written lease agreement to a single lessee for a minimum of six (6) months, which aircraft may  
16 be rented, re-leased or used by the owner during the term of the lease. Such aircraft are not for  
17 the exclusive use of the lessee, and may not be under the lessee's exclusive control. Aircraft  
18 leased in this manner shall not be self-maintained or self-serviced (including fueling) by the  
19 lessee, unless the lessee otherwise qualifies to render such services in accordance with these  
20 Minimum Standards.

21 7. **CITY** - The City of Arcadia, a Florida municipal corporation, including the City  
22 Council of the City of Arcadia sitting as the elected governing body of the City of Arcadia and  
23 the governing authority of the Airport.

24 8. **MINIMUM STANDARDS** - These minimum requirements which must be met  
25 as a condition of exercising the privilege of conducting any Aeronautical Activity.

26 9. **OPERATOR** - A person or persons, firm, company, joint venture, partnership or  
27 corporation engaging in any Aeronautical Activity on the Airport. An Operator is either a Fixed  
28 Base Operator ("FBO") or a Specialty Shop Operator ("SSO").

29 10. **RENTAL AIRCRAFT** - Aircraft leased (i) pursuant to an oral lease agreement,  
30 (ii) to one or more lessees, or (iii) for less than six (6) months. Aircraft leased in such a  
31 manner shall not be self-maintained, or self-serviced (including fueling) by the lessee, unless the  
32 lessee otherwise qualifies to render such services in accordance with these Minimum Standards.

1           11.    **SPECIALTY SHOP OPERATOR ("SSO")** - An Operator which is not a Fixed  
2 Base Operator and which provides one or more of the following Aeronautical Activities:

3                   a.       Specialized Aircraft Repair or Support Services (including, but not limited  
4 to, repair of avionics instruments, propellers, engines and powerplants, airframes, painting,  
5 exterior cleaning and waxing, interior cleaning, lavatory servicing, accessory maintenance, etc.)

6                   b.       Specialized Commercial Aeronautical Services (including, but not limited  
7 to, aircraft sales, aircraft rental, flight training, aircraft charter or air taxi service, sightseeing  
8 flights, aerial photography or survey, etc.)

9    **B.    STATEMENT OF POLICY**

10           All Applicants shall be accorded a fair and reasonable opportunity, without discrimination  
11 to qualify, or otherwise compete, to be an Operator at the Airport to furnish Aeronautical  
12 Activities subject to the Minimum Standards and such other requirements established by the City  
13 from time to time. In all cases where the words "standards" or "requirements" appear in the  
14 above-mentioned schedule, they are modified by the word "minimum." Operators are  
15 encouraged to exceed the Minimum Standards, but no Operator will be allowed to operate under  
16 conditions below the Minimum Standards.

17           A WRITTEN AGREEMENT, APPROVED BY THE CITY COUNCIL AND  
18 PROPERLY EXECUTED BY THE CITY AND THE OPERATOR, IS A PREREQUISITE TO  
19 TENANCY ON THE AIRPORT AND THE COMMENCEMENT OF ANY AERONAUTICAL  
20 ACTIVITIES THEREON. The terms of any such agreement shall be compatible with the  
21 Minimum Standards and will not change or modify the standards herein contained and will not  
22 change or modify the standards and requirements themselves, unless expressly authorized in  
23 these Minimum Standards. These Minimum Standards and requirements shall be included as  
24 a part of all agreements or leases between the City and any Operator. Information relative to  
25 rental fees and charges applicable to the Aeronautical Activities will be made available to the  
26 prospective Operator by the City at the time of application or during contract negotiations.

27           These Minimum Standards may be revised from time to time by the City in its discretion.  
28 The City reserves the right to amend these Minimum Standards and any lease, contract or  
29 agreement entered into with an Operator, which shall thereafter be subject to the amended  
30 standards and may be terminated or canceled in the event of failure to comply with any  
31 amendments to these Minimum Standards after notice thereof has been given.

1 Scheduled air carrier and scheduled air taxi services, or any other activities not  
2 specifically provided for in these Minimum Standards, will be subject to negotiation. Contingent  
3 upon Operator's qualifications, meeting the established Minimum Standards, executing a written  
4 agreement with the City and submitting payment of the prescribed rentals, fees and charges, the  
5 Operator may engage in and conduct one or more Aeronautical Activities selected by him/her  
6 on the Airport as specified in the written contract. **The granting of any right and privilege to**  
7 **operate at the Airport does not and shall not be deemed or construed in any manner as**  
8 **giving the Operator any exclusive right of use of the premises and facilities of the Airport,**  
9 **or any part thereof, other than those premises which may be leased exclusively to him/her**  
10 **and then only to the extent provided in a written agreement.** The City reserves and retains  
11 the right for the use of the Airport by others who may desire to use the same, pursuant to  
12 applicable federal, state and local laws, ordinances, orders, rules and regulations, pertaining to  
13 such use. The City reserves the further right to designate the specific areas of the Airport in  
14 which the individual or a combination of Aeronautical Activities may be conducted. Such  
15 designation shall give consideration to the nature and extent of the operation and the lands  
16 available for such purpose, consistent with the orderly and safe operation of the Airport.

17 All Operators are encouraged to exceed the Minimum Standards. The Minimum  
18 Standards are not all inclusive. Operators of Aeronautical Activity must also comply with all  
19 applicable Federal, State and local laws, ordinances, codes and other regulations including rules  
20 and regulations promulgated by Desoto County and the City. In cases of a conflict between  
21 these Minimum Standards and any other regulation, the most restrictive shall apply.

22 **C. PRE-QUALIFICATION REQUIREMENTS**

23 An Applicant to be an Operator shall submit, in written form to the City, at the time of  
24 his/her application, the following information, and, thereafter, such additional information as  
25 may be requested by the City.

26 1. Intended Scope of Activities

27 As a condition precedent to the approval of an application to be an Operator, the  
28 Applicant must submit a detailed description of the methods to be employed to accomplish the  
29 contemplated operating standards and requirements, to provide high-quality Aeronautical  
30 Activities and to serve the aviation and general public in the Arcadia air service area, including  
31 the following:

- 32 a. The Aeronautical Activity or Activities to be provided.

- 1           b.    The amount of land required for operation and to be leased.
- 2           c.    The building space to be constructed or leased.
- 3           d.    The number and types of aircraft to be provided.
- 4           e.    The number of persons to be employed.
- 5           f.    The hours of proposed operation.
- 6           g.    The number and types of insurance coverage to be maintained.
- 7           h.    Evidence of financial capability and technical ability to perform and
- 8                 provide the proposed services and facilities.
- 9           i.    The name, address and telephone number of the Applicants and the
- 10                 proposed operating name of the business.
- 11           j.    The names and qualifications of the principal personnel to be involved in
- 12                 conducting the proposed Aeronautical Activity or Activities.
- 13           k.    The tools, equipment, services and inventory, if any, proposed to be
- 14                 furnished in connection with such activity.
- 15           l.    The requested or proposed date for commencement of the Aeronautical
- 16                 Activity and the length of term of conducting the same.
- 17           m.    The estimated cost of any structure or facilities to be constructed or
- 18                 furnished, the proposed specifications for same, and the means and
- 19                 method of financing such construction or acquisition of facilities.
- 20           n.    The intended location and layout plan of any proposed or future
- 21                 development.

22           2.    Financial Responsibility

23                 The Applicant must provide a statement, satisfactory to the City, evidencing the  
24                 Applicant's financial responsibility, from a bank or trust company doing business in Desoto  
25                 County or from such other source as may be acceptable to the City and readily verified through  
26                 normal banking channels. The Applicant must also demonstrate financial capability to initiate  
27                 operations and for the construction of improvements and appurtenances that may be required  
28                 commensurate with the concept of the proposed operation, or operations, and shall also indicate  
29                 the Applicant's ability to provide working capital to complete construction of improvements and  
30                 appurtenances that may be required commensurate with the concept of the proposed operation,  
31                 or operations, and shall also indicate the Applicant's ability to provide working capital to carry  
32                 on the contemplated operations, once initiated.

33           3.    Experience

1           The Applicant shall furnish the City with a statement of the Applicant's past  
2 experience rendering the specified Aeronautical Activity which the Applicant proposes to provide  
3 on the Airport, together with a statement that the Applicant has the managerial ability to perform  
4 the selected Aeronautical Activity.

5           4.       Miscellaneous Requirements

6           Each Applicant desiring to conduct Aeronautical Activities must confirm the  
7 following:

8           a.       The Applicant has sufficient management experience and available  
9 personnel to conduct the proposed Aeronautical Activity in an efficient manner.

10          b.       The Applicant will lease available space and construct, lease or purchase  
11 adequate facilities for the type of Aeronautical Activity to be provided.

12          c.       The Applicant is financially responsible and able to provide the facilities  
13 and Aeronautical Activities proposed.

14          d.       The Applicant has or can reasonably secure and maintain necessary  
15 certificates from the FAA and other authorities if such is required for the proposed Aeronautical  
16 Activity.

17          e.       The Applicant has or can furnish suitable indemnity insurance to protect  
18 and hold the City harmless from any liability in connection with the conduct of the Aeronautical  
19 Activity proposed.

20          f.       The rates or charges for any and all Aeronautical Activities and other  
21 services proposed to be provided by the Applicant shall be determined by the Applicant subject  
22 to the approval of the City and subject further to the requirement that all such rates or charges  
23 shall be reasonable and be equally and fairly applied to all users of the Aeronautical Activities  
24 or other services.

25          g.       The Applicant shall not be permitted to operate at the Airport without a  
26 fully executed lease agreement with the City containing provisions for strict compliance with  
27 these Minimum Standards and containing such other provisions as may be determined by the  
28 City to be necessary on account of any building or other construction which may be required  
29 under such lease, or any other special requirements which may be applicable to the Applicant.

30          h.       The Applicant shall abide by and comply with all Federal, State, County,  
31 City laws, ordinances, statutes, orders, resolutions and regulations governing the activities of  
32 an Operator, including the rules and regulations of the Airport, the Florida Department of  
33 Transportation and the Federal Aviation Administration, as such now exists or may hereafter be  
34 enacted or amended.

1           i.       All contracts or leases between the Applicant and the City shall be  
2 subordinate to the provisions of any existing or future agreement between the City and the  
3 United States of America, or any agency thereof, relative to the operation or maintenance of  
4 the Airport, the execution of which has been or may be required as a condition precedent to the  
5 expenditure of Federal funds for the development of the Airport.

6           j.       The Applicant shall not sublease or sublet any premises leased by an  
7 Operator from the City, or assign any such lease, without the prior written approval of the City,  
8 and any such subletting or assignment shall be subject to all of the Minimum Standards herein  
9 set forth.

10           5.       Action on Application

11                   The City may reject any application or refuse to enter into any lease agreement,  
12 if in the sole opinion of the City, it finds any one or more of the following:

13           a.       The Applicant for any reason does not meet the qualifications, standards  
14 and requirements established by these Minimum Standards, or is not prepared to meet same  
15 within a reasonable time as established by the City;

16           b.       The proposed operation or construction will create a safety hazard on the  
17 Airport;

18           c.       The approval of the agreement will require the City to spend funds or to  
19 supply labor or materials in connection with the proposed operation, or the operation will result  
20 in a financial loss to the City;

21           d.       No appropriate, adequate or available space or building exists at the  
22 Airport which would accommodate the entire activity of the Applicant on the date of application  
23 or within a reasonable time thereafter;

24           e.       Airport development or construction required for the proposed operation  
25 does not comply with the then Airport Master Plan;

26           f.       The development or use of the area requested by the Applicant will result  
27 in a congestion of aircraft or buildings or will unduly interfere with the operations of any present  
28 Operator relative to problems with aircraft, servicing and/or free access to the Operator's area;

29           g.       The Applicant has either intentionally or unintentionally falsified  
30 application or supporting documents;

31           h.       The Applicant has failed to make full disclosure on the application or  
32 supporting documents;

33           i.       The Applicant has a record of violating the rules and regulations of any  
34 other airport or civil air regulations, FAA regulations, or any other rules and regulations  
35 applicable to the City;

1           j.       The Applicant or any principal of the Applicant has defaulted in the  
2 performance of any lease or any other agreement with the City whether at the Airport or not;

3           k.       On the basis of current financial information, the Applicant does not, in  
4 the opinion of the City exhibit adequate financial responsibility to meet its obligations under a  
5 lease agreement with the City or to provide the Aeronautical Activities in accordance with these  
6 Minimum Standards;

7           l.       The Applicant cannot obtain a performance bond or other adequate security  
8 in an amount required by the City to insure performance;

9           m.       The Applicant has been convicted of any felony or a misdemeanor  
10 involving moral turpitude or has been convicted of a public entity crime as defined in Section  
11 287.133 Fla. Stat. and placed on the Convicted Vendor List.

12                 Nothing contained herein shall prohibit the City from granting or denying, for any  
13 reason the City deems sufficient, an application to do business on the Airport for the purpose  
14 of selling, furnishing or establishing non-aviation products supplied for any service or business  
15 of a non-aeronautical nature, or an application for the non-profit use of an Airport facility.

16       **D.     INSURANCE REQUIREMENTS**

17                 Each Operator shall obtain and maintain at Operator's sole expense continuously in effect  
18 throughout the term of its Aeronautical Activities insurance of the types and in at least such  
19 minimum amounts as set forth in the schedule of Minimum Standards for the respective  
20 categories of Aeronautical Activities involved. Such insurance shall be placed with a company,  
21 or companies, authorized to do business in the State of Florida and which is satisfactory to the  
22 City.

23                 When more than one Aeronautical Activity is proposed, the minimum limits will vary  
24 dependent upon the nature of individual service in such combination, but will in all cases be at  
25 least of the highest minimum limit stated in the grouping chosen. Because of these variables,  
26 the applicable minimum insurance coverage on combinations of Aeronautical Services will be  
27 discussed with the Applicant at the time of its application or otherwise during lease negotiations.  
28 In any event, the decision of the City as to the nature and amount of insurance shall control and  
29 be final.

30                 All insurance which the Operator is required by the City to carry and keep in force shall  
31 include the City as an additional named insured. The applicable insurance coverages shall be  
32 in force during the initial period of construction of the Operator's facilities and/or prior to its  
33 entry upon the Airport for the conduct of its business. All insurance herein required shall apply

1 as primary and not in excess of or contributing with other insurance which the Operator may  
2 carry. All policies shall provide contractual liability coverage sufficiently broad so as to include  
3 the liability assumed by the Operator in the indemnity and hold harmless provisions included in  
4 any agreements between the Operator and the City.

5 The Operator's insurance policies required by this Agreement shall apply separately to  
6 the City as if separate policies had been issued to Operator and City. The Operator's  
7 Comprehensive General Liability policy shall protect the City against any and all liability created  
8 by reason of Operator's conduct incident to use of the airport, or resulting from any accident  
9 occurring on or about the roads, driveways or other areas of the Airport, including the runways,  
10 taxiways and ramps used by the Operator at the Airport.

11 The Operator's insurance as required by these Minimum Standards shall not be subject  
12 to cancellation or material alteration until at least thirty (30) days written notice has been  
13 provided to the City. Operator shall furnish to the City annually Certificates of Insurance  
14 evidencing that all of the herein stated requirements have been met. The amount or amounts of  
15 all required policies shall not be deemed a limitation of the Operator's agreement to indemnify  
16 and hold harmless the City, and in the event Operator or the City shall become liable in an  
17 amount in excess of the amount or amounts of such policies, then the Operator shall save the  
18 City harmless from the whole thereof.

19 The Operator is required to maintain insurance at the minimum levels prescribed by these  
20 Minimum Standards to protect the Operator and the City from the normal insurable liabilities  
21 that may be incurred by Operator in its operation at the Airport. In the event such insurance  
22 as required by these Minimum Standards shall lapse, the City reserves the right to obtain such  
23 insurance at the Operator's sole expense.

24 The Operator shall not use the premises or conduct any Aeronautical Activities in any  
25 manner that causes an increase in premium for the CITY's insurance, unless LESSEE pays for  
26 such increased premiums to the CITY upon demand and in full. Such uses include but are not  
27 limited to: any use for which the premises are leased; any use for which the aeronautical activity  
28 cannot secure or refuses to secure insurance coverage for; any use for which the FAA  
29 determines insurance coverage to be an unreasonable requirement.

30 The following types and minimum amounts of insurance coverage shall be carried by  
31 each Operator at the Airport:

32 1. Workers Compensation Insurance with employers liability coverage of not less  
33 than the amount required by Florida law.

1           2.     Property and Casualty Insurance against loss or damage to improvements due to  
2 fire, lightning and all other perils included in standard extended coverage policies, plus  
3 vandalism and malicious mischief coverage, all in amounts of not less than ninety percent (90%)  
4 of replacement value. Upon request by the City, such replacement value shall be determined  
5 by a qualified appraiser, a copy of whose findings shall be submitted to the City, and thereafter,  
6 proper adjustment in the limits of insurance coverage shall be effected. Said property and  
7 casualty insurance need not be maintained by Operator, if Operator is renting or leasing  
8 improvements and Operator's lessor maintains the required insurance.

9           3.     Comprehensive General Public Liability Insurance against claims for bodily  
10 injury, death or property damage occurring on, in or about the Operator's premises and the  
11 Airport, in an amount acceptable to the City.

12           4.     During any period of construction on the Operator's leased premises, a Builders  
13 Risk Completed Value policy with an all-risk endorsement, and an Owner's and Contractor's  
14 Protective policy in the minimum amounts determined by the City.

15           5.     For any vehicles authorized in writing by the City to operate on the Aircraft  
16 Operating Area of the Airport, Automobile Insurance in the minimum amount of One Million  
17 Dollars (\$1,000,000.00) combined single limit coverage. If the Operator's Comprehensive  
18 General Public Liability coverage includes vehicular operations on the Airport, separate  
19 automobile insurance shall not be required.

20           6.     Dependent upon the precise nature of the Aeronautical Activities to be conducted  
21 by the Operator, additional types of insurance coverage such as the following, among others,  
22 shall be carried by Operator if and when required by the City:

- 23           1.     Aircraft Liability
- 24           2.     Hangar Keeper's Liability
- 25           3.     Products Liability
- 26           4.     Renter Pilot Liability
- 27           5.     Student Pilot Liability
- 28           6.     Chemical and Environmental Damage Liability

29           The types and amounts of the above insurance coverage required to be carried by  
30 Operator shall be determined by the City on a case-by-case basis. In any event, for each of the  
31 above types of insurance required to be carried, no less than One Million Dollars  
32 (\$1,000,000.00) coverage per occurrence per type of insurance shall be required. Coverages

1 may be required at higher levels than the above minimum based upon the nature of Operator's  
2 risk exposure.

3 **E. CONSTRUCTION AND SITE DEVELOPMENT STANDARDS**

4 1. The minimum space requirements as hereinafter specified shall be satisfied with  
5 land and buildings placed upon land which shall be leased from the City with prior written  
6 approval of the City. In no event shall any Aeronautical Activities be conducted from land on  
7 or adjacent to the Airport which is not owned by the City (sometimes known and referred to in  
8 the airport industry as being a "through-the-fence" arrangement).

9 2. For construction of any new facilities financed by the Operator not already located  
10 on or at the Airport, the Operator may be subject to the same conditions of development as are  
11 contained in the then current Airport Master Plan or City Leasehold Development Standards.  
12 In no instance shall any buildings or structures be placed upon the Airport which are not of new  
13 construction. All structures shall be of permanent construction, painted and shall be compatible  
14 with the design, materials and landscaping established in the Leasehold Development Standards.

15 3. Any structures or facilities to be constructed or placed upon the Airport shall  
16 conform to all safety regulations of all Federal, State, and local governmental agencies and shall  
17 conform with the requirements of the then current building, life-safety, zoning, electrical and  
18 fire codes of Desoto County and the City of Arcadia.

19 4. Prior to initiation of any construction by the Operator, the City will require a  
20 performance and payment bond or other acceptable form of security to guarantee completion of  
21 construction payment of subcontractors and materialmen and the return of any funds expended  
22 by the City should Operator default on any obligations.

23 5. All construction shall be in accordance with plans presented to and approved in  
24 advance by the City. All construction shall be subject to inspection by an engineer employed  
25 by the City or Desoto County or both, to determine that it conforms to the plans and  
26 specification and desires of the City. Any costs associated with these inspections shall be paid  
27 by the Operator. Before beginning any construction, Operator shall obtain appropriate building  
28 and construction permits from Desoto County, or other applicable governmental entity.

29 6. Prior to any construction, alteration or major changes upon the premises leased  
30 by the Operator, the Operator shall submit to the City two (2) sets of any proposed plans and

1 specifications (drawn to scale), and a site use plan indicating the location and extent of the  
2 following:

- 3 a. The size, location, dimensions and floor plan of any structures.
- 4 b. The size and dimension of aircraft ramp areas.
- 5 c. The location and setback of the structures from the ramp area and outer  
6 edges of the leased premises.
- 7 d. Vehicular access routes and security precautions for the aircraft operating  
8 areas.
- 9 e. Total square footage of the ramp and hangar area.
- 10 f. The location of all trees, shrubs and landscaped areas.
- 11 g. Building elevations, to include any overhangs and designation of glass or  
12 other reflective surfaces.
- 13 h. Exterior lighting and area illumination and direction of such lighting.
- 14 i. Utility and easement locations.
- 15 j. Location and height of all fences.
- 16 k. Location of all loading areas and pedestrian ways.
- 17 l. All exterior contours and types of surfacing.
- 18 m. Grading plan with existing and future elevations.
- 19 n. Drainage plan with existing and future flows and facilities.
- 20 o. Pavement surfaces, cross-sections and weight bearing capacity.
- 21 p. Erosion control measures.
- 22 q. Location of all on-premises vehicular parking lots.

23 The primary purpose for reviewing the Operator's plans is to determine the impact  
24 on adjacent leaseholds and on the general operations of the Airport. The City's review will seek  
25 to ensure that the following standards are upheld, among other things:

- 26 a. That there will be no physical interference with the operation of aircraft  
27 on or adjacent to the Airport;
- 28 b. That no external effects, including noise, lights, reflections, odor,  
29 vibration, smoke, dust or gases will be of a magnitude to adversely  
30 interfere with operations or the general operation of the Airport;
- 31 c. That no drainage or utility problems will be created for the Airport;
- 32 d. That no operational interference will be created for the Airport as a result  
33 of Operator's activities on premises.

34 7. Operator is solely responsible for ascertaining the requirements of any and all  
35 government agencies, Federal, State or local, with regard to permit and application procedures

1 necessary to obtain any approvals and building permits. Operator shall not begin any  
2 construction until it has received a prior written notice to commence construction from the City,  
3 and until the Operator and/or the City has received the necessary approvals from the Federal  
4 Aviation Administration, Desoto County , and such other governmental authorities as are  
5 necessary for the type of construction contemplated.

6 8. At any time construction activities are undertaken on the premises leased by the  
7 Operator, the Operator shall require that its construction contractors keep in force insurance  
8 issued by a responsible insurance company authorized to do business in the State of Florida  
9 insuring the improvements during construction under Completed Builder's All Risk Insurance;  
10 including fire, extended coverage, vandalism and malicious mischief, in an amount equal to the  
11 full insurable value of such construction as the same progresses in order to ensure continuity of  
12 construction and ultimate completion despite damage or destruction suffered during the course,  
13 thereof. The foregoing shall be made a part of any contract between Operator and its contractor.  
14 In the event Operator does any construction work itself, it will comply with the provisions  
15 hereof.

16 9. All permanent improvements constructed on the premises, other than trade  
17 fixtures, shall become a part of the land and belong to the City upon the termination or  
18 cancellation of the lease agreement between the Operator and City which covers such  
19 improvements.

20 10. Upon written notice from the City that construction may commence upon the  
21 premises, Operator shall, within 60 days after such notice is given, let contracts for the entire  
22 construction project with a contractor or contractors capable of performing the work involved.  
23 Construction on the project shall begin as soon as possible after the contractors have been  
24 selected. If the Operator shall not complete the construction within one (1) year after the date  
25 notice was received from the City authorizing commencement of construction, then, at the option  
26 of the City, the relevant lease improvements made by Operator on the premises shall remain  
27 thereon without any payment by the City therefor, or shall be removed from the premises at the  
28 Operator's sole expense. Premises damaged during such removal shall be repaired at Operator's  
29 sole expense.

30 11. All buildings and improvements located upon the premises leased by the Operator  
31 shall be so located and placed as to be in accordance with City set-back requirements. Any  
32 areas provided for aircraft ramps, aprons or taxiways, as well as any vehicular parking areas and  
33 roadways shall be paved with an appropriate bituminous or concrete surface. A paved walkway  
34 shall be provided within the leased area to accommodate pedestrian access to the Operator's  
35 office, and a paved aircraft apron within the leased area sufficient to accommodate its aircraft

1 activities and operations shall be provided. Paved vehicular parking lots in a minimum size as  
2 specified elsewhere in these Minimum Standards shall be provided on the leased premises. No  
3 on-street parking will be permitted. The balance of the premises shall be landscaped so as to  
4 present an attractive appearance.

5 12. If the Operator's leased premises is not currently served by taxiways, roadways,  
6 drainage facilities and utility services, Operator shall be responsible for providing or extending  
7 such services, pavement surfaces, and drainage facilities to such site at Operator's sole expense,  
8 unless otherwise negotiated with the City prior to execution of a lease agreement. All such  
9 utility services and pavement areas shall be constructed in full compliance with Airport and FAA  
10 standards, as well as applicable codes, regulations or requirements of Desoto County and the  
11 City.

12 **F. GENERAL OPERATIONAL REQUIREMENTS**

13 1. The Operator shall have in his/her employ, and on duty during the required  
14 operating hours, trained personnel in such numbers as are required to meet the applicable  
15 Minimum Standards set forth herein in an efficient manner for each Aeronautical Activity being  
16 performed. The Operator shall also provide a responsible person in the office to supervise the  
17 operations in the leased area and on the Airport and with authorization to represent and act for  
18 and on behalf of the Operator during all business hours. Operator shall provide to the City a  
19 roster of qualified personnel who are available after normal business hours to respond to  
20 emergency situations involving or affecting Operator's activities.

21 2. Operator shall control the conduct, demeanor and appearance of its employees,  
22 who shall be trained by Operator and who shall possess such technical qualifications and hold  
23 such certificates, permits, licenses and ratings and shall maintain same throughout the term of  
24 Operator's business activities on the Airport. It shall be the responsibility of Operator to  
25 maintain close supervision over its employees to assure a high standard of service to customers  
26 of Operator.

27 3. Cross-utilization of personnel between aeronautical services performed will be  
28 permitted to the extent that personnel qualifications and licensing requirements are met, and the  
29 minimum on-duty office manning requirements of these Minimum Standards are met.

30 4. No aircraft or other vehicle may be left unattended or parked, or any object or  
31 structure placed, built or left to remain at any point on the Airport where such object would

1 protrude through any imaginary surface prescribed as an obstruction by Federal Aviation  
2 Regulations Part 77.

3 5. Operator will make provisions for the courtesy transportation of pilots and  
4 passengers of general aviation aircraft (using the Operator's facilities and services and in the  
5 conduct of Operator's business) to and from the Operator's office to the Operator's aircraft  
6 parking/tie-down areas, and the Airport's terminal building. When performing this service with  
7 motor vehicles driven on the Airport proper, Operator shall do so only in strict accordance with  
8 Airport Rules and Regulations, applicable Federal, State, County and municipal laws,  
9 ordinances, codes or other similar regulatory measures now in existence or as may be hereafter  
10 modified, amended or enacted.

11 6. Operator shall not provide a vehicular parking facility or service for patrons of  
12 the terminal building, whether or not for charge or profit.

13 7. Operator shall, at all times, and at its own expense, comply with applicable  
14 provisions of Airport Rules and Regulations and Airport/ Aircraft Security Rules of Federal  
15 Aviation Regulations Parts 107, 108 and 139, or any subsequent replacements, as such may exist  
16 from time to time.

17 8. Operator shall permit Desoto County or the City to enter upon the premises of  
18 the Operator at any reasonable time for any purpose necessary, incidental to, or connected with  
19 Operator's performance of its obligations with respect to these Minimum Standards, or in the  
20 exercise of the City's governmental functions, for fire protection or security purposes, or for  
21 inspecting or maintaining the premises, or doing any and all things the City is obligated to do,  
22 or which may be deemed necessary or desirable for the proper conduct and operation of the  
23 Airport.

24 9. Operator shall comply with all reasonable requirements of the City with respect  
25 to Airport security.

26 10. The rates or charges for any and all activities and services of Operator shall be  
27 determined by the Operator, subject to review by the City and subject to the further requirement  
28 that all such rates or charges shall be reasonable and be equally and fairly applied to all users  
29 of the services.

30 11. Operator shall provide prompt, courteous and efficient service to the public at all  
31 times with adequate staffing to adequately meet service demands.

1           12.    Operator shall comply with the highest ethical standards of the aviation service  
2 industry in the conduct of its Aeronautical Activities.

3           13.    Operator shall reduce to a minimum any vibrations tending to damage any  
4 equipment, structure, building or portion of a building located on or near the Airport.

5           14.    Operator shall keep the sound level of its operations as low as reasonably possible.

6           15.    Operator shall commit no unlawful nuisance, waste or injury on its property and  
7 refrain from doing anything which may result in the creation or commission or maintenance of  
8 such nuisance, waste or injury to property on the Airport.

9           16.    Operator shall refrain from creating or permitting to be caused or created upon  
10 its premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of  
11 exhaust fumes by the operation of internal combustion engines or aircraft engines of other types,  
12 so long as such engines are maintained and are being operated in a proper manner, shall not be  
13 violation of this paragraph, nor shall the reasonable operation of Operator's business constitute  
14 such violation, although some odors, gases and vapors may result therefrom.

15           17.    Operator shall refrain from doing anything which might interfere with the  
16 effectiveness or accessibility of the Airport's public utilities systems, drainage or sewer system,  
17 fire protection system, sprinkler system, alarm system, or fire hydrants and hoses (if any are  
18 installed or located on or in Operator's premises).

19           18.    Operator shall refrain from overloading any floor or paved area of the Airport,  
20 and promptly repair any floor, including supporting members, and any paved areas, including  
21 aircraft operating areas, damaged by overloading caused by Operator.

22           19.    Operator shall refrain from doing any act or thing upon the Airport which will  
23 invalidate or conflict with any fire or liability insurance policies covering the Airport.

24           20.    Operator shall refrain from doing any act or thing which may constitute an  
25 extra-hazardous condition so as to increase the risks normally attendant upon the normal Airport  
26 operation.

27           21.    Operator shall remove or dispose, at its own expense, debris and other waste  
28 material (whether solid or liquid) arising out of Operator's activities. Any garbage, debris or  
29 waste which may be temporarily stored in the open shall be kept in suitable garbage or waste

1 receptacles, made of metal and equipped with tight-fitting covers of a design sufficient to contain  
2 whatever may be placed therein. Operator shall use extreme care when removing such waste.

3           22. Operator shall keep and maintain its premises and all improvements in a neat and  
4 orderly condition, and in good and substantial repair, condition and appearance. Operator shall  
5 keep mowed and in a sightly condition all landscaping and grass areas within its premises.  
6 Operator shall also maintain all aprons, ramps, taxiways, roadways, parking lots, and drainage  
7 facilities that are constructed by Operator or set aside for the use of Operator.

8 **G. GENERAL LEASE CLAUSES**

9           1. Each Airport Operating and Use Agreement and each lease for ground space or  
10 construction contract for business at the Airport entered into by the City shall include each of  
11 the following provisions, as applicable, among others, as required by Federal, State and local  
12 governments. Such provisions shall be considered included and incorporated even if they are  
13 not specifically stated in any lease, agreement, or contract.

- 14           a. Fair and Nondiscriminatory Provisions.
- 15           b. Affirmative Action Assurances.
- 16           c. Civil Rights Assurances.
- 17           d. Minority and Disadvantaged Business Enterprise Assurances.
- 18           e. Non-exclusive Rights Provision.
- 19           f. Lease Subordination to Other Government Agencies.
- 20           g. Indemnity and Hold Harmless Clause.
- 21           h. Other mandated provisions, as well as standard Airport lease clauses.

22           2. The most current form or amendment of each of the above lease provisions shall  
23 be obtained from the Federal, State and local governments and shall be included in each lease  
24 agreement at the time of execution. The lease agreement shall also contain any or all of the  
25 following items, among others:

- 26           a. Length or term of agreement.
- 27           (1). Leases to aviation and aeronautical businesses and facilities shall run for a  
28 period of three (3) years where no capital investment is furnished by the lessee.

1 (2). Where capital investment in the amount of \$150,000 or more in the form of  
2 fixed facilities is furnished by lessee, a lease term of fifteen (15) years may be  
3 provided.

4 (3). Longer term leases not exceeding thirty (30) years may be negotiated where  
5 the capital investment and fixed facilities are of such magnitude that a longer  
6 lease term for amortization is justified. The City shall have sole discretion in  
7 awarding up to this maximum lease term.

8 (4). Where lease terms for periods of over three (3) years are authorized based  
9 on planned capital investment and fixed facilities, it shall be the obligation of the  
10 lessee to construct those fixed facilities proposed at the time of lease negotiation.  
11 Failure to construct such facilities in accordance with the schedule developed at  
12 the time of lease negotiation shall be considered a material breach of the lease  
13 agreement on the part of the lessee and the lease agreement may be terminated  
14 or the term reduced to a period of three (3) years from the date of signing by the  
15 City at its sole discretion.

16 (5). Lease agreements may contain an option for renewal of the lease subject to  
17 the review and approval of the City.

18 b. The following lease rate and Airport commercial user charge fees to be paid to  
19 the City.

20 (1). The annual lease rate will be based on ten percent (10%) of the current  
21 appraised value of the property per acre per year, with a minimum rate of \$1,600  
22 per acre per year, payable in advance monthly in equal installments. The lease  
23 rate shall be adjusted annually on the anniversary date of the lease based on the  
24 Index of Consumer Prices, as published by the United States Department of Labor  
25 Statistics. In no case shall the lease rate be less than ten percent (10%). The  
26 City reserves the right to reappraise the property at one year intervals  
27 commencing on the anniversary date of the lease. In no case shall the appraised  
28 value of the property be less than \$16,000.

29 (2). An operating fee, payable monthly, for the right to conduct a commercial  
30 aeronautical activity on the Airport in the amount of five percent (5%) of the  
31 Operators gross income. The operating fee shall be adjusted annually on the  
32 anniversary date of the lease based on the Index of Consumer Prices, as published

1 by the United States Department of Labor Statistics. In no case shall the  
2 operating fee be less than five percent (5%).

3 (3). A fuel flowage fee, payable monthly, in the amount of three (3) cents per  
4 gallon of fuel and five (5) cents per quart of lubrication oil upon delivery on the  
5 Airport. The City reserves the right to adjust the rate as needed.  
6

7 c. A provision for a performance bond.

8 d. A provision requiring the Operator to provide Certificates of Insurance to the City  
9 for coverages specified by the City.

10 e. A provision that any sublease agreement and assignment must receive prior  
11 written approval of the City.

1  
2  
3  
4

**PART 2**  
**MINIMUM STANDARDS FOR**  
**SPECIALTY SHOP OPERATORS**

1     **A.     AIRCRAFT CHARTER AND AIR TAXI SERVICES**

2             1.     **Definition**

3                     An Aircraft Charter and Air Taxi Operator engages in the business of providing  
4     air transportation of persons or property to the general public for hire, either on a charter basis,  
5     or as an Air Taxi Commercial Operator (ATCO), as defined by the FAA.  
6

7             2.     **Minimum Standards**

8                     a.     **Land**

9  
10  
11                     The Operator shall lease from the City an area of not less than 43,560  
12     square feet (one acre) of land to provide space for: buildings and hangars; paved automobile  
13     parking; paved aircraft apron; a paved pedestrian walkway; and all storage, utilities and support  
14     facilities.  
15

16                     b.     **Hangars and Other Buildings**

17  
18                     The Operator shall lease or construct hangar facilities providing at least  
19     1,200 square feet of aircraft storage space with approved public restrooms.  
20

21                     c.     **Automobile Parking**

22                     At least 2,400 square feet of paved automobile parking providing at least  
23     six (6) parking spaces shall be provided by the Operator within its leasehold.

24                     d.     **Aircraft Apron**

25  
26                     At least 5,000 square feet of paved aircraft parking and storage area shall  
27     be provided by the Operator within its leasehold.  
28

29                     e.     **Taxiway Access**

30  
31                     The Operator shall provide paved access from its facilities to the Airport's  
32     existing or proposed taxiway system. Such taxiway access shall meet all applicable Airport and  
33     FAA standards for the largest aircraft type anticipated to use the Operator's facilities.  
34

1                   **NOTE:**       With the prior written permission of the City, the  
2 requirements of "a" through "e" above may be satisfied by a sublease of such space from an  
3 FBO at the Airport.  
4

5                   f.       Hours of Operation  
6

7                   The Operator shall have its facilities open and services available no less  
8 than eight (8) hours daily, five (5) days a week. Service shall be available at other times  
9 through an "on call", prior notice arrangement, answering service, or pager system. The  
10 Operator shall make provisions for someone to be in attendance in the office at all times during  
11 the required operating hours.  
12

13                   g.       Personnel  
14

15                   The Operator shall employ, and have on duty during the appropriate  
16 business hours, trained personnel in such numbers as may be required to meet the Minimum  
17 Standards set forth in a safe and efficient manner, but never less than one (1) person who holds  
18 current FAA commercial pilot certificates with appropriate ratings to permit the flight activity  
19 offered by the Operator. All flight crews shall be properly rated for the aircraft operated. The  
20 Operator shall provide reasonable assurance of a continued availability of qualified operating  
21 crews with a reasonable notice period. The Operator shall maintain, during all business hours,  
22 a responsible person in charge to supervise its operations on the Airport, and with the  
23 authorization to represent and act for and on behalf of the Operator.  
24

25                   h.       Aircraft  
26

27                   The Operator shall provide and have based upon its leasehold, either  
28 owned by or under exclusive written lease to Operator, not less than one (1) properly certificated  
29 aircraft. Aircraft shall be equipped for and capable of use under instrument conditions, be  
30 currently certificated and continuously airworthy. All aircraft must meet the requirements of  
31 the Air Taxi Commercial Operator certificate held by the Operator. Copies of any lease  
32 agreements for aircraft not owned by the Operator shall be provided to the City.  
33

34                   i.       Special Provisions  
35

36                   The Operator shall have a current FAA Part 135 Certificate or a  
37 provisional part 135 Certificate.  
38  
39

1                   j.       Insurance Coverage

2  
3                   All required insurance shall meet the requirements of these Minimum  
4 Standards.

5  
6  
7 **B.       SPECIALIZED COMMERCIAL FLYING SERVICES**

8  
9               1.       Definition

10  
11               a.       Specialized Commercial Flying Services Operator engages in air  
12 transportation for hire for the purposes of providing the use of aircraft for one or more of the  
13 activities including, but not limited to those listed below:

- 14  
15                   1.       Nonstop sightseeing flights that begin and end at the Airport;  
16                   2.       Aerial photography or survey;  
17                   3.       Power line or pipeline patrol;  
18                   4.       Fire fighting or fire patrol;  
19                   5.       Air ambulance service;  
20                   6.       Airborne mineral exploration;  
21                   7.       Any other operations specifically excluded from Part 135 of the  
22 Federal Aviation Regulations.

23  
24               2.       Minimum Standards

25  
26               a.       Land

27  
28                   The Operator shall lease from the City an area of not less than 43,560  
29 square feet (one acre) of land to provide space for: buildings and hangars; paved automobile  
30 parking; paved aircraft apron; a paved pedestrian walkway; and all storage, utilities and support  
31 facilities.

32  
33               b.       Hangars and Other Buildings

34  
35                   The Operator shall lease or construct hangar facilities providing at least  
36 1,200 square feet of aircraft storage space with approved public restrooms.

1                   c.    Automobile Parking

2                                 At least 2,400 square feet of paved automobile parking providing at least  
3 six (6) parking spaces shall be provided by the Operator within its leasehold.

4  
5                   d.    Aircraft Apron

6  
7                                 At least 5,000 square feet of paved aircraft parking and storage apron shall  
8 be provided by the Operator within its leasehold.

9  
10                   e.   Taxiway Access

11  
12                                The Operator shall provide paved access from its facilities to the Airport's  
13 existing or proposed taxiway system.

14 Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft  
15 type anticipated to use the Operator's facilities.

16  
17                                **NOTE:**       With the prior written permission of the City, the  
18 requirements of "a" through "e" above may be satisfied by a sublease of such space from an  
19 FBO at the Airport.

20  
21                   f.    Hours of Operation

22  
23                                The Operator shall have its facilities open and services available no less  
24 than eight (8) hours daily, five (5) days a week. The Operator shall make provisions for  
25 someone to be in attendance in the office at all times during the required operating hours, or  
26 shall have an answering service, pager system or other acceptable method for the public to  
27 contact the Operator.

28  
29                   g.    Personnel

30  
31                                The Operator shall employ, and have on duty during the appropriate  
32 business hours, trained personnel in such numbers as may be required to meet the Minimum  
33 Standards set forth in a safe and efficient manner, but never less than one (1) persons having a  
34 current commercial pilot certificates with appropriate ratings for the aircraft to be flown.  
35

1                   h.     Aircraft  
2

3                   The Operator shall provide and have based upon its leasehold, either  
4 owned by or under exclusive written lease to Operator, not less than one (1) properly certificated  
5 aircraft suitable equipped for, and meeting FAA requirements for the type of operation offered.  
6

7                   i.     Insurance Coverage  
8

9                   All required insurance shall meet the requirements of these Minimum  
10 Standards.  
11

12 **C.    AERIAL APPLICATIONS (CROP DUSTING) OR OTHER CHEMICAL**  
13 **APPLICATIONS**

14                   1.     Definition  
15

16                   An Aerial Application Operator engages in the crop dusting, agricultural spraying  
17 or other commercial use of chemicals with the use of specially equipped aircraft. Such an  
18 Operator shall hold an agricultural aircraft operator certificate issued by the FAA under Part  
19 137, and shall comply with the applicable requirements of any governmental regulatory agencies  
20 including, but not limited to EPA, DEP and county regulations.  
21  
22

23                   2.     Minimum Standards  
24

25                   a.     Land  
26

27                   The Operator shall lease from the City an area of not less than 43,560  
28 square feet (one acre) of land to provide space for: hangars and other buildings; paved  
29 automobile parking; paved aircraft apron; a paved pedestrian walkway; chemical loading,  
30 cleaning and servicing area; parking space for loading vehicles and equipment; storage, utilities  
31 and support facilities.  
32

33                   b.     Hangars and Other Buildings  
34

35                   The Operator shall lease or construct hangar facilities providing at least  
36 1,200 square feet of aircraft storage space and working area with approved public restrooms.  
37

1 c. Automobile Parking

2 At least 2,400 square feet of paved automobile parking providing at least  
3 six (6) parking spaces shall be provided by the Operator within its leasehold.  
4

5 d. Aircraft Apron

6  
7 At least 5,000 square feet of paved aircraft loading, cleaning, parking and  
8 storage apron shall be provided by the Operator within its leasehold. Such area shall be properly  
9 drained and meet all federal, state and county codes.  
10

11 e. Taxiway Access

12  
13 The Operator shall provide paved access from its facilities to the Airport's  
14 existing or proposed taxiway system. Such taxiway access shall meet all applicable Airport and  
15 FAA standards for the largest aircraft type anticipated to use the Operator's facilities.  
16

17 f. Hours of Operation

18  
19 The Operator shall be available "on call" twenty four (24) hours per day  
20 during the normal aerial application season.  
21

22 g. Personnel

23  
24 The Operator shall employ no less than one (1) person holding a current  
25 FAA commercial pilot certificate and properly rated for the aircraft to be used, and who meets  
26 the requirements of Part 137 of FAA Regulations and applicable regulations of the State.

27 h. Chemical Storage

28 The Operator shall provide a chemical storage area protected from public  
29 access if located on the Airport such that it will provide the greatest safeguard to the public.  
30 The Operator shall provide tank trucks for the handling of liquid spray and mixing liquids and  
31 shall provide adequate ground equipment for handling and loading of dusting materials. All  
32 aspects of the Operator's proposed operation must meet with the approval of environmental and  
33 governmental agencies. Due to potential hazard posed by the chemicals and corrosives used in  
34 agricultural spraying and aerial applications, Operator's leasehold must be utilized for that sole  
35 purpose, and may not be combined with a facility providing any other aviation service. The  
36 Operator shall conform to all Federal, State, County or other governmental agency laws,

1 ordinances or regulations applicable to the safety and environmental protection of services  
2 offered. The Operator shall be responsible for supplying waste disposal systems as mandated  
3 by all governmental agencies.

4 i. Insurance Coverage

5 All required insurance shall meet the requirements of these Minimum  
6 Standards.

7 **D. MULTIPLE SPECIALTY SERVICES**

8 1. Definition

9 A Multiple Services Specialty Operator engages in any two (2) or more of the  
10 Aeronautical Activities for which Minimum Standards have been provided in Sections "A"  
11 through "G". The sale of aviation fuels and lubricants and aircraft line services are not included  
12 in this category. These functions are reserved solely to full service Fixed Base Operators, as  
13 set forth in Part 3, paragraph A.

14 2. Minimum Standards

15 a. Land

16 The Operator shall lease from the City an area of not less than 43,560  
17 square feet (one acre) of land to provide space for: hangars and other buildings; paved  
18 automobile parking; paved aircraft apron; paved pedestrian walkways; and all storage, utilities  
19 and support facilities.

20 b. Hangars and Other Buildings

21 The Operator shall lease or construct hangar facilities providing at least  
22 2,400 square feet of aircraft storage space and working area, and at least 1,000 square feet of  
23 properly lighted, heated and air conditioned space for offices, workshops, public lounge, public  
24 restrooms, public telephones, storage and customer processing. If flight training is one of the  
25 multiple services offered, the Operator shall provide classroom and briefing room facilities in  
26 aforementioned buildings.

1           c.   Automobile Parking

2                           At least 4,000 square feet of paved automobile parking providing at least  
3 six (10) parking spaces shall be provided by the Operator within its leasehold.

4           d.   Aircraft Apron

5                           At least 15,000 square feet of paved aircraft parking apron shall be  
6 provided by the Operator within its leasehold.

7           e.   Taxiway Access

8                           The Operator shall provide paved access from its facilities to the Airport's  
9 existing or proposed taxiway system. Such taxiway access shall meet all applicable Airport and  
10 FAA standards for the largest aircraft type anticipated to use the Operator's facilities.

11          f.   Hours of Operation

12                          The Operator shall adhere to the hours of operation required elsewhere in  
13 these Minimum Standards for each aeronautical service being performed.

14          g.   Personnel

15                          The Operator shall employ and have on duty during the appropriate  
16 business hours, trained personnel in such numbers as are required to meet the Minimum  
17 Standards for each aeronautical service Operator is performing as hereinabove provided.  
18 Multiple responsibilities may be assigned to meet the personnel requirements for each  
19 aeronautical service being performed by the Operator.

20          h.   Aircraft

21                          The Operator shall comply with the aircraft requirements, including the  
22 equipment thereof, for each aeronautical service to be performed, however, multiple uses can  
23 be made of all aircraft except aircraft used for crop dusting, aerial application or other  
24 commercial use of chemicals. In order to meet these requirements, a minimum of two (2)  
25 aircraft must be owned or exclusively leased in writing and under the direct control of the  
26 Operator and based on the Operator's leasehold. Copies of any lease agreements shall be  
27 provided to the City.

1                   i.       Equipment

2                               The Operator shall provide the facilities, equipment and services required  
3 to meet the Minimum Standards as hereinbefore provided for each Aeronautical Activities the  
4 Operator is performing.

5                   j.       Insurance Coverage

6                               The Operator shall obtain, as a minimum, that insurance coverage which  
7 is equal to the highest single coverage requirement of all of the Aeronautical Activities being  
8 performed by the Operator. All required insurance shall meet the requirements of these  
9 Minimum Standards.

10   **E.        CONVERTED AERONAUTICAL SERVICES**

11           1.       Definition: Any of those Aeronautical Activities described in Subpart C of Part  
12 3 of these Minimum Standards which are not provided by all Fixed Base Operators at the  
13 Airport and are converted to Specialized Commerical Aeronautical Services as provided in Part  
14 4 of these Minimum Standards.

15           2.       Minimum Standards: The standards set forth in Sections 1-5 of Subpart C of Part  
16 3 of these Minimum Standards are the Minimum Standards for Converted Aeronautical Services  
17 and must be satisfied by any Applicant seeking to be an Operator of such services at the Airport.

1  
2  
3  
4

**PART 3**  
**MINIMUM STANDARDS FOR**  
**FIXED BASE OPERATORS**

1 **A. DEFINITION**

2  
3 **FIXED BASE OPERATOR ("FBO") - An Operator engaging in the following**  
4 **Aeronautical Activities:**

- 5
- 6 a. Aircraft fuel and oil sales and line services.
- 7 b. Aircraft parking and tie-down services.
- 8 c. Major airframe, powerplant and accessory repair services.
- 9 d. Flight training.
- 10 e. Aircraft sales and rental.

11  
12 Only a Fixed Base Operator may engage in the public business of sales and dispensing of  
13 aviation fuels and aircraft line servicing. The services described in c. - e. above may be  
14 provided within a reasonable time and pursuant to an appointment.

15  
16 **B. MINIMUM STANDARDS**

17  
18 **1. Land**

19  
20 The Operator shall lease from the City an area of not less than 43,560 square feet  
21 (one acre) of land to provide space for: hangars and other buildings; paved automobile parking;  
22 paved aircraft apron; paved pedestrian walkways; fuel farm storage facilities; and all storage,  
23 servicing utilities and support facilities.

24  
25 **2. Hangars and Other Buildings**

26  
27 The Operator shall lease or construct hangar facilities providing at least 4,000  
28 square feet of aircraft maintenance area and at least 1,000 square feet of properly lighted, heated  
29 and air conditioned space for offices, pilot lounge, public lounge and waiting room, pilot  
30 briefing room, classroom facilities for flight training activities. public restrooms and public  
31 telephones.

32  
33 **3. Aircraft Apron**

34  
35 At least 15,000 square feet of paved aircraft parking apron shall be provided by  
36 the Operator within its leasehold.

1           4.     Auto Parking  
2

3                     At least 4,000 square feet of paved automobile parking providing at least ten (10)  
4 parking spaces shall be provided by the Operator within its leasehold.  
5

6           5.     Taxiway Access  
7

8                     The Operator shall provide paved access from its facilities to the Airport's existing  
9 or proposed taxiway system. Such taxiway access shall meet all applicable Airport and FAA  
10 standards for the largest aircraft type anticipated to use the Operator's facilities.  
11

12          6.     Hours of Operation  
13

14                     The Operator shall provide aircraft fueling and line services seven days a week,  
15 and after hours on call. Limited operations allowed on holidays. No operations required on  
16 Christmas and Easter. Other hours as may be mutually agreed upon in writing by the City and  
17 Operator. Hours of operation for other required services shall meet the Minimum Standards for  
18 those specific Aeronautical Activities as set forth in Part 2 of these Minimum Standards.  
19

20          7.     Personnel  
21

22                     The Operator shall employ and have on duty during the required hours of  
23 operation, an adequate number of properly qualified and, where applicable, licensed personnel  
24 to provide level of service commensurate with public demand for the aeronautical services  
25 offered by Operator. The office shall be attended at all times while the facility is open for  
26 business. Cross-utilization of personnel between Aeronautical Activities performed will be  
27 permitted to the extent that personnel qualifications and licensing requirements are met, and  
28 providing that a minimum personnel complement is maintained as follows:  
29

30                     a.     A minimum of one (1) fully trained and qualified fuel service personnel  
31 shall be on duty at all times while the facility is open for business.  
32

33                     b.     At least one (1) similarly qualified fuel service employee shall be "on call"  
34 during all hours.  
35

36                     c.     All fuel service personnel shall be suitably uniformed with the name of the  
37 Operator thereon. Personnel for other required or offered Aeronautical Activities shall meet the  
38 Minimum Standards for these specific Aeronautical Activities as set forth in Part 2 of these  
39 Minimum Standards. The Operator shall maintain, at all times, a responsible person in charge

1 to supervise its operations on the Airport, and with the City to represent and act for and on  
2 behalf of the Operator.

3  
4 8. Aircraft

5  
6 The Operator shall comply with the aircraft requirements, including the equipment  
7 thereof, for each Aeronautical Activities to be performed, however, multiple uses can be made  
8 of all aircraft except aircraft used for crop dusting, aerial application or other commercial use  
9 of chemicals. In order to meet these requirements, a minimum of two (2) aircraft must be  
10 owned or exclusively leased in writing and under the direct control of the Operator. Copies of  
11 any lease agreements shall be provided to the City.

12  
13 9. Services Provided

14  
15 The Operator shall provide all Aeronautical Activities as outlined in Paragraph  
16 8"A" of this Article from its leasehold. The sale and dispensing of aviation fuels; line services;  
17 and open hangar rentals and aircraft storage shall be provided solely by the Operator. No  
18 subcontracting of these services shall be permitted.

19  
20 10. Aircraft Service Equipment

21  
22 As appropriate the Operator shall procure and maintain tools, jacks, tugs, towing  
23 equipment, tire repairing equipment, ground power units, emergency starting equipment,  
24 portable compressed air tanks, oxygen cart and supplies, fire extinguishers, mobile passenger  
25 stairs, chocks, ropes, tie-down supplies, crew and passenger courtesy transportation vehicles and  
26 a "Follow-Me" vehicle, for the servicing of aircraft types normally expected to use the Airport.  
27 The Operator shall also provide appropriate recovery services and equipment necessary to  
28 promptly remove disabled general aviation aircraft from the airfield of the largest type normally  
29 operating on the airport. All equipment shall be maintained and operated in accordance with  
30 Federal, State, local codes, Airport Rules and Regulations and Standard Operating Procedures  
31 (SOPs).

32  
33 11. Special Requirements for Aviation Fueling Activities

34  
35 a. Fuel Farm Storage Facilities

36  
37 Tank farm storage facilities for aviation fuels in the minimum capacity of  
38 at least 10,000 gallons of aviation gasoline shall be provided by Operator within its leased  
39 premises. Construction or alteration of the storage and distribution facilities shall be approved

1 by the City in writing, and shall meet all safety standards of the aviation fueling industry, be  
2 acceptable to the FAA, and subject to all Federal, State, County and City regulations. The  
3 appropriate governmental agencies may inspect these facilities from time to time to assure  
4 compliance with standards.  
5

6 b. Mobile and Fixed Dispensing Equipment  
7

8 The Operator may provide pumps for dispensing aviation fuels from fixed  
9 dispensers, and shall provide at least one (1) mobile dispensing truck for each type of fuel sold  
10 with a minimum capacity of 750 gallons. This equipment shall be approved by the City and  
11 shall meet all safety standards of the aviation fueling industry and the FAA. The metering  
12 devices must be inspected, checked and certified by appropriate state and local agencies. All  
13 equipment may be inspected by the appropriate governmental agencies from time to time to  
14 ensure compliance with standards.  
15

16 c. Safety Regulations  
17

18 The Operator shall enter into a fueling agreement with the City. This  
19 agreement provides, among other things, for the payment of fuel flowage fees and record  
20 keeping; product quality control; operating and maintenance standards; fueling personnel training  
21 and testing; and safety procedures and standards for fueling operations. Fuel-handling personnel  
22 must attend training courses satisfactory to the City and receive periodic refresher training. The  
23 Operator shall also develop and maintain an SOP for aviation fueling operations and provide a  
24 current copy to the City. The City and the FAA may periodically conduct inspections and  
25 surveillance of Operator's activities and personnel to determine adherence to safe practices.  
26

27 d. Line Services  
28

29 The Operator shall provide aircraft arrival guidance and lead in/lead out  
30 services; aircraft repositioning; on-airport courtesy transportation of passengers, crews and  
31 baggage; ground transportation and accommodation assistance; informational services to  
32 passengers and crews; monitoring of UNICOM frequency; "direct line" service to the nearest  
33 Flight Service Station; snack vending machines; emergency service to disabled aircraft on the  
34 Airport; and, if requested by the City, act as collection agent for the City with respect to tie  
35 down fees for aircraft utilizing public aircraft aprons.  
36

37 h. Equipment  
38

1                   The Operator shall provide the facilities, equipment and services required  
2 to meet the Minimum Standards as hereinbefore provided for each Aeronautical Activity the  
3 Operator is performing.

4  
5                   i.       Insurance Coverage

6  
7                   All required insurance shall meet the requirements of these Minimum  
8 Standards.

9       **C.     FIXED BASE OPERATOR PROVIDED SERVICES**

10       **1.     AIRCRAFT SALES**

11  
12           a.     Definition

13  
14                   An Operator engaged in the sale of new and/or used aircraft through franchises  
15 or licensed dealerships or distributorships (either on a rental or wholesale basis) of an aircraft  
16 manufacturer; and provides such repair services, and parts as necessary to meet any guarantee  
17 or warranty on aircraft sold.

18  
19           b.     Minimum Standards

20  
21                   (1)    Land

22  
23                   The Operator shall lease from the City an area of not less than 43,560  
24 square feet (one acre) of land to provide space for: storage and display of aircraft; paved  
25 automobile parking; paved aircraft apron; a paved pedestrian walkway; and all storage, utilities  
26 and support facilities.

27  
28                   (2)    Hangars and Other Buildings

29  
30                   The Operator shall lease or construct hangar facilities providing at least  
31 1,200 square feet of aircraft storage/display space, with approved public restrooms.

32                   (3)    Automobile Parking

33                   At least 2,400 square feet of paved automobile parking providing at least  
34 six (6) parking spaces shall be provided by the Operator within its leasehold.

1  
2 (4) Aircraft Apron  
3

4 At least 5,000 square feet of paved aircraft parking and storage area shall  
5 be provided by the Operator within its leasehold.  
6

7 (5) Taxiway Access  
8

9 The Operator shall provide paved access from its facilities to the Airport's  
10 existing or planned taxiway system. Such taxiway access shall meet all applicable Airport and  
11 FAA standards for the largest aircraft type anticipated to use the Operator's facility.  
12

13 **NOTE:** With the prior written permission of the City, the  
14 requirements of (1) through (5) above may be satisfied by a sublease of such facilities from an  
15 FBO at the Airport.

16  
17 (6) Services Provided  
18

19 The Operator shall provide necessary and satisfactory arrangements for  
20 repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty  
21 period. The Operator shall provide an adequate inventory of spare parts for the type of new  
22 aircraft for which sales privileges were granted. Servicing facilities may be provided through  
23 written agreement with a repair shop Operator at the Airport which specializes in the make of  
24 aircraft sold.  
25

26 (7) Licenses and/or Certifications  
27

28 New aircraft dealers shall hold an authorized factory sales or distributor  
29 franchise or sub-dealership. An Operator engaged in the sale of used aircraft must conform to  
30 the provisions of FAA Regulations, Part 47, Subpart C, and must possess a valid "Dealers  
31 Aircraft Registration Certificate", FAA Form 8050. All aircraft dealers shall hold applicable  
32 licenses or permits that may be required by any law or regulation.  
33

34 (8) New Aircraft  
35

36 A dealer of new aircraft shall have available or on call at least one (1)  
37 current model demonstrator of aircraft in its authorized product line. A new aircraft dealer shall

1 provide for demonstration of additional models of the manufacturer for which a dealership is  
2 held.

3  
4 (9) Hours of Operation

5  
6 The Operator shall have its premises open and services available no less  
7 than eight (8) hours daily, five (5) days a week. The Operator shall make provision for someone  
8 to be in attendance in the office at all times during the required operating hours.

9 (10) Personnel

10 The Operator shall employ, and have on duty during the appropriate  
11 business hours, trained personnel in such numbers as are required to meet the Minimum  
12 Standards set forth in an efficient manner, but never less than one (1) person having a current  
13 commercial pilot certificate with ratings appropriate for the aircraft to be demonstrated. The  
14 Operator shall maintain during all business hours, a responsible person in charge to supervise  
15 the operations in the leased area and with authorization to represent and act for and on behalf  
16 of the Operator, and provide check ride pilots for aircraft sold.

17 (11) Insurance Coverage

18 All required insurance shall meet the requirements of these Minimum  
19 Standards.

20 **2. AIRCRAFT AIRFRAME, ENGINE AND ACCESSORY MAINTENANCE AND**  
21 **REPAIR SERVICES**

22 a. Statement of Concept

23 An aircraft airframe, power plant and accessory maintenance and repair Operator  
24 provides one or a combination of airframe, power plant and accessory overhaul and repair  
25 services on aircraft up to and including business jet aircraft and helicopters. This category shall  
26 also include the sale of aircraft parts and accessories, but such is not an exclusive right.

27 b. Minimum Standards

28 (1) Land

1                   The Operator shall lease from the City an area of not less than 43,560  
2 square feet (one acre) of land to provide space for hangars and other public buildings; paved  
3 automobile parking; paved aircraft apron; a paved pedestrian walkway; and all storage, utilities  
4 and support facilities.

5                   (2)     Hangars and Other Buildings

6                   The Operator shall lease or construct hangar facilities providing at least  
7 1,200 square feet of aircraft maintenance area with approved public restrooms. Aircraft painting  
8 areas, if provided, shall be segregated from all other areas.

9                   (3)     Automobile Parking

10                  At least 2,400 square feet of paved automobile parking providing at least  
11 six (6) parking spaces shall be provided by the Operator within its leasehold.

12                  (4)     Aircraft Apron

13  
14                  At least 5,000 square feet of paved aircraft parking and storage area shall  
15 be provided by the Operator within its leasehold.

16                  (5)     Taxiway Access

17                  The Operator shall provide paved access from its facilities to the Airport's  
18 existing and proposed taxiway system. Such taxiway access shall meet all applicable Airport  
19 and FAA standards for the largest aircraft type anticipated to use the Operator's facility.

20                  **NOTE:**       With the prior written permission of the City, the requirements of  
21 (1) through (5) above may be satisfied by a sublease of such space from an FBO at the Airport.

22                  (6)     Services Provided

23                  The Operator shall provide sufficient shop space, equipment, supplies and  
24 availability of parts equivalent to that required for certification by the FAA as an approved  
25 repair station.

26                  (7)     Hours of Operation

1                   The Operator shall have its facilities open and services available, no less  
2 than eight (8) hours daily, five (5) days per week. The Operator shall make provision for  
3 someone to be in attendance in the offices at all times during the required operating hours. The  
4 Operator shall provide for mechanical services during off hours, nights and holidays, through  
5 an "on call" system, answering service or pager.

6                   (8)    Personnel

7                   The Operator shall employ, and have on duty during the appropriate  
8 business hours, trained personnel in such numbers as are required to meet the Minimum  
9 Standards set forth in a safe and efficient manner, but never less than one (1) person currently  
10 certified by the FAA with ratings appropriate to the work being performed, and who holds an  
11 airframe, power plant or an aircraft inspector rating. The Operator shall maintain during all  
12 business hours, a responsible person in charge to supervise its operations on the Airport  
13 authorized to represent and act for and on behalf of the Operator.

14                   (9)    Safety Precautions

15                   The Operator shall conduct all maintenance operations in accordance with  
16 applicable Airport Rules and Regulations; National Fire Protection Association and other  
17 applicable governmental safety regulations. No major maintenance operations or business  
18 activities shall be permitted at any time inside "T-hangars" or other structures not designated for  
19 such functions.

20                   (10)   Insurance Coverage

21                   All required insurance shall meet the requirements of these Minimum  
22 Standards.

23    **3.    AIRCRAFT LEASE AND/OR RENTAL SERVICES**

24                   a.    Definition

25                   An aircraft lease or rental Operator engages in the lease or rental of aircraft to  
26 the public.

27                   b.    Minimum Standards

1                   (1)     The Operator shall lease from the City an area of not less than 43,560  
2 square feet (one acre) of land to provide space for: Hangars and other buildings; paved  
3 automobile parking; paved aircraft apron; a paved pedestrian walkway; and all storage, utilities  
4 and support facilities.

5                   (2)     Hangars and Other Buildings

6                   The Operator shall lease or construct hangar facilities providing at least  
7 1,200 square feet of aircraft storage with approved public restrooms.

8                   (3)     Automobile Parking

9                   At least 2,400 square feet of paved automobile parking providing at least  
10 six (6) parking spaces shall be provided by the Operator within its leasehold.

11                  (4)     Aircraft Apron

12                  At least 5,000 square feet of paved aircraft parking and storage area shall  
13 be provided by the Operator within its leasehold.

14                  (5)     Taxiway Access

15                  The Operator shall provide paved access from its facilities to the Airport's  
16 existing and proposed taxiway system. Such taxiway access shall meet all applicable Airport  
17 and FAA standards for the largest aircraft type anticipated to use the Operator's facility.  
18

19                  NOTE:     With the prior written permission of the City, the  
20 requirements of (1) through (5) above may be satisfied by a sublease of such space from an FBO  
21 at the Airport.

22                  (6)     Hours of Operation

23                  The Operator shall have its facilities open, services available no less than  
24 eight (8) hours daily, five (5) days a week. The Operator shall make provision for someone to  
25 be in attendance in the office at all times during the required operating hours. The Operator  
26 shall also provide for "on call" services during off hours.

27                  (7)     Personnel

1                   The Operator shall employ and have on duty during the required operating  
2 hours, a minimum of one (1) person having a current FAA commercial pilot certificate with  
3 appropriate ratings, including instructor rating. The Operator shall maintain, during all business  
4 hours, a responsible person in charge to supervise its operations on the Airport, and authorized  
5 to represent and act for and on behalf of the Operator.

6                   (8)     Aircraft

7                   The Operator shall have available for rental, either owned or under  
8 exclusive written lease to Operator, a sufficient number of aircraft to handle the proposed scope  
9 of its operation, but not less than two (2) certified and airworthy aircraft, at least one (1) aircraft  
10 shall be equipped for and capable of flight under instrument weather conditions. All aircraft  
11 shall meet the relevant requirements of Part 135 of the FAA regulations. Copies of any lease  
12 agreements for aircraft not owned by the Operator shall be provided to the City.

13                   (9)     Insurance Coverage

14                   All required insurance shall meet the requirements of these Minimum  
15 Standards.

16     **4.     FLIGHT TRAINING**

17             a.     Statement of Concept

18                   A flight training Operator engages in instructing pilots in dual and solo flight  
19 training, in fixed or rotary wing aircraft, and provides such related ground school instruction as  
20 is necessary preparatory to taking a written examination and flight check ride for the category  
21 or categories of pilot's licenses and ratings involved.

22             b.     Minimum Standards

23                   (1)     Land

24                   The Operator shall lease from the City an area of not less than 43,560  
25 square feet (one acre) of land to provide space for: storage and display of aircraft; paved  
26 automobile parking; paved aircraft apron; a paved pedestrian walkway; and all storage, utilities  
27 and support facilities.

1                   (2)    Hangars and Other Buildings

2                                The Operator shall lease or construct hangar facilities providing at least  
3 1,200 square feet of aircraft storage with approved public restrooms.

4                   (3)    Automobile Parking

5                                At least 2,400 square feet of paved automobile parking providing at least  
6 six (6) parking spaces shall be provided by the Operator within its leasehold.

7                   (4)    Aircraft Apron

8                                At least 5,000 square feet of paved aircraft parking and storage area shall  
9 be provided by the Operator within its leasehold.

10                  (5)    Taxiway Access

11                               The Operator shall provide paved access from its facilities to the Airport's  
12 existing and proposed taxiway system. Such taxiway access shall meet all applicable Airport  
13 and FAA standards for the largest aircraft type anticipated to use the Operator's facility.

14                               **NOTE:**     With the prior written permission of the City, the  
15 requirements of (1) through (5) above may be satisfied by a sublease of such facilities from an  
16 FBO at the Airport.

17                  (6)    Hours of Operation

18                               Weather permitting, the Operator shall have its facilities open and services  
19 available no less than eight (8) hours daily, five (5) days per week. The Operator shall make  
20 provisions for someone to be in attendance in the office at all times during the required operating  
21 hours. The Operator shall provide for "on call" services during off hours.

22                  (7)    Personnel

23                               The Operator shall employ, on a full-time basis, at least one (1) flight  
24 instructor who is properly certificated by the FAA to provide the type of training desired. The  
25 Operator shall also provide at least one (1) current, properly certificated flight instructor who  
26 is available on call on a part-time basis. The Operator's facility shall be certificated by the FAA  
27 as a pilot school. The Operator shall maintain, during all business hours, a responsible person

1 in charge to supervise its operations on the Airport, and authorized to represent and act for and  
2 on behalf of the Operator.

3 (8) Aircraft

4 The Operator shall have available for use in flight training, either owned  
5 or under exclusive written lease to Operator, not less than two (2) properly certificated aircraft.  
6 One (1) of the required aircraft must be equipped for and capable of use in instrument flight  
7 instruction. Copies of any lease agreements for aircraft not owned by Operator shall be  
8 provided to the City.

9 (9) Equipment and Facilities

10 The Operator shall provide classroom facilities for at least ten (10)  
11 students, and be equipped with adequate mock-ups, pictures, slides, film strips, movies, video  
12 tapes or other visual and effective ground school instruction. All materials, supplies and training  
13 methods must meet FAA requirements for the type of training offered. The Operator shall  
14 maintain a current or provisional FAA 141 Certificate.

15  
16  
17 (10) Insurance Coverage

18 All required insurance shall meet the requirements of these Minimum  
19 Standards.  
20  
21  
22

23 **5. SPECIAL AIRCRAFT REPAIR SERVICES (RADIOS, INSTRUMENTS,**  
24 **PROPELLERS, PAINTING, UPHOLSTERY, ACCESSORIES, ETC.)**

25  
26 a. Definition

27  
28 A Specialized Aircraft Repair Service Operator engages in the business of, and  
29 provides a shop for, the repair of aircraft radios, avionics, instruments, propellers, accessories,  
30 painting, upholstery and similar aircraft components and support services. This category of  
31 Operator also includes the sale of new and/or used components of the above nature, but such is  
32 not an exclusive right. The Operator shall obtain and maintain all appropriate repair shop  
33 certificates and ratings issued by the FAA. The Operator may furnish one or any combination  
34 of the above services. This activity may be provided by an Operator at the Airport as a single

1 Aeronautical Activity only if a Fixed Base Operator is not providing the repair of aircraft radios,  
2 avionics, instruments, propellers, accessories, painting, upholstery and similar aircraft  
3 components and support services at the time it is initiated as a single Aeronautical Activity by  
4 the Operator.

5  
6       **b.       Minimum Standards**

7  
8               **(1)     Land**

9  
10                   The Operator shall lease from the City an area of not less than 43,560  
11 square feet (one acre) of land to provide space for: buildings and hangars; paved automobile  
12 parking; paved aircraft apron; a paved pedestrian walkway; and all storage, utilities and support  
13 facilities.

14  
15               **(2)     Hangars and Other Buildings**

16  
17                   The Operator shall lease or construct hangar facilities providing at least  
18 1,200 square feet of aircraft storage and working area with approved public restrooms.

19  
20               **(3)     Automobile Parking**

21                   At least 2,400 square feet of paved automobile parking providing at least  
22 six (6) parking spaces shall be provided by the Operator within its leasehold.

23  
24               **(4)     Aircraft Apron**

25  
26                   At least 5,000 square feet of paved aircraft parking and storage area shall  
27 be provided by the Operator within its leasehold.

28  
29               **(5)     Taxiway Access**

30  
31                   The Operator shall provide paved access from its facilities to the Airport's  
32 existing and proposed taxiway system. Such taxiway access shall meet all applicable Airport  
33 and FAA standards for the largest aircraft type anticipated to use the Operator's facilities.

34  
35                   **NOTE:**       With the prior written permission of the City, the  
36 requirements of (1) through (5) above may be satisfied by a sublease of such space from an FBO  
37 at the Airport.

1 (6) Hours of Operation  
2

3 The Operator shall have its facilities open and services available, no less  
4 than eight (8) hours daily, five (5) days per week. The Operator shall make provisions for  
5 someone to be in attendance in the offices at all times during the required operating hours. The  
6 Operator shall provide for mechanical services during off hours, nights and holidays, through  
7 an "on call" system, answering service or pager.  
8

9 (7) Personnel  
10

11 The Operator shall employ, and have on duty during the appropriate  
12 business hours, trained personnel in such numbers as are required to meet the Minimum  
13 Standards set forth in a safe and efficient manner, but never less than one (1) person currently  
14 certified by the FAA with ratings for radio avionics, instrument or propeller repair. The  
15 Operator shall maintain during all business hours, a responsible person in charge to supervise  
16 its operations on the Airport and with the authorization to represent and act for and on behalf  
17 of the Operator.  
18

19 (8) Equipment  
20

21 The Operator shall provide all equipment necessary to the proper  
22 performance of installation and maintenance services in accordance with applicable FAA and  
23 Federal Communications Commission regulations and manufacturers specifications.  
24

25 (9) Safety Precautions  
26

27 The Operator shall conduct all maintenance operations in accordance with  
28 applicable Airport Rules and Regulations; National Fire Protection Association, County fire,  
29 electrical, building and zoning codes; and other applicable governmental safety regulations. No  
30 major maintenance operations or business activities shall be permitted at any time inside  
31 "T-hangars" or other structures not designated for such functions.  
32

33 (10) Insurance Coverage  
34

35 All required insurance shall meet the requirements of these Minimum  
36 Standards.  
37

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**PART 4**  
**APPLICABILITY OF MINIMUM**  
**STANDARDS TO CURRENT**  
**OPERATORS**

**HOLLAND & KNIGHT DRAFT**  
**January 29, 1998**

1 These Minimum Standards shall not apply to Operators at the Airport which have a current,  
2 valid lease and/or use agreement with the City on the effective date of this Article. However,  
3 these Minimum Standards shall apply after any lease and/or agreement with the City expires or  
4 is terminated or if the Operator wishes to modify, delete, increase or expand its services. This  
5 provision, however, shall not pertain to subtenants of a primary FBO unless such subtenants  
6 were to relocate to City leasable property. For new Operators, the pertinent Minimum Standards  
7 for such Operator shall be predicated upon the nature of its initial business venture. If, at a later  
8 date, the business is expanded to encompass new and additional types of Aeronautical Activities,  
9 then, in such event, the Minimum Standards established for these additional activities shall  
10 immediately apply. The Fixed Base Operator Services described in Subpart C of Part 3 of these  
11 Minimum Standards shall apply to and be provided by all Fixed Base Operators at the Airport,  
12 but in the event any such service is not provided by all Fixed Base Operators at the Airport at  
13 any time then that service shall automatically without any further action being taken by the City  
14 or any Operator be converted to a Specialized Commercial Aeronautical Activity and may be  
15 provided by an Specialty Shop Operator ("SSO") satisfying the minimum standards for that  
16 service as set forth in Subpart C of Part 3 of these Minimum Standards.

*Arcadia Municipal Airport*  
*Commercial Aeronautical Activities*  
*Minimum Standards*

1  
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**PART 5**

**MINIMUM STANDARDS FOR  
OPERATORS SUBLEASING  
FROM ANOTHER COMMERCIAL  
OPERATOR ON THE AIRPORT**

1 In the event of an Operator desiring to sublease space to another company to provide one or  
2 more commercial aeronautical services and activities, the following conditions shall apply:  
3

4 A. Prior to finalizing an agreement, the Operator and proposed sublessee shall obtain  
5 the written approval of the City for the sublease and the type of business and service to be  
6 offered by the sublessee Operator.  
7

8 B. The sublessee Operator shall meet all of the Minimum Standards established by  
9 the City for the category or categories of services to be furnished. The Minimum Standards may  
10 be met in combination between the lessee Operator and the sublessee Operator. The sublease  
11 agreement shall specifically define those services to be provided by the Operator to the sublessee  
12 that shall be used to meet the Minimum Standards.  
13

14 C. The sublessee Operator shall enter into an Agreement with the FBO. Such  
15 agreement shall be appropriate to the particular type of services to be provided by the sublessee  
16 Operator. The Agreement shall provide for payment by the sublessee Operator of Airport Use  
17 Fees to the City through the FBO, pertinent to the types of services offered through the FBO,  
18

19 D. The sublessee Operator shall provide evidence of minimum insurance coverages  
20 required by the City for the categories of service to be offered.  
21

22 E. The lessee Operator may be required to pay the City additional fees, which will  
23 be negotiated, based upon the extent that the lessee's premises are to be subleased and the types  
24 of services that the sublessee Operator proposes to furnish instead of being furnished by the  
25 lessee Operator.

ORL-161471.5\707\35392-4  
January 29, 1998



**CITY OF ARCADIA  
FUTURE LAND USE AND ZONING AMENDMENT  
OVERVIEW REPORT  
JANUARY 17, 2012**

---

**TO:** CITY OF ARCADIA CITY COUNCIL

**SUBJECT:** CITY OF ARCADIA 2012 EVALUATION AND APPRAISAL REPORT

**REQUEST:** The City Staff requests approval of the attached letter to send to the Florida Department of Economic Opportunity consistent with Section 163.3191 of Florida Statutes. This letter serves as a review of the Comprehensive Plan.

Section 163.3919 of Florida Statutes is provided below for reference.

**163.3191 Evaluation and appraisal of comprehensive plan.—**

- (1) At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination.
- (2) If the local government determines amendments to its comprehensive plan are necessary to reflect changes in state requirements, the local government shall prepare and transmit within 1 year such plan amendment or amendments for review pursuant to s. 163.3184.
- (3) Local governments are encouraged to comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions. Plan amendments transmitted pursuant to this section shall be reviewed in accordance with s. 163.3184.
- (4) If a local government fails to submit its letter prescribed by subsection (1) or update its plan pursuant to subsection (2), it may not amend its comprehensive plan until such time as it complies with this section.
- (5) The state land planning agency may not adopt rules to implement this section, other than procedural rules or a schedule indicating when local governments must comply with the requirements of this section.



January 17, 2012

Mr. D. Ray Eubanks, Administrator  
Plan Review and Processing  
Florida Department of Economic Opportunity  
The Caldwell Building  
107 E. Madison Street – MSC 160  
Tallahassee, Florida 32399-4120

**RE: City of Arcadia 2012 Evaluation and Appraisal Report (EAR)**

Dear Mr. Eubanks:

The purpose of this letter is to serve as the City of Arcadia's 2012 Evaluation and Appraisal Report of its Comprehensive Plan consistent with Section 163.3191, Florida Statutes. It is important to note that the City completed an EAR of its Comprehensive Plan in 2009. Subsequent to approval of that EAR, the City has drafted updates to its Comprehensive Plan. Those amendments have been transmitted to the Department of Economic Opportunity and are under review. Those amendments include but are not limited to the following:

- The addition of a new Public School Facilities Element.
- Updates to the Future Land Use, Transportation, Infrastructure, and Recreation and Open Space Map series.
- Updates to policies to provide for a better range of residential and commercial uses and for the promotion of economic development.
- Updates to policies to provide for business expansion and economic development.
- The addition of policies to provide policies promoting infill development and redevelopment.
- Updates to policies in the Housing Element to recognize "extremely-low income persons" as another income group.

In addition, the City is currently working on its 10 Year Water Supply Facilities Work Plan. The Southwest Florida Water Management District adopted its updated Water Supply Plan in July of 2011. The City acknowledges that it required to adopt a 10 Year Water Supply Facilities Plan and related policies by December 2012. The City is currently in the process of completing this work.

To address changes in the 2011 Growth Management Legislation, the City will amend the Comprehensive Plan to remove all references to 9J-5 of the Florida Administrative Code.

The City also acknowledges that if it continues to implement transportation concurrency, the Comprehensive Plan must be amended to meet the requirements of Section 163.3180(5)(h) of Florida Statutes.

Sincerely,

Jennifer Codo-Salisbury, MPA, AICP  
Planning Director

**RESOLUTION NO. 2012-01****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, REGARDING ATTENDANCE OF COUNCIL MEMBERS AT COUNCIL MEETINGS.**

**WHEREAS**, Sections 15 and 16 of the Charter of the City of Arcadia set forth certain requirements regarding attendance of Council members at meetings of the City Council and regarding the forfeiture of the office of councilman in the event a Council member is absent and not excused from three (3) consecutive meetings of the Council; and

**WHEREAS**, the City Council wishes to establish standard procedures for addressing attendance of Council members at meetings of the City Council and for handling excusals and forfeitures of office.

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

**Section 1. Planned Absences.** Any member of the City Council who will be absent from a meeting of the Council shall notify the City Recorder at the earliest possible date of the planned absence and the reason for such planned absence. Such notice may be given by the Council member's authorized agent.

**Section 2. Unplanned Absences.** In the event a member of City Council is unable to attend a meeting of the Council and was unable to notify the City Recorder in advance of the absence, the member of the City Council shall notify the City Recorder as soon as possible following the meeting from which the absence occurred, but in no event later than the start of the next regularly scheduled meeting of the City Council, of the reason for such unplanned absence. Such notice may be given by the Council member's authorized agent.

**Section 3. Excusals.** At the start of each meeting, the City Recorder shall inform the Council members in attendance of any information provided to him/her pursuant to Sections 1 or 2 above. At that time, the Council may by motion excuse or deny the excusal of the absence of a Council member from the current meeting (in the case of a planned absence) or from the immediately preceding meeting (in the case of an unplanned absence). Should the Council take no action, the absence shall be deemed not excused.

**Section 4. Unexcused Absences and Forfeiture of Office.** Pursuant to Section 15 of the City Charter, any Council member absent from three consecutive meetings of the Council without being excused shall forfeit his/her office. Following the second consecutive meeting at which a Council member is absent without being excused, the City Recorder shall send written warning to the Council member in question and shall request that the Council member attend the next meeting or provide a reason for the absence. At the third consecutive meeting at which a Council member is absent without being excused, the Council shall determine a date and time certain when the Council will review the issue of the absentee Council member's possible forfeiture of office. Following such third consecutive meeting, the City Recorder shall send

written notice to the Council member in question of the date and time that the Council will take up the issue of his/her forfeiture office and shall request that the Council member attend such meeting or provide a reason for his/her absence. Unless the Council member attends such meeting or provides a reason for the third absence pursuant to Section 2 above, the Council shall deem the office forfeited as of the date of such meeting and shall commence the procedures to fill the vacant Council seat. For purposes of filling such vacancy, the first meeting at which the Council may appoint a qualified person to fill the vacancy in accordance with Section 15 of the Charter shall be the next regular meeting of the Council.

**Section 5. Definitions.** For purposes of this Resolution, meetings of the Council shall include regularly scheduled meetings and workshops as well as any workshops or meetings specially scheduled by the Mayor, the Council, or the City Administrator. An absence shall be specific to a given date and not to a specific meeting (i.e., if a Council member is excused from one meeting on a date, he/she is excused from all meetings on that date; if a Council member is not excused from the meetings on a given date, it shall be counted as one unexcused absence).

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption. Any absences of any Council member predating the approval of this resolution are hereby deemed excused.

**PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA,** with a quorum present and voting this \_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF ARCADIA, FLORIDA**

By: \_\_\_\_\_  
**Keith Keene, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Virginia Haas**  
**City Recorder**

\_\_\_\_\_  
**William S. Galvano**  
**City Attorney**

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**ORDINANCE NO 968**

**AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF ARCADIA, FLORIDA FOR PROPERTIES LOCATED AT 122 AND 126 NORTH HILLSBOROUGH AVENUE (PARCEL NUMBERS 25-37-24-0012-0200-0090 AND 25-37-24-0012-0200-0080) FROM THE FUTURE LAND USE OF LOW DENSITY RESIDENTIAL TO PUBLIC BUILDINGS AND GROUNDS; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and mandates the City of Arcadia, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

**WHEREAS**, pursuant to Section 163.3187, Florida Statutes, the City Council held meetings and hearings on Future Land Use Map Amendment as shown in Exhibit "A", with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

**WHEREAS**, in exercise of its authority the City Council has determined it necessary to adopt this Map Amendment to the Comprehensive Plan, which is marked as Exhibit "A" and attached and made a part hereof, to ensure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Arcadia; and

**NOW, THEREFORE BE IT ORDAINED** that the City Council of the City of Arcadia, Florida, amends the Comprehensive Plan in the following specific manner: the Future Land Use Map is amended to show the parcels located at 122 North Hillsborough Avenue (Parcel Number 25-37-24-0012-0200-0090) and 126 North Hillsborough Avenue (Parcel Number 25-37-24-0012-0200-0080) in the City of Arcadia, with a cumulative total of ±0.56 acres, as "Public Buildings and Grounds" as shown in Exhibit "A".

**Severability:** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Certified Copy:** A certified copy of this enacting ordinance and certified copy of the City of Arcadia Comprehensive Plan shall be located in the Office of the City Clerk of Arcadia. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Ordinance Codified:** This Ordinance shall be codified in the Code of Ordinances of the City of Arcadia, Florida.

**Effective Date:** This plan amendment shall be effective in accordance with Section 163.3187(5)(c), Florida Statutes.

**INTRODUCED AND PASSED** on First Reading the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the City Council of Arcadia, Florida, this \_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF ARCADIA, FLORIDA**

\_\_\_\_\_  
**Keith Keene, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Virginia S. Haas, City Recorder**

**Approved as to form:**

\_\_\_\_\_  
**William Galvano, City Attorney**

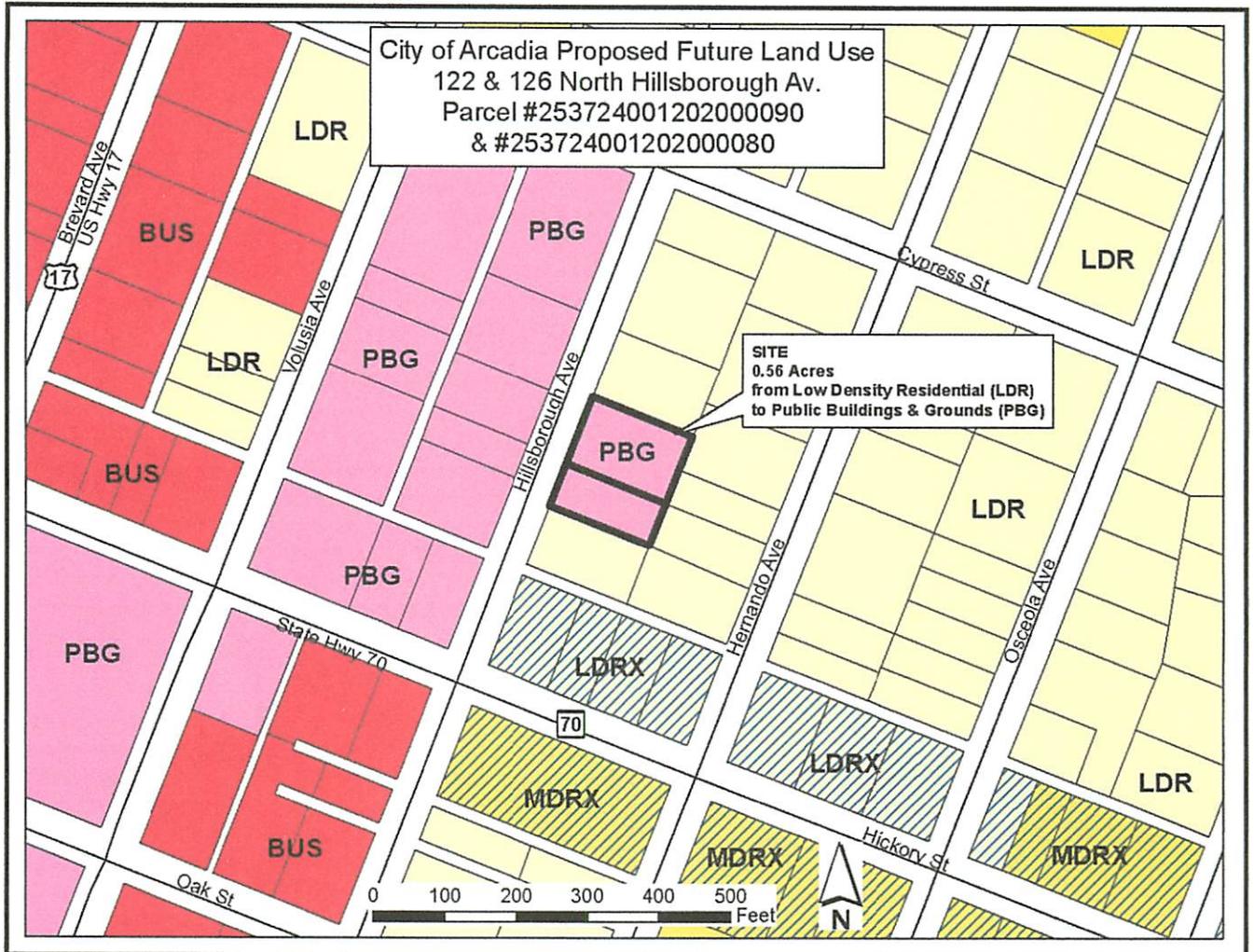
**Motion made by** \_\_\_\_\_ **seconded by** \_\_\_\_\_.

**The vote was** \_\_\_ **for** \_\_\_ **against with** \_\_\_ **abstentions and** \_\_\_ **absent**

ORDINANCE NO. 968

EXHIBIT "A"

Future Land Use Map





**CITY OF ARCADIA  
FUTURE LAND USE AND ZONING AMENDMENT  
OVERVIEW REPORT  
JANUARY 17, 2012**

---

**TO:** CITY OF ARCADIA CITY COUNCIL

**SUBJECT: Ordinance 968: Request to amend the Future Land Use for two adjoining properties consisting of approximately 0.56 acres from Low Density Residential (LDR) to Public Buildings and Grounds (PBG) located at 122 North Hillsborough Avenue and 126 North Hillsborough Avenue in Arcadia, Florida**

**PLANNING AND ZONING BOARD ACTION:**

On January 10, 2012, the City of Arcadia Planning and Zoning Board held a public hearing on the Small Scale Future Land Use Map Amendment and unanimously voted to forward the amendments to the City Council with a recommendation for approval.

**ATTACHMENTS:**

Attached for the review of the Planning and Zoning Board include:

- Overview
- Aerial Map
- Existing Future Land Use Map
- Proposed Future Land Use Map

**OVERVIEW:**

<b>APPLICANT</b>	DeSoto County Board Of County Commissioners
<b>PROPERTY OWNER</b>	DeSoto County Board Of County Commissioners
<b>ACREAGE</b>	±0.56 ACRES
<b>STRAP NUMBERS</b>	253724001202000090 (122 N. Hillsborough Ave.) 253724001202000080 (126 N. Hillsborough Ave.)
<b>PREVIOUS HEARINGS</b>	None
<b>EXISTING FUTURE LAND USE</b>	Low Density Residential
<b>PROPOSED FUTURE LAND USE</b>	Public Buildings and Grounds

**BACKGROUND:**

DeSoto County (applicant) is requesting a Future Land Use Map amendment for two adjoining properties consisting of approximately 0.56 acres from a Future Land Use designation of Low Density Residential (LDR) to a Future Land Use designation of Public Buildings and Grounds (PBG) located at 122 North Hillsborough Avenue and 126 North Hillsborough Avenue in Arcadia, Florida.

The Future Land Use Element of the Comprehensive Plan of the City of Arcadia includes the following descriptions for Low Density Residential and Public Buildings and Grounds classifications:

Policy 1.3: The Low Density Residential designation shall meet Arcadia's housing demands for this range of density, promote efficient use of infrastructure, protect existing single family neighborhoods and promote compatible land uses. Single family detached housing units are permissible to a maximum density of 6 units per gross acre; and schools are permitted in this classification. Development of areas designated as wetlands are restricted to only residential development at not more than 1 dwelling unit per 5 acres, and provided all requirements of Policy 3.1 of the Conservation Element are met.

Policy 1.9: The Public Buildings and Grounds designation shall be accessible to all citizens, be compatible with adjacent land uses and the environment, and promote the efficient use of infrastructure. Compatible public land uses are permissible within all land use designations. The floor area ratio for public buildings shall not exceed 2.0. Schools are permitted in this classification.

The property is located just to north of State Highway 70 on Hillsborough Avenue (Attached Aerial Photo Aerial Map). The subject properties are owned by DeSoto County and are currently used

for municipal purposes. The surrounding area includes residential, professional, and business development (Attached Current Future Land Use Map.). The Future Land Use of the properties adjacent to the subject properties is as follows:

<b>Northwest</b>	<b>North</b>	<b>Northeast</b>
<b>FLU:</b> PBG (Public Buildings & Grounds)	<b>FLU:</b> LDR (Low Density Residential)	<b>FLU:</b> LDR (Low Density Residential)
<b>West</b>	<b>Subject Properties</b>	<b>East</b>
<b>FLU:</b> PBG (Public Buildings & Grounds)	<b>FLU:</b> <u>Existing:</u> LDR (Low Density Residential)  <u>Proposed:</u> PBG (Public Buildings & Grounds)	<b>FLU:</b> LDR (Low Density Residential)
<b>Southwest</b>	<b>South</b>	<b>Southeast</b>
<b>FLU:</b> PBG (Public Buildings & Grounds)	<b>FLU:</b> LDR (Low Density Residential)	<b>FLU:</b> LDR (Low Density Residential)

**REASON FOR REQUEST:**

The applicant’s request for change in Future Land Use is to coordinate the existing and future land uses of the subject properties with proposed future zoning classifications. The proposed Future Land Use designation of Public Buildings and Grounds will be compatible with the surrounding land uses.

**ANALYSIS:**

The Future Land Use amendment is **consistent** with the City of Arcadia Comprehensive Plan.

**PUBLIC FACILITIES AND SERVICES ANALYSIS:**

The proposed change in Future Land Use does not demonstrate any negative impact on the City’s public facilities.

***Potable Water:***

City water is already available and utilized on both properties.

***Sanitary Sewer:***

Disposal of waste water for both properties is facilitated through the City’s sewer system.

**Solid Waste:**

The site is currently serviced by the City of Arcadia waste system. The solid waste system is operating above the established level of service standard for solid waste.

**Traffic/Transportation:**

Both properties are accessed by Hillsborough Avenue. No negative traffic or transportation impacts are anticipated.

**Recreation:**

There will be no recreation impacts as the properties are not undergoing any residential development activities

**School Impacts:**

There will be no school impacts as the properties are not undergoing any residential development activities

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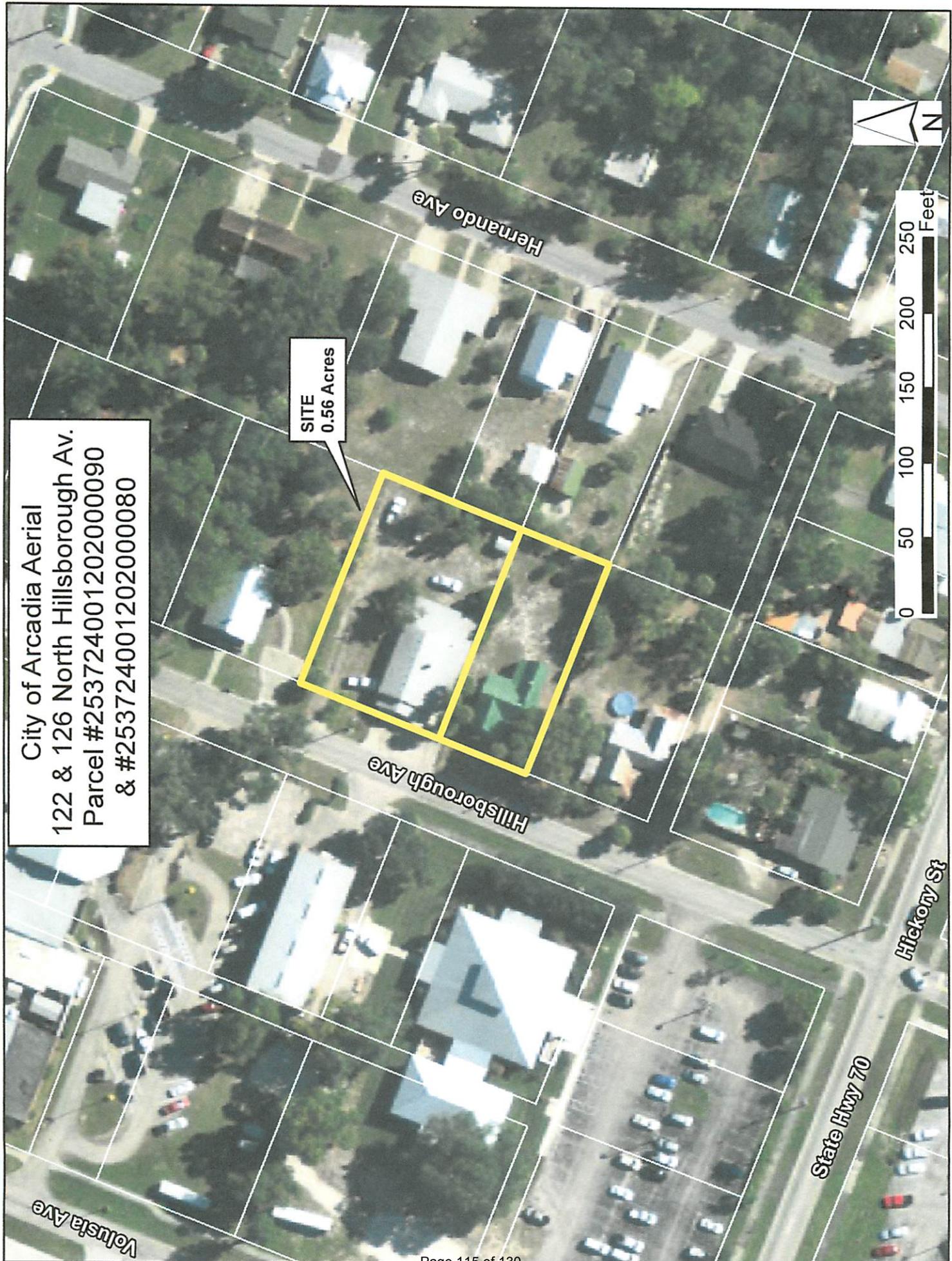
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**CITY COUNCIL MOTION OPTIONS:**

1. I move the City Council approve the First Reading of Ordinance 968 for the Future Land Use Map Amendment for two adjoining properties consisting of approximately 0.56 acres from Low Density Residential (LDR) to Public Buildings and Grounds (PBG) located at 122 North Hillsborough Avenue and 126 North Hillsborough Avenue in Arcadia, Florida.
  2. I move the City Council approve the First Reading of Ordinance 968 with changes for the Future Land Use Map Amendment for two adjoining properties consisting of approximately 0.56 acres from Low Density Residential (LDR) to Public Buildings and Grounds (PBG) located at 122 North Hillsborough Avenue and 126 North Hillsborough Avenue in Arcadia, Florida.
  3. I move the City Council deny the First Reading of Ordinance 968 for the Future Land Use Map Amendment of two adjoining properties consisting of approximately 0.56 acres from Low Density Residential (LDR) to Public Buildings and Grounds (PBG) located at 122 North Hillsborough Avenue and 126 North Hillsborough Avenue in Arcadia, Florida.
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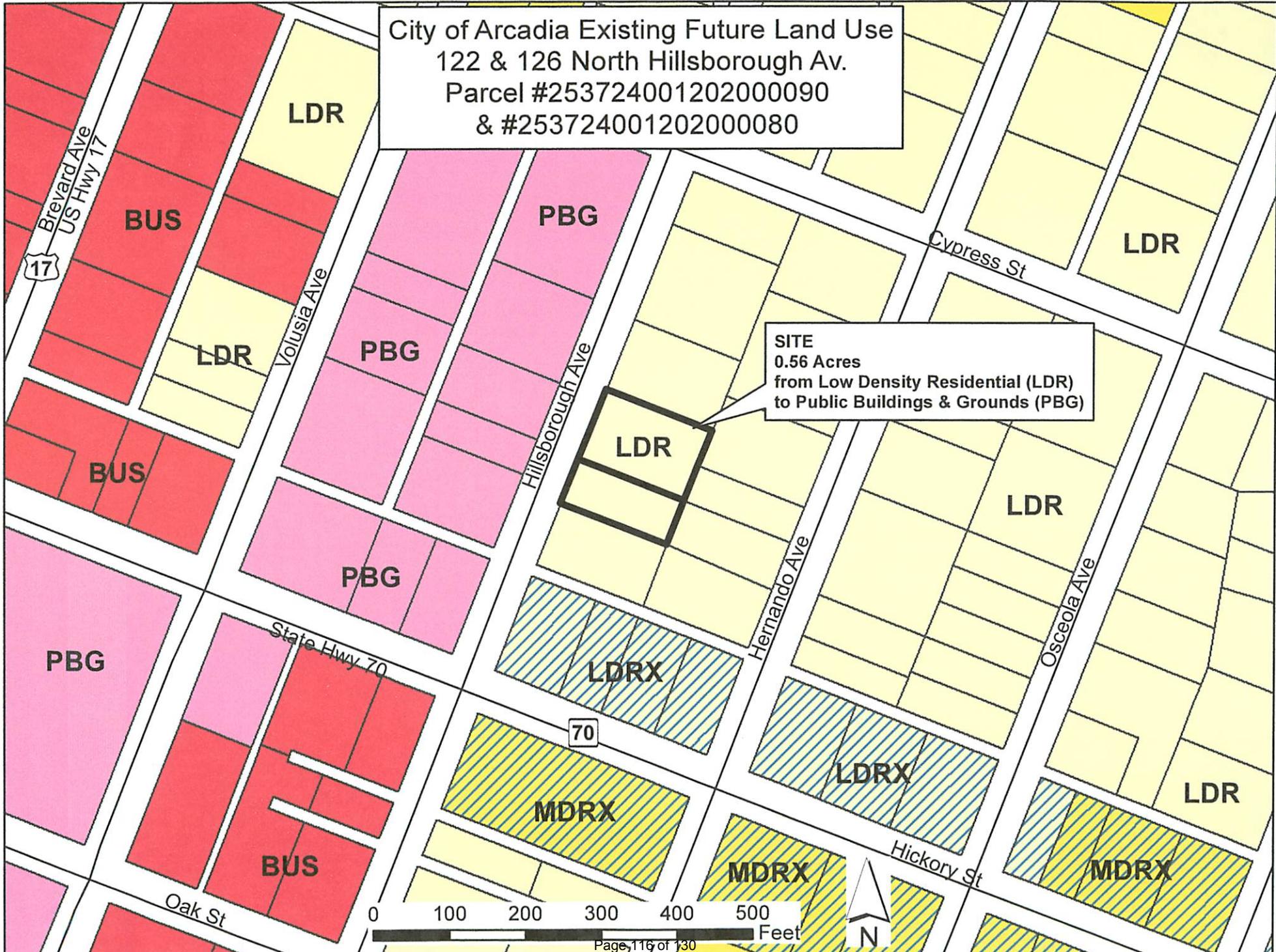
City of Arcadia Aerial  
122 & 126 North Hillsborough Av.  
Parcel #253724001202000090  
& #253724001202000080

SITE  
0.56 Acres



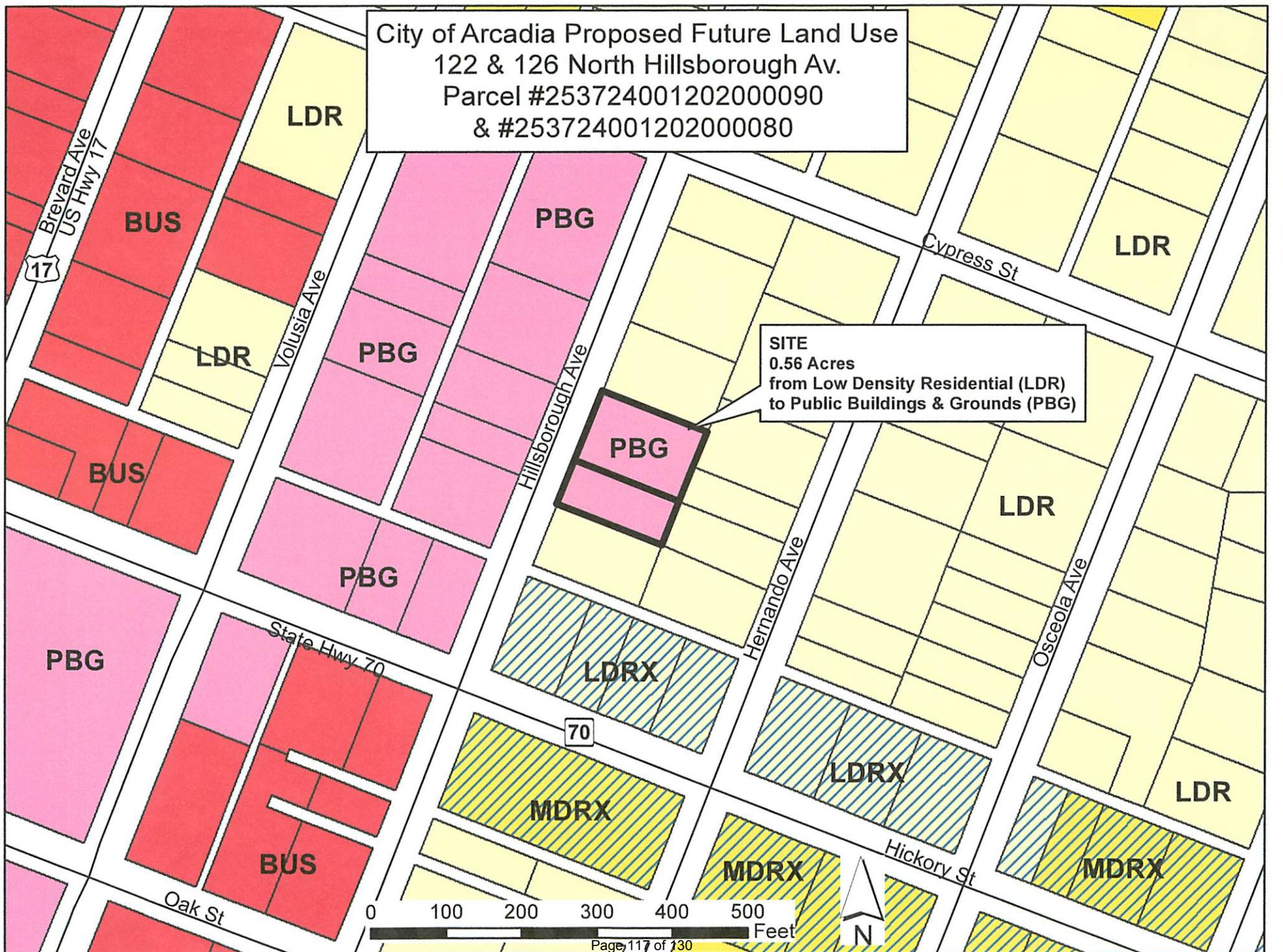
City of Arcadia Existing Future Land Use  
122 & 126 North Hillsborough Av.  
Parcel #253724001202000090  
& #253724001202000080

SITE  
0.56 Acres  
from Low Density Residential (LDR)  
to Public Buildings & Grounds (PBG)



City of Arcadia Proposed Future Land Use  
122 & 126 North Hillsborough Av.  
Parcel #253724001202000090  
& #253724001202000080

SITE  
0.56 Acres  
from Low Density Residential (LDR)  
to Public Buildings & Grounds (PBG)



**ORDINANCE NO 969**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ARCADIA, FLORIDA FOR PROPERTIES LOCATED AT 122 AND 126 NORTH HILLSBOROUGH AVENUE (PARCEL NUMBER 25-37-24-0012-0200-0090 AND 25-37-24-0012-0200-0080) FROM THE ZONING OF SINGLE-FAMILY, LOW DENSITY RESIDENTIAL DISTRICT (R-1B) TO PROFESSIONAL OFFICE DISTRICT (P-1); PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Arcadia held meetings and hearings regarding the parcels show on Exhibit "A", with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

**WHEREAS**, in exercise of its authority, the City Council of the City of Arcadia has determined it necessary to amend the Official Zoning Map to change the City zoning classification assigned to these properties.

**NOW, THEREFORE**, be it enacted by the City Commission of the City of Arcadia, Florida:

**Section 1.** The official zoning map of the City of Arcadia is amended so as to assign the City zoning classification of Professional Office District (P-1) to the parcels located at 122 North Hillsborough Avenue (Parcel Number 25-37-24-0012-0200-0090) and 126 North Hillsborough Avenue (Parcel Number 25-37-24-0012-0200-0800) with a cumulative total of ±0.98 acres, as shown in Exhibit "A".

**Section 2.** **Severability:** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 3.** **Effective Date:** The effective date of this ordinance shall be the date of its adoption.

This Ordinance shall be codified in the Code of Ordinances of the City of Arcadia, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Arcadia. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**PASSED ON FIRST READING** at the regular meeting of the Arcadia City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2012.

**READ, PASSED AND ADOPTED** on second reading at the meeting of the Arcadia City Council duly assembled on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF ARCADIA, FLORIDA**

\_\_\_\_\_  
**Keith Keene, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Virginia S. Haas, City Recorder**

**Approved as to form:**

\_\_\_\_\_  
**William Galvano, City Attorney**

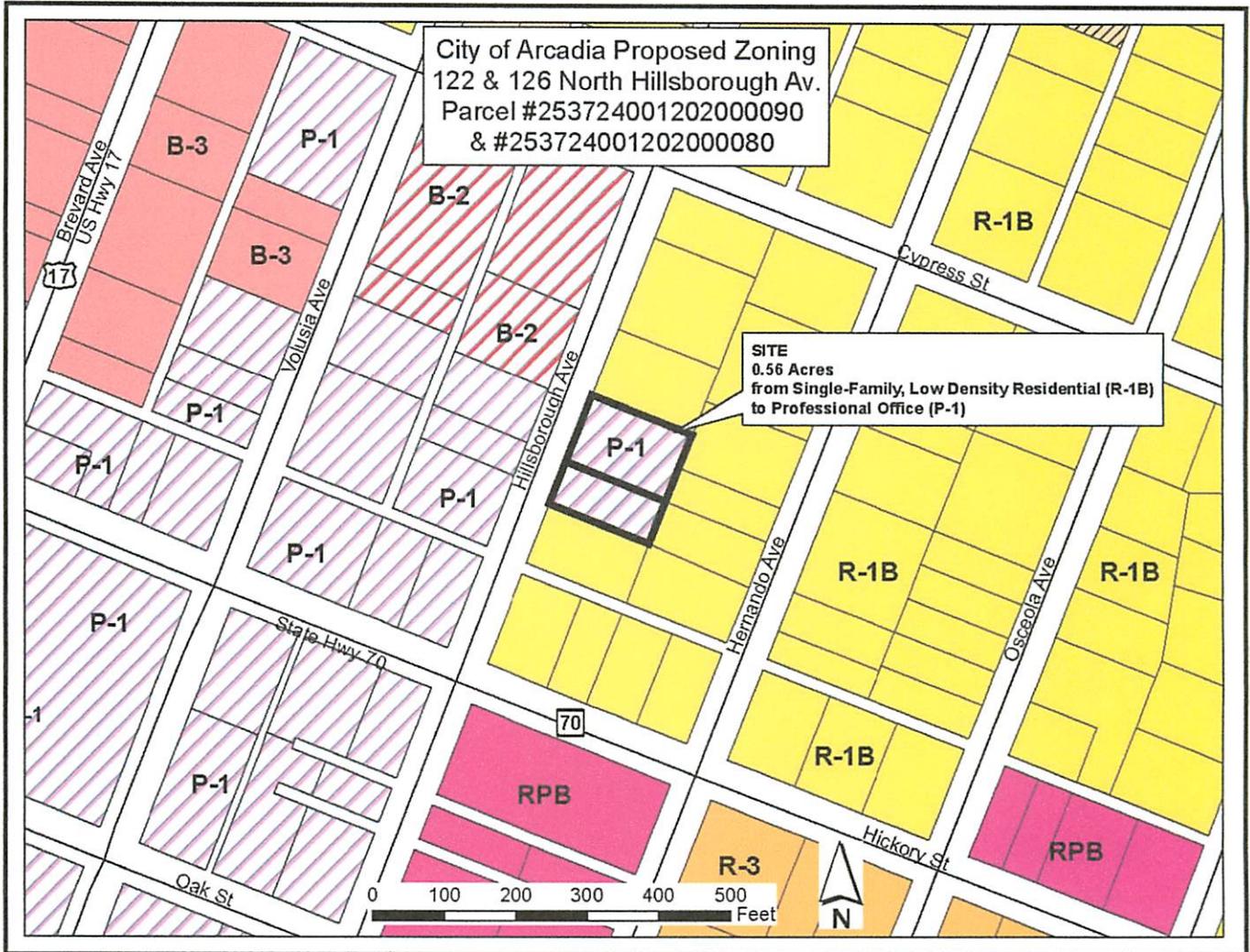
**Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_.**

**The vote was \_\_\_ for \_\_\_ against with \_\_\_ abstentions and \_\_\_ absent**

ORDINANCE NO. 969

EXHIBIT "A"

Zoning Map





**CITY OF ARCADIA  
FUTURE LAND USE AND ZONING AMENDMENT  
OVERVIEW REPORT  
JANUARY 17, 2012**

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**TO:** CITY OF ARCADIA CITY COUNCIL

**SUBJECT:** Ordinance 969: Rezoning of two adjoining properties consisting of approximately 0.56 acres from Single-Family, Low Density Residential (R-1B) to Professional Office (P-1) located at 122 North Hillsborough Avenue and 126 North Hillsborough Avenue in Arcadia, Florida

**PLANNING AND ZONING BOARD ACTION:**

On January 10, 2012, the City of Arcadia Planning and Zoning Board held a public hearing on the Rezoning and unanimously voted to forward the amendments to the City Council with a recommendation for approval.

**ATTACHMENTS:**

Attached for the review of the Planning and Zoning Board include:

- Overview
- Existing Zoning Map
- Proposed Zoning Map
- Application with aerial photo

**OVERVIEW:**

<b>APPLICANT</b>	DeSoto County Board Of County Commissioners
<b>PROPERTY OWNER</b>	DeSoto County Board Of County Commissioners
<b>ACREAGE</b>	±0.56 ACRES
<b>STRAP NUMBERS</b>	253724001202000090 (122 N. Hillsborough Ave.) 253724001202000080 (126 N. Hillsborough Ave.)
<b>PREVIOUS HEARINGS</b>	None
<b>EXISTING ZONING</b>	Single-Family, Low Density Residential (R-1B)
<b>PROPOSED ZONING</b>	Professional Office (P-1)

**BACKGROUND:**

DeSoto County (applicant) is requesting a change in zoning of two (2) County-owned properties consisting of approximately 0.56 acres. Both properties have a Future Land Use of Public Building and Grounds (PBG) and an existing Zoning designation of Single-Family, Low Density Residential (R-1B). The DeSoto County Building Department currently operates out of a single story office building on the property located at 126 North Hillsborough Avenue. The property located at 122 North Hillsborough Avenue is proposed to be used for Fire Administration offices.

The applicant's request for change in zoning is to support both the current and future uses of the properties. New development is proposed on the property located at 122 Hillsborough Avenue which will include the construction of a new modular building structure to serve the new Fire Administration offices.

**COMPATIBILITY AND CHARACTER OF THE AREA:**

Future Land Use and zoning adjacent to the subject properties is as follows:

<b>Northwest</b>	<b>North</b>	<b>Northeast</b>
<b>Zoning:</b> B-2 (Central Business District)  <b>FLU:</b> PBG (Public Buildings & Grounds)	<b>Zoning:</b> R-1B (Single-Family, Low Density Residential);  <b>FLU:</b> LDR (Low Density Residential)	<b>Zoning:</b> R-1B (Single-Family, Low Density Residential);  <b>FLU:</b> LDR (Low Density Residential)
<b>West</b>	<b>Sites</b>	<b>East</b>
<b>Zoning:</b> P-1 Professional  <b>FLU:</b> PBG (Public Buildings & Grounds)	<b>Zoning:</b> R-1B (Single-Family, Low Density Residential);  <u>Proposed:</u> P-1 Professional Office)  <b>FLU:</b> PBG (Public Buildings & Grounds)	<b>Zoning:</b> R-1B (Single-Family, Low Density Residential);  <b>FLU:</b> LDR (Low Density Residential)
<b>Southwest</b>	<b>South</b>	<b>Southeast</b>
<b>Zoning:</b> P-1 Professional  <b>FLU:</b> PBG (Public Buildings & Grounds)	<b>Zoning:</b> R-1B (Single-Family, Low Density Residential);  <b>FLU:</b> LDR (Low Density Residential)	<b>Zoning:</b> R-1B (Single-Family, Low Density Residential);  <b>FLU:</b> LDR (Low Density Residential)

The City of Arcadia defines the existing and proposed zoning classifications for the subject properties as follows:

***Section 110-211(2). Single-Family, Low Density Residential (R-1B): (existing zoning)***

The R-1B Single-Family, Low Density Residential Zoning district is designed to encourage and protect medium density single-family development.

***Section 110-211(9). Professional Office (P-1): (proposed zoning)***

The P-1 Professional Office zoning district is designed to encourage the compatible development of major professional and related office complexes in areas which are suitable for such activities.

## **SITE ANALYSIS:**

The request for change in zoning is proposed to support both the current and future uses on the subject properties. The change in zoning from Single-Family, Low Density Residential to Professional Office will be consistent with the Future Land Use and will be harmonious with surrounding land uses.

## **PUBLIC FACILITIES AND SERVICES AVAILABILITY:**

The proposed change in zoning does not demonstrate any negative impact on the City's public facilities.

### ***Potable Water:***

City water is already available and utilized on both properties.

### ***Sanitary Sewer:***

Disposal of wastewater for both properties is facilitated through the City's sewer system.

### ***Solid Waste:***

The site is currently serviced by the City of Arcadia waste system. The solid waste system is operating above the established level of service standard for solid waste.

### ***Traffic/Transportation:***

The change in zoning classification for the two properties, even with the addition of the new modular building structure proposed for the property located at 122 North Hillsborough Avenue is not anticipated to generate any negative traffic or transportation impacts.

### ***Recreation:***

There will be no recreation impacts as the properties are not undergoing any residential development activities.

### ***School Impacts:***

There will be no school impacts as the properties are not undergoing any residential development activities.

## **CONSISTENCY WITH THE COMPREHENSIVE PLAN:**

The request is consistent with the following Goals, Objectives, and Policies of the City's Comprehensive Plan:

**Future Land Use Element Policy 1.9:** The Public Buildings and Grounds designation shall be accessible to all citizens, be compatible with adjacent land uses and the environment, and promote the efficient use of infrastructure. Compatible public land uses are permissible within all land use designations. The floor area ratio for public buildings shall not exceed 2.0. Schools are permitted in this classification.

*The proposed rezoning is consistent with this Future Land Use policy as it will promote the efficient use of the existing infrastructure. The properties will also be compatible with adjacent land uses.*

**CITY COUNCIL MOTION OPTIONS:**

1. I move the City Council approve the First Reading of Ordinance 969 for the rezoning of approximately 0.56 acres from Single-Family, Low Density Residential (R-1B) to Professional Office (P-1) located at 122 North Hillsborough Avenue and 122 North Hillsborough Avenue Arcadia, Florida.
  2. I move the City Council approve the First Reading of Ordinance 969 with changes for the rezoning of approximately 0.56 acres from Single-Family, Low Density Residential (R-1B) to Professional Office (P-1) located at 122 North Hillsborough Avenue and 122 North Hillsborough Avenue Arcadia, Florida.
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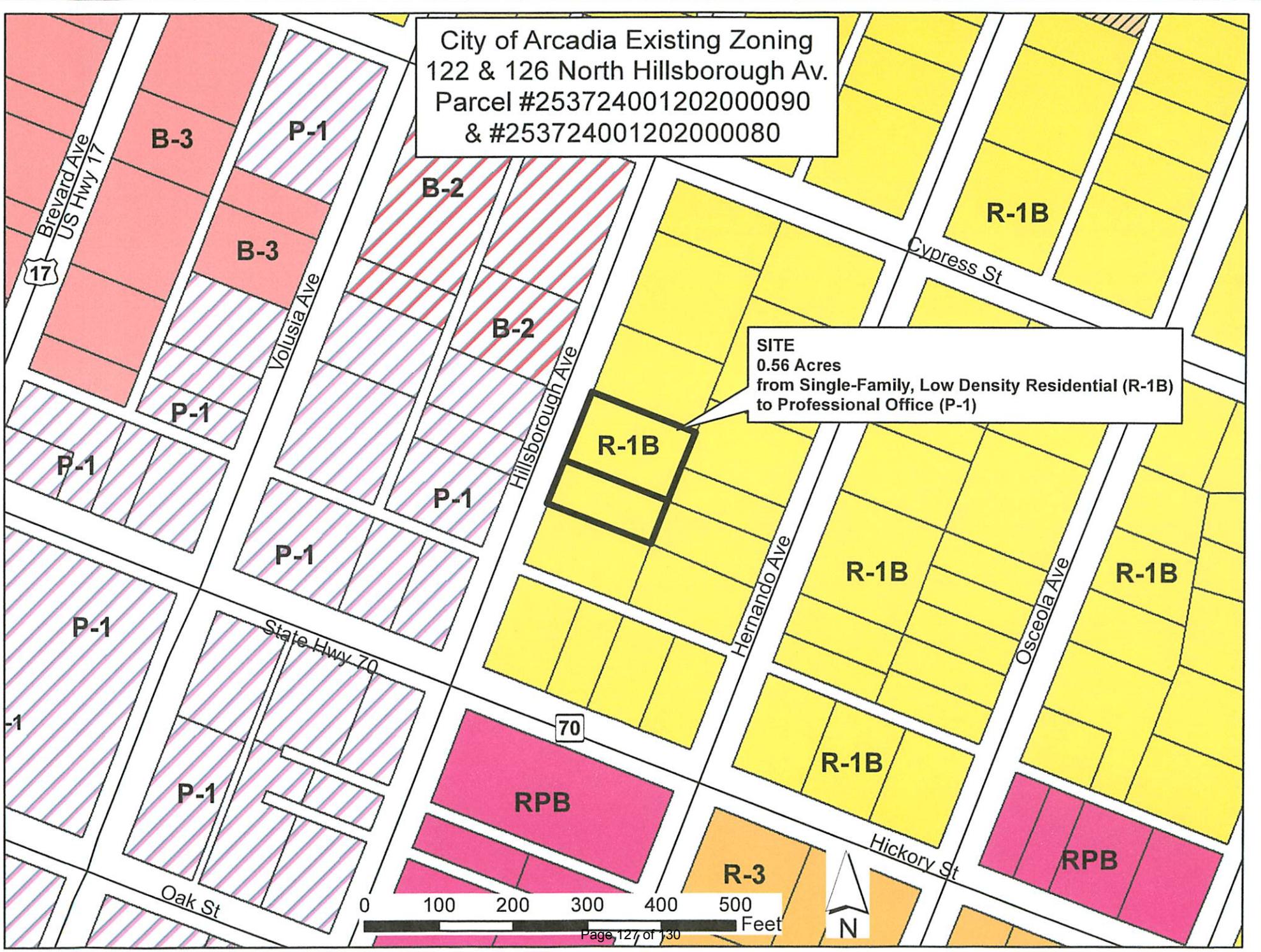
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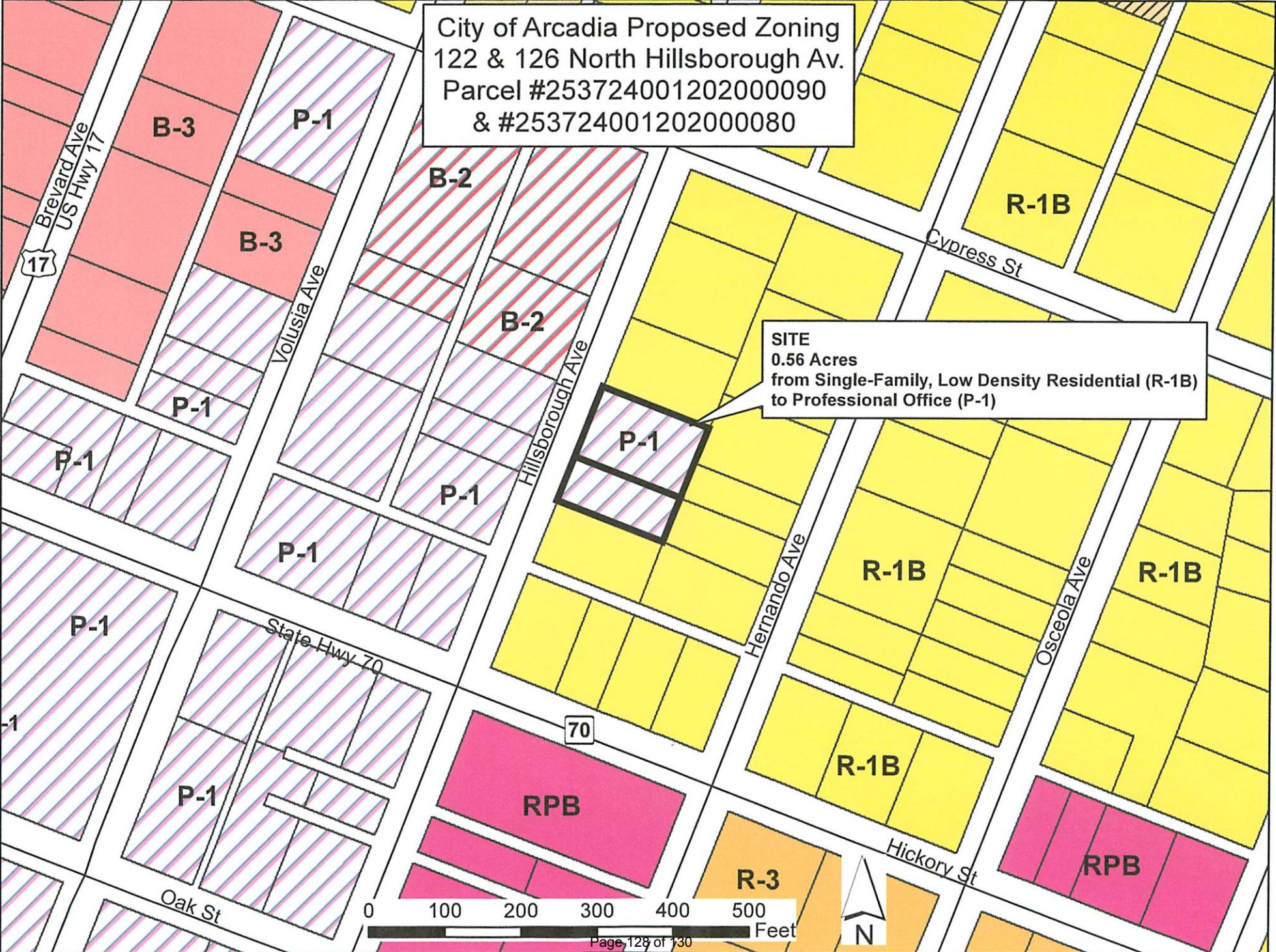
City of Arcadia Existing Zoning  
122 & 126 North Hillsborough Av.  
Parcel #253724001202000090  
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SITE  
0.56 Acres  
from Single-Family, Low Density Residential (R-1B)  
to Professional Office (P-1)



City of Arcadia Proposed Zoning  
122 & 126 North Hillsborough Av.  
Parcel #253724001202000090  
& #253724001202000080

**SITE**  
0.56 Acres  
from Single-Family, Low Density Residential (R-1B)  
to Professional Office (P-1)



**ORDINANCE NO. 970**

**AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA, A MUNICIPAL CORPORATION, RELATED TO PUBLIC PARKS; AMENDING THE CITY OF ARCADIA CODE OF ORDINANCES, SECTION 74-34; PROVIDING THAT ALL CITY PARKS SHALL BE CLOSED EACH DAY FROM DUSK UNTIL DAWN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Arcadia, Florida, (the "Council") has the authority to prohibit and regulate conduct within the City of Arcadia (the "City") in the interests of public health, safety, and general welfare, and to adopt ordinances effecting such prohibitions and regulations; and

**WHEREAS**, a valid public purpose exists in regulating conduct to provide for and promote a safe, clean, and healthy environment for the general public in the City; and

**WHEREAS**, the amendment to the Code of Ordinances set forth herein provides and promotes a safe, clean, and healthy environment in the County and thus serves a valid public purpose.

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Arcadia, Florida:

**SECTION 1.** Findings. The Council hereby adopts and incorporates by reference herein all of the findings set forth above as findings of the Council.

**SECTION 2.** Amendment of the Code of Ordinances. Section 74-34 of the City of Arcadia Code of Ordinances is amended to read as follows (underlined language to be added; struck-through language to be deleted):

**Sec. 74-34. Entering closed areas.**

Any section or part of any park may be declared closed to the public by the city at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise) and either entirely or merely to certain uses, as the city shall find reasonably necessary. All city parks shall be closed entirely to all persons and to all uses every day from sunset until sunrise the next morning (such times as determined using the official times for such set forth for each day by the United States Naval Observatory, or other if the Naval Observatory ceases to publish such information then as determined using a similar official governmental almanac of such times) except for activities specifically permitted pursuant to Division 2 of this Article.

**SECTION 3. Codification.** The publisher of the City’s Code of Laws, the Municipal Code Corporation, is directed to incorporate the amendments included in Section 2 above into the Code of Ordinances.

**SECTION 4. Severability.** If any section, sentence, clause, or other provision of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or provision shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance.

**SECTION 5. Effective Date.** This ordinance shall be effective immediately upon final passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF ARCADIA, FLORIDA

\_\_\_\_\_  
KEITH KEENE, MAYOR

ATTEST:

By: \_\_\_\_\_  
VIRGINIA HAAS  
CITY RECORDER

PASSED ON FIRST READING \_\_\_\_\_, 2012.

PASSED ON SECOND READING \_\_\_\_\_, 2012.

APPROVED AS TO FORM:

\_\_\_\_\_  
WILLIAM S. GALVANO, CITY ATTORNEY