

**AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 N. POLK AVE., ARCADIA, FL
TUESDAY, FEBRUARY 5, 2013
6:00 PM**

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

CONSENT AGENDA

1. January 15, 2013 City Council Minutes
2. Check Warrant Reports from 01/11/13, 01/15/13, 01/22/13, 01/18/13, 01/25/13, 01/29/13 and 02/01/13
3. Air-Cadia Flowage and Hangar Report for December 2012
4. Special Event Permit Request for Habitat for Humanity, Orientation, Way Building
5. Special Event Permit and Street Closure Request, Students Against Tobacco Video Shoot, Oak and Polk, Applicant Dr. Kirk Voelker
6. Special Event Permit and Street Closure Request, Team Arcadia Monthly Car Show
7. Special Event Permit for Margaret Way's 90th Birthday, Way Building

DISCUSSION ITEMS

8. FDOT Highway 17 Widening Purchase Offer (City Administrator)
9. FAA Response to Friends of the Airport Proposal (City Administrator)
10. FDEO Grant Award for Neighborhood Revitalization Program (Guardian)
11. Ordinance Changing Election Date and Terms of Council Members (Councilman Fink)

RESOLUTIONS

12. **RESOLUTION NO. 2013-06; A RESOLUTION FOR JOINT PARTICIPATION AGREEMENT (City Administrator)**

COMMENTS FROM DEPARTMENTS

13. City Marshal – January report included in packets
14. Attorney
15. City Administrator
 - a. City Administrator Evaluation Form

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.

Please **TURN OFF** or **SILENCE** all cell phones

**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, JANUARY 15, 2013
6:00 PM**

ITEM # 1

The following minutes reflect action items of the City Council of the City of Arcadia. For a verbatim copy of the minutes you may contact City Administration to obtain a copy of the recorded meeting.

CALL TO ORDER, INVOCATION PLEDGE OF ALLEGIANCE & ROLL CALL

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

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

Arcadia City Council

Mayor Keith Keene
Deputy Mayor Robert Heine
Councilman Robert R. Allen

Councilwoman Alice Frierson
Councilman Joseph E. Fink

Arcadia City Staff

City Administrator Judi Jankosky
Captain Matt Anderson
Thomas Slaughter, City Planner
Marshal Charles Lee

City Recorder Virginia S. Haas
City Attorney Thomas J. Wohl
Renee Green, Finance Director

PRESENTATION

Proclamation for Martin Luther King, Jr. Day – The City Recorder read the Proclamation for Martin Luther King, Jr. Day.

CONSENT AGENDA

1. December 4, 2012 Workshop Minutes
2. December 4, 2012 City Council Minutes
3. December 18, 2012 City Council Minutes
4. Check Warrant Reports from 12/18/12, 12/21/12, 01/04/13, 01/07/13, 01/09/12
5. Special Event Permit Request for Jesus' Hand Extended – Smith Brown Gym
6. Request for Certificate of Appropriateness for Demolition of Structure Located at 530 W. Hickory Street, Applicant Roger Penner
7. Request for Certificate of Appropriateness for Additional Site Improvements located at 305 W. Oak Street, Applicant Baileys Historic Veranda Apartments.

Councilman Fink moved to approve consent agenda items 1 through 5 and item number 7 as presented. Consent Agenda item number 6 was withdrawn as that item was tabled by the Historic Preservation Commission. Deputy Mayor Heine motioned to approve as

stated by Councilman Fink. The motion was seconded by Councilwoman Frierson and passed 5-0.

DISCUSSION ITEMS

8. Arcadia City Association Club – Dogs in Public Buildings (Mrs. Rose Williams and Mrs. Pat Dort)

Mrs. Rose Williams representing Arcadia City Park stated that she had a petition containing 92 park residents' signatures requesting that the Council prohibit dogs in the clubhouse. **A motion was made by Deputy Mayor Heine and seconded by Councilwoman Frierson prohibiting animals (excepting service animals) in public buildings (the clubhouse) following the 90-day required notice.** Mrs. Jankosky stated that according to the Mobile Home Park regulations a 90-day notice would be required to the residents of the rule change. Mayor Keene clarified that there was never a rule adopted through the park regulations in the first place. Attorney Wohl responded to Mrs. Pat Dort that the Council would amend the Ordinance after the 90-day period and the current sign would remain until the new Ordinance is adopted. **The motion carried 5-0.**

9. Appointing a Member to the Arcadia Housing Authority, Mr. Adrian Cline. (Becky-Sue Mercer, Housing Authority)

A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to appoint Mr. Adrian Cline to the Housing Authority. The motion carried 5-0.

RESOLUTIONS

10. **RESOLUTION NO. 2013-01; A RESOLUTION APPROVING A WAIVER OF THE NUMBER OF REQUIRED OFF-STREET PARKING SPACES FOR PROPOSED DEVELOPMENT ON THREE PARCELS OF LAND (PARCELS: 31-37-25-0020-00P0-0090; 31-37-25-0020-00P0-0200; AND 31-37-25-0020-00PO-0240) LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF U.S. HIGHWAY 17 (NORTH DESOTO AVENUE) AND WEST GIBSON STREET, ARCADIA, FLORIDA; AND ESTABLISHING AN EFFECTIVE DATE. (CFRPC)**

The City Recorder read Resolution No. 2013-01 by title only. A motion was made by Deputy Mayor Heine and seconded by Councilwoman Frierson to adopt Resolution No. 2013-01 as presented. The motion carried 5-0.

11. **RESOLUTION NO. 2013-02; A RESOLUTION OF THE CITY OF ARCADIA, GRANTING DESOTO COUNTY SCHOOL BOARD A VARIANCE TO SIGNAGE STANDARDS TO PERMIT AN ELECTRONIC COMPUTERIZED MESSAGING SYSTEM ON A GROUND SIGN NOT LOCATED ALONG A MAJOR THOROUGHFARE ROADWAY ON PROPERTY LOCATED AT 1710 EAST GIBSON STREET, ARCADIA, FLORIDA. (City Planner)**

The City Recorder read Resolution No. 2013-02 by title only. A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to adopt Resolution No. 2013-02 as presented. The motion carried 5-0.

12. RESOLUTION NO. 2013-03; A RESOLUTION OF THE CITY OF ARCADIA, GRANTING A SPECIAL APPROVAL BY AMENDMENT OF A DEVELOPMENT ORDER TO FACILITATE THE OPERATION OF A DAY CARE CENTER ON PROPERTY LOCATED AT 15 NORTH MANATEE AVENUE, ARCADIA, FLORIDA. (City Planner)

The City Recorder read Resolution No. 2013-03 by title only. A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to adopt Resolution No. 2013-03 as presented. The motion carried 5-0.

13. RESOLUTION NO. 2013-04; A RESOLUTION OF THE CITY OF ARCADIA ESTABLISHING A BUDGET PROCESS AND BUDGET AMENDMENT POLICY FOR THE CITY OF ARCADIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING FOR AN EFFECTIVE DATE. (Finance Director)

The City Recorder read Resolution No. 2013-04 by title only. A motion was made by Councilman Allen and seconded by Councilwoman Frierson to adopt Resolution No. 2013-04 as presented. The motion carried 5-0.

14. RESOLUTION NO. 2013-05; A RESOLUTION OF THE CITY OF ARCADIA ESTABLISHING A FUND BALANCE POLICY FOR THE CITY OF ARCADIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING FOR AN EFFECTIVE DATE. (Finance Director)

The City Recorder read Resolution No. 2013-05 by title only. A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to adopt Resolution No. 2013-05 as presented. The motion carried 5-0.

COMMENTS FROM DEPARTMENTS

1. City Marshal – December 2012 Report Included in Packet

Marshal Lee reported on a Special Master Hearing on February 5, 2013. Councilman Fink asked why the speed limit signs changed on Gibson Street to 30 mph. Marshal Lee reported that the County met with the City Administrator and a speed study was conducted which dictates the speed on Gibson Street at 30 mph.

A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to approve the speed study and the County's determination to post the speed limit at 30 mph on Gibson Street. The motion carried 5-0.

2. Attorney
 - a. Airport Land Lease Agreement

Attorney Wohl reported that he spoke with the FAA regarding Mr. Frierson's land lease

agreement at the Airport and found nothing in the FAA policy that voids the agreement however the indefinite term of the lease could be detrimental to obtaining and complying with future FAA grant funding. Mayor Keene asked if it would be in order and if Mr. Frierson would consider speaking with the City Attorney and City Administrator regarding amending the lease agreement. Mr. Frierson agreed.

b. Friends of Arcadia Airport

Attorney Wohl stated that the proposed pavilion at the Airport may be premature due to the FAA Grant Assurances and the requirements of an updated Master Plan and Airport Layout Plan. Mr. George Chase, Friends of Arcadia Airport, pointed out three areas of concern that require answers from the FAA. 1) Determine if the proposal to hold events are considered aeronautical. 2) All revenue will be used to fund similar activities and maintain the Airport and is this considered revenue diversion or retention by FAA 3) Will developing this facility for such use create grant assurance issues for the Airport. Mr. Chase added that no one has asked the FAA these specific questions. The FAA was involved in the drafting of the contract and they assured him that it contained no compliance issues. He continued that if we must wait until we update the Master Plan that will be a fatal blow to the entire project. That process will take us into 2015. He continued that there is an offer from over 85 people to help the Airport grow and prosper. Mayor Keene confirmed that no action would be taken until we are sure the proposal does not jeopardize the grants. Councilman Fink agreed about needing a final determination from FAA however to not wait three to five years and act on it sooner than later. Attorney Wohl replied that his recommendation is to wait until the Master Plan is updated. Mayor Keene asked Mrs. Jankosky to address these specific questions to FAA.

c. Charter Amendments

Attorney Wohl reported that he met with the Charter Review Board and most of the recommendations can be amended by Ordinance.

1) Amending the title of City Recorder and duties. This is addressed under Chapter 2 however it is a good idea to amend referring that position to a City Clerk rather than City Recorder. Council agreed to move forward on the suggested amendment through the adoption of an Ordinance.

2) Amending City Election dates to even years will bring more voter turn out and save on special election costs. Attorney Wohl explained that this can be accomplished by Ordinance which allows for pushing the election to 2014. The members who are up for election would be pushed to 2014 and members now will be pushed to 2016. Councilman Fink questioned if Attorney Wohl was suggesting that terms can be extended without citizens' vote. Attorney Wohl replied yes, if you are amending only to move election dates and added that he could provide statutes 100.3605 and 166.021 (4) and a number of Attorney General Opinions (AGO). Attorney Wohl stated that he could bring that Ordinance forward for review and more discussion. Mayor Keene stated that the City's election turn out has always been low and he hopes this might improve the turnout.

3) Attorney Wohl stated that term limits 166.021(4) could be addressed by Ordinance, in his opinion, but he has not found solid statute to follow. Attorney Wohl will request an Attorney General Opinion regarding the term limits amendment.

4) Amending elected Marshal to Police Chief: Attorney Wohl explained that this particular amendment will require a referendum, however if we move election dates to even years that

office is also pushed back an additional year. Mayor Keene agreed that we are one of the few Cities who have an elected Marshal.

Councilman Fink questioned that the Charter states specifically that people run for a four-year term and then we give those members five years. Attorney Wohl replied because you are changing the election date. Councilman Fink replied that we could then change election dates each year and make it six or seven years. He added that it is odd that the taxpayer's money is being spent by people who are no longer elected to office. Attorney Wohl replied that Florida Statutes allows the City to push the terms to an extra year provided you are changing election dates. The terms of your officers change to coincide with the election date change. Mayor Keene asked how we will address the referendum regarding the elected Marshal. Attorney Wohl replied that if we agree to change the election date we could address the referendum at a later date.

5) Code Enforcement powers: Attorney Wohl explained this is addressed in the Ordinance however Council may want to strengthen that section. This amendment can be accomplished through Ordinance adoption and more teeth added to its content.

6) Defining form of government. Attorney Wohl stated that you don't need to define the form of government because that is based on the provisions of your Charter and Ordinances.

7) Defining City Administrator and Finance Director and duties. Attorney Wohl explained that the City Administrator is addressed in Chapter 2 however the Finance Director is not defined. He saw no reason to add the Finance Director to the Charter as that position falls under the City Administrator.

8) Clarify precinct locations. Attorney Wohl spoke to the Supervisor of Elections. Mr. Negley was fine with how the Charter reads, where the precincts are and he prefers it the way it is.

Mr. Charles Conklin, Charter Review Board, stated that the Council previously approved the list of amendments then the Council changed their minds.

Dr. Dixon asked for clarification from the City Attorney regarding the recommendation to change election dates and extending the terms of the Council Members. He stated that the citizens voted the Council in for 4 years, and to abuse that will raise a lot of concerns and you will be challenged by the voters and legally challenged. Attorney Wohl replied that his legal position stands and it is very clear in the statutes and Attorney General Opinions. Mayor Keene stated that through the Ordinance process the people will have a chance to address the changes.

3. City Administrator

a. Organizational Chart

Mrs. Jankosky reviewed the organizational chart and noted the inclusion of a Public Works Director that is currently advertised and an additional Human Resources/Risk Management person. She asked Council if they were amenable to officially establishing those two positions utilizing some of the \$200,000 in contingency. Councilman Heine and Mayor Keene agreed these positions are needed. Mrs. Jankosky will bring particulars to include costs and budgeting to Council for review.

b. The Arbor – Len Hazen

Mrs. Jankosky updated the Council on The Arbor stating that in the 90's Mr. Hazen paid 10

Equivalent Residential Unit (ERU/ERC). Now there are apartments, suites, businesses, 2 restaurants, bar, etc. which creates a total of 35 ERC. Mr. Hazen has been notified.

c. Smith-Brown Gym

Mrs. Jankosky reported on an event that occurred at the Smith Brown gym several weeks ago where no special event permit was approved and no insurance. The building is City owned and holds the liability for the people who go in there and the key to the building is with the event group. Council agreed that Mrs. Jankosky could request the key be returned to the City. Mrs. Gilchrest will be notified that she should request an application for an annual event permit.

d. Stonegate

Mrs. Jankosky reported that Stonegate Apartments is \$25,000 in arrears and the last bill paid was in June 2012. Attorney Wohl is in contact with Stonegate's Attorney. They are on their own water supply and DEP is forcing their hand. They are using City sewer for health reasons so we don't want to cut off sewer for 50 units.

Mrs. Jankosky reported that Mr. Steve Underwood, WWTP, would like to donate older vehicle scanner equipment to the High School. Mrs. Jankosky will obtain the potential value of the equipment prior to donation. **A motion was made by Deputy Mayor Heine and seconded by Councilwoman Frierson to approve donation of the vehicle scanner equipment to the High School. The motion carried 5-0.**

Mrs. Jankosky reported the Casa San Juan Bosco will hold a ribbon cutting ceremony on January 23, 2013 at 10 a.m.

Mrs. Jankosky reported that Mrs. Kathy Till from the Florida League of Cities is scheduled to present at the February 19, 2013 Council meeting regarding legislative priorities.

Mrs. Jankosky reported that she will be meeting with FDOT regarding the utility relocation on the US 17 improvement project. The stipulation agreement was located and the City holds principal interest in the land therefore FDOT will be responsible for any utility relocation. FDOT has offered \$7,000 to purchase the corner section of land at the Mobile Home Park.

A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to approve the dedication of the right of way as requested by FDOT. Attorney Wohl questioned the amount and thought it would be a better idea to have the formal proposal in the packet for Council's review. Deputy Mayor Heine withdrew his motion.

Mrs. Jankosky replied to Mayor Keene that in the meeting with the County today she was told that DOT will be addressing the street crossing issue at the south end of town.

Mayor Keene recognized County Commissioner Bob Miller and former Councilmember Dick Fazzone.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Mr. John Super, 7692 West Albritton, updated the Council on the car show and the improvements to the fountain at Lake Katherine Park.

Mr. Dick Fazzone commented on the benefit of changing the election date to even years.

Ms. Jane Hilton, DeSoto Arts and Humanities, reported an art show at Florida State College on February 9, 2013.

Mr. Greg Smith reported on an open manhole located in the parking lot at 11th Avenue and requested safety cones.

MAYOR AND COUNCIL MATTERS

ADJOURN

There being no further business the meeting adjourned at 7:40 p.m.

APPROVED THIS ___ DAY OF _____, 2013.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder

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WARRANT LIST BY VOUCHERPG 12
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WARRANT: 20130104 01/11/2013

DUE DATE: 01/11/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90713	1893	ARCADIA DO-IT-BEST HARDWARE	B113198	100	INV	01/11/2013	6.08	MURIATIC ACID
90714	1679	ARCADIA PRINTING, LLC	11336	100	INV	01/11/2013	74.00	PROPERTY RECEIPT
90715	1963	BV OIL COMPANY, INC	03-559204	100	INV	01/11/2013	734.90	FUEL
90716	2455	CENTURYLINK	JAN '13_312161469	100	INV	01/11/2013	59.95	ACCT NO. 312161469
90717	2823	CHANCEY BOHANNAN SEPTIC & P	1012	100	INV	01/11/2013	140.00	PORT-A-JON & SERVICE
90718	10030	W & S ENTERPRISE ACCOUNT	94028	100	INV	01/11/2013	125.80	ACCT NO. 1010000100
90719	10030	W & S ENTERPRISE ACCOUNT	94597	100	INV	01/11/2013	30.24	ACCT NO. 1050582900
90720	10030	W & S ENTERPRISE ACCOUNT	94617	100	INV	01/11/2013	30.24	ACCT NO. 1050589700
90721	10030	W & S ENTERPRISE ACCOUNT	94598	100	INV	01/11/2013	30.24	ACCT NO. 1050583500
90722	10030	W & S ENTERPRISE ACCOUNT	94751	100	INV	01/11/2013	120.96	ACCT NO. 1070554000
90723	10030	W & S ENTERPRISE ACCOUNT	93861	100	INV	01/11/2013	30.60	ACCT NO. 4250123400
90724	10030	W & S ENTERPRISE ACCOUNT	94752	100	INV	01/11/2013	120.96	ACCT NO. 1070554200
90725	10030	W & S ENTERPRISE ACCOUNT	94836	100	INV	01/11/2013	100.52	ACCT NO. 1070631500
90727	10030	W & S ENTERPRISE ACCOUNT	94830	100	INV	01/11/2013	145.34	ACCT NO. 1070622600
90728	10030	W & S ENTERPRISE ACCOUNT	94829	100	INV	01/11/2013	40.28	ACCT NO. 1070622400
90730	40015	D & B ENTERPRISES, INC	11838	100	INV	01/11/2013	50.00	TOWING
90731	40050	DESOTO AUTOMOTIVE INC	329630B	100	INV	01/11/2013	31.42	LAMPS/GREASE
90732	40060	DESOTO CNTY BOARD OF	DEC '12_LANDFILL	100	INV	01/11/2013	20,193.60	CUST NO. 01-01
90733	40072	DESOTO CNTY SHERIFF'S OFFIC	DECEMBER 2012	100	INV	01/11/2013	850.17	RADIO USE & MAINTENANC
90734	2141	DISH	12252012	100	INV	01/11/2013	93.00	ACCT NO. 8255 7070 805
90735	60020	FENDER AUTO PARTS	22921	100	INV	01/11/2013	107.42	PARTS
90736	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-185TURNE	100	INV	01/11/2013	10.45	51929-54195: 185 N TUR
90737	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-WELL5	100	INV	01/11/2013	396.64	97449-30943: 1704 NE O
90738	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-WELL4	100	INV	01/11/2013	488.42	97419-38964: 1422 NE O
90739	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-WELL3	100	INV	01/11/2013	473.94	06970-39949: 1612 E CY



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WARRANT LIST BY VOUCHER

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WARRANT: 20130104 01/11/2013

DUE DATE: 01/11/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90740	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-SHPPGCTR	100	INV	01/11/2013	102.47	77069-38912: 1301 E OA
90741	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-10TH AVE	100	INV	01/11/2013	91.67	36020-30979: 320 N 10T
90742	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-CYPRESSL	100	INV	01/11/2013	95.18	26050-36983: 1312 E CY
90743	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-PROVIDEN	100	INV	01/11/2013	104.43	16944-36948: 231 PROVI
90744	60090	FLORIDA POWER & LIGHT	NOV/DEC '12-DRIVERSL	100	INV	01/11/2013	116.12	80428-96368: 721 N BRE
90745	60090	FLORIDA POWER & LIGHT	NOV/DEC '12 BREVARD	100	INV	01/11/2013	133.39	89300-24164: 721 N BRE
90746	60090	FLORIDA POWER & LIGHT	NOV/DEC '12-POLICE	100	INV	01/11/2013	310.14	78275-70040: 725 N BRE
90748	2096	HAZEN & SAWYER,PC	INVOICE #000002	100	INV	01/11/2013	1,023.91	PROJECT NO. 41070-016
90751	2096	HAZEN & SAWYER,PC	INV #0000024	100	INV	01/11/2013	34,309.61	PROJECT NO. 41070-011
90753	2473	KED GROUP, INC	2728	100	INV	01/11/2013	16,563.30	K-1000
90755	2080	KLENECORP	3390	100	INV	01/11/2013	127.50	COMPUTER SERVICE
90756	2080	KLENECORP	3398	100	INV	01/11/2013	213.75	COMPUTER SERVICE
90757	2080	KLENECORP	3381	100	INV	01/11/2013	255.00	COMPUTER SERVICE
90760	120120	LOU'S PAINT SPOT	141138	100	INV	01/11/2013	9.68	PAINT
90761	172	MC GEE TIRE STORES	L-157343	100	INV	01/11/2013	450.52	TIRES
90762	10160	LUCKY MUSE	604804	100	INV	01/11/2013	17.00	REPAIR
90766	120120	LOU'S PAINT SPOT	141343	100	INV	01/11/2013	80.60	PAINT
90768	2128	ODYSSEY MANUFACTURING CO.	175592	100	INV	01/11/2013	451.50	HYPOCHLORITE SOLUTIONS
90769	2128	ODYSSEY MANUFACTURING CO.	175017	100	INV	01/11/2013	435.00	HYPOCHLORITE SOLUTIONS
90770	2128	ODYSSEY MANUFACTURING CO.	175326	100	INV	01/11/2013	489.75	HYPOCHLORITE SOLUTIONS
90771	160045	LYNN PEAVEY COMPANY	530113	100	INV	01/11/2013	31.38	PARTS
90774	190016	SAFETY PRODUCTS INC	050476	100	INV	01/11/2013	327.80	ALUMINUM SIGN
90775	190016	SAFETY PRODUCTS INC	049228	100	INV	01/11/2013	26.56	ALUMINUM SIGN
90776	439	SECURITY ALARM CORPORATION	114172	100	INV	01/11/2013	154.00	REPAIR TO SMOKE SENSOR
90777	2657	ELLISON SYSTEMS INC	1354196701	100	INV	01/11/2013	97.34	TIMECARDS



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

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WARRANT: 20130104 01/11/2013

DUE DATE: 01/11/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90778	190070	SHORT ENVIRONMENTAL	13-0036	100	INV	01/11/2013	78.00	SAMPLE 12/10-12/2012
90779	190070	SHORT ENVIRONMENTAL	13-0035	100	INV	01/11/2013	78.00	SAMPLE 12/10-13/2012
90780	190070	SHORT ENVIRONMENTAL	13-0067	100	INV	01/11/2013	78.00	SAMPLE 12/17/2012-12/1
90781	190090	SMITH'S RANCH & GARDEN, INC	102061149	100	INV	01/11/2013	187.50	CHEMICALS
90782	190090	SMITH'S RANCH & GARDEN, INC	101047073	100	INV	01/11/2013	10.94	3" POLY TRIM ROLLER CO
90783	940	NEXTEL COMMUNICATIONS	273625411-130	100	INV	01/11/2013	468.15	ACCT NO. 273625411
90784	1405	THE SUN	50442036	100	INV	01/11/2013	24.00	HAPPY NEW YEAR AD
90785	1584	JOHN T. SUPER, PH.D.	13001	100	INV	01/11/2013	450.00	POST SHOOTING FITNESS
90786	1666	STAPLES BUSINESS ADVANTAGE	8024114016	100	INV	01/11/2013	108.86	SUMMARY INVOICE 802411
90787	2688	SWAINE & HARRIS, PA	12111	100	INV	01/11/2013	3,000.00	MATTER NO. 6524-001
90788	2688	SWAINE & HARRIS, PA	12112	100	INV	01/11/2013	288.70	MATTER NO. 6524-004
90789	2688	SWAINE & HARRIS, PA	12113	100	INV	01/11/2013	1,029.65	MATTER NO. 6524-002
90790	2688	SWAINE & HARRIS, PA	12114	100	INV	01/11/2013	297.00	MATTER NO. 6524-003
90791	2638	TOSHIBA	2260756	100	INV	01/11/2013	283.15	CUST PO 23883
90792	230045	WESTERN AUTO ASSOC STORE	10066918	100	INV	01/11/2013	35.29	UPS
90793	2237	G&K SERVICES	1898091_DEC 2012	100	INV	01/11/2013	30.88	ACCT 1898091
90794	2237	G&K SERVICES	1898097_DEC 2012	100	INV	01/11/2013	101.56	ACCT 1898097
90795	2237	G&K SERVICES	1898090	100	INV	01/11/2013	124.06	ACCT NO. 1898090
90796	2237	G&K SERVICES	1897810_DEC 2012	100	INV	01/11/2013	243.08	ACCT NO. 1897810
90797	10030	W & S ENTERPRISE ACCOUNT	94894	100	INV	01/11/2013	60.84	ACCT NO. 2090697500
90798	377	COMMUNITY ASPHALT CORP.	42849	100	INV	01/11/2013	2,717.60	COLD PATCH
90799	2237	G&K SERVICES	1898096_DEC 2012	100	INV	01/11/2013	106.52	ACCT NO. 1898096
90800	2237	G&K SERVICES	1898099_DEC 2012	100	INV	01/11/2013	105.88	ACCT NO. 1898099
90801	80005	H F SCIENTIFIC INC	00182813	100	INV	01/11/2013	169.04	PARTS
90802	2080	KLENECORP	3380	100	INV	01/11/2013	487.50	COMPUTER SERVICE



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

PG 15
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WARRANT: 20130104 01/11/2013

DUE DATE: 01/11/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90803	2080	KLENECORP	3401	100	INV	01/11/2013	95.00	COMPUTER SERVICE
90804	2128	ODYSSEY MANUFACTURING CO.	175591	100	INV	01/11/2013	468.75	HYPOCHLORITE SOLUTIONS
90805	2523	PNC EQUIPMENT FINANCE, LLC	4271277	100	INV	01/11/2013	123.74	LEASE NO. 139552000
90806	2523	PNC EQUIPMENT FINANCE, LLC	4271276	100	INV	01/11/2013	6,727.20	LEASE NO. 139550000
90807	2657	ELLISON SYSTEMS INC	1356099011	100	INV	01/11/2013	174.84	PAPER PRODUCTS
90808	248	USA BLUEBOOK	849797	100	INV	01/11/2013	173.97	HACH NITRATE/NITRATE T
90809	248	USA BLUEBOOK	850295	100	INV	01/11/2013	70.50	MONOCHLOR F PWDR PILLO
WARRANT TOTAL							98,900.97	

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



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

PG 4
apwarrnt

WARRANT: 20130106 01/15/2013

DUE DATE: 01/15/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90849	2580	J J TAYLOR COMPANIES INC	9352893	100	INV	01/15/2013	130.25	BEVERAGES FOR PRO SHOP
90850	2257	PEACE RIVER DISTRIBUTING CO	00050191	100	INV	01/15/2013	627.64	BEVERAGES FOR PRO SHOP
90851	2775	SOUTHERN WINE & SPIRITS	TS0001-0773-58MDNH-L	100	INV	01/15/2013	177.50	BEVERAGES FOR PRO SHOP
WARRANT TOTAL							935.39	

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

PG 4
apwarrnt

WARRANT: 20130109 01/22/2013

DUE DATE: 01/22/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90914	2257	PEACE RIVER DISTRIBUTING CO	00050297	100	INV	01/22/2013	373.40	BEVERAGE FOR PRO SHOP
WARRANT TOTAL							373.40	

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

PG 10
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WARRANT: 20130105 01/18/2013

DUE DATE: 01/18/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90623	1535	NAPA AUTO PARTS	197833	100	CRM	01/04/2013	-42.54	OIL PRESSURE SWITCH CR
90624	1535	NAPA AUTO PARTS	198456	100	INV	01/04/2013	17.69	DOOR HANDLE
90625	1535	NAPA AUTO PARTS	198341	100	CRM	01/04/2013	-89.75	WARRANTY/CORE DEPOSIT
90684	1535	NAPA AUTO PARTS	198202	100	INV	01/04/2013	15.84	EXHAUST INSULATOR
90763	1535	NAPA AUTO PARTS	198683	100	INV	01/11/2013	31.99	AIR HOSE
90764	1535	NAPA AUTO PARTS	198035	100	INV	01/11/2013	17.38	WIPER BLADE
90765	1535	NAPA AUTO PARTS	198038	100	INV	01/11/2013	9.39	AIR FILTER
90767	1535	NAPA AUTO PARTS	198867	100	INV	01/11/2013	18.00	HI POWER IND V-BELT
90810	2455	CENTURYLINK	JAN '13_312284684	100	INV	01/18/2013	260.00	ACCT NO. 312284684
90811	10030	W & S ENTERPRISE ACCOUNT	94913	100	INV	01/18/2013	30.24	ACCT NO. 2090708200
90812	10030	W & S ENTERPRISE ACCOUNT	94831	100	INV	01/18/2013	60.84	ACCT NO. 1070625900
90813	10030	W & S ENTERPRISE ACCOUNT	94911	100	INV	01/18/2013	30.24	ACCT NO. 2090708000
90814	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-VIRCONCE	100	INV	01/18/2013	29.75	86763-31997: 400 VIRGI
90815	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCCONCE	100	INV	01/18/2013	18.04	86913-31980: 948 N ARC
90816	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCPLKLO	100	INV	01/18/2013	21.26	86903-33953: 948 N ARC
90817	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-TENNISCR	100	INV	01/18/2013	38.39	86833-32970: 400 VIRGI
90818	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-SPEERCEN	100	INV	01/18/2013	12.39	86753-33960: 400 VIRGI
90819	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-VIRGSTOR	100	INV	01/18/2013	9.56	11873-76494: 400 VIRGI
90820	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCLTS	100	INV	01/18/2013	7.43	98315-85519: 948 N ARC
90821	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCNEFIE	100	INV	01/18/2013	471.21	86893-35928: 948 N ARC
90822	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCSOFTB	100	INV	01/18/2013	7.43	79812-41180: 948 N ARC
90823	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-WESTFLD	100	INV	01/18/2013	7.43	79406-02274: 400 VIRGI
90824	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCLL	100	INV	01/18/2013	35.29	59153-15104: 948 N ARC
90825	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 EAST FLD	100	INV	01/18/2013	7.43	13266-99236: 400 VIRGI
90826	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-OAKSCHLX	100	INV	01/18/2013	7.91	40006-94473: 607 E OAK



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

PG 11
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WARRANT: 20130105 01/18/2013

DUE DATE: 01/18/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90827	1535	NAPA AUTO PARTS	198914	100	INV	01/18/2013	37.00	ACCUFIT CONVENTIONAL/I
90828	1535	NAPA AUTO PARTS	198954	100	CRM	01/18/2013	-165.10	WARRANTY/CORE DEPOSIT
90829	1535	NAPA AUTO PARTS	198928	100	INV	01/18/2013	175.50	A/C COMP W/CLUTCH
90830	423	LOUIS' PRYOR SUPPLY, INC	530113	100	INV	01/18/2013	31.03	PARTS
90831	2844	ADVANCE AUTO PARTS	9127301072090	100	INV	01/18/2013	20.00	GSKT/TEMP
90832	106	BOWLING GREEN SMALL ENGINE	26658	100	INV	01/18/2013	7.80	O RING GEAR BOX
90833	30040	CHENANGO SUPPLY CO INC	187092A	100	INV	01/18/2013	521.32	CHAINSAWS
90834	40050	DESOTO AUTOMOTIVE INC	329877B	100	INV	01/18/2013	443.24	HOSE/FITTING/SOCKET/DU
90837	120120	LOU'S PAINT SPOT	141165	100	INV	01/18/2013	37.08	PAINT
90839	120120	LOU'S PAINT SPOT	141118	100	INV	01/18/2013	37.08	PAINT
90840	120120	LOU'S PAINT SPOT	141372	100	INV	01/18/2013	20.15	PAINT
90841	1535	NAPA AUTO PARTS	199191	100	INV	01/18/2013	73.04	EXHAUST INSULATOR
90842	1535	NAPA AUTO PARTS	199186	100	INV	01/18/2013	14.38	FUEL & AIR FILTER
90843	1535	NAPA AUTO PARTS	199059	100	INV	01/18/2013	5.49	WHITE LITHIUM GREASE
90844	1535	NAPA AUTO PARTS	198925	100	INV	01/18/2013	34.18	WINDOW REGULATOR
90845	2657	ELLISON SYSTEMS INC	1356977259	100	INV	01/18/2013	50.76	RECEIPT BOOK
90846	190090	SMITH'S RANCH & GARDEN, INC	101047637	100	INV	01/18/2013	43.96	CHAINSAW BAR OIL
90847	190090	SMITH'S RANCH & GARDEN, INC	101047685	100	INV	01/18/2013	13.93	3" POLY TRIM ROLLER CO
90848	2638	TOSHIBA	2261044	100	INV	01/18/2013	253.83	CUST PO 24022
90852	10030	W & S ENTERPRISE ACCOUNT	95273	100	INV	01/18/2013	30.24	ACCT NO. 2110915600
90853	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-PARK PMP	100	INV	01/18/2013	38.70	86639-39968: 16 S VOLU
90854	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-518OAK	100	INV	01/18/2013	7.71	86546-90547: 518 E OAK
90855	60090	FLORIDA POWER & LIGHT	NOV/DEC '12-645 TURN	100	INV	01/18/2013	856.46	42569-28096: 645 NE TU
90856	1857	FLORIDA RURAL WATER ASSOCIA	2013 FOCUS ON CHANGE	100	INV	01/18/2013	25.00	2013 FOCUS ON CHANGE 0
90857	1535	NAPA AUTO PARTS	199192	100	INV	01/18/2013	47.99	PREM AW 46 HYD FL 5G



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

PG 12
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WARRANT: 20130105 01/18/2013

DUE DATE: 01/18/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90858	2219	UNITED AMERICAN INSURANCE C	JANUARY 2013	100	INV	01/18/2013	439.00	POLICY 8004420
90859	230045	WESTERN AUTO ASSOC STORE	10066973	100	INV	01/18/2013	3.19	FUSE
90860	190207	SUNCOAST FORMS & SYS INC	334623	100	INV	01/18/2013	341.98	OPERATING ACCOUNT CHEC
90861	2854	THE FLORIDA COMMISSION ON H	01162013	100	INV	01/18/2013	20.00	RENEWAL FEE
90862	2150	WASTEQUIP INDUSTRIAL	5112960	100	INV	01/18/2013	6,669.00	DUMPSTERS
90863	2455	CENTURYLINK	JAN '13_312159680	100	INV	01/18/2013	154.95	ACCT NO. 312159680
90864	431	FLORIDA DEPARTMENT OF LAW E	435313	100	INV	01/18/2013	96.00	CUST NO. 31164
90865	2237	G&K SERVICES	DEC 2012_1898100	100	INV	01/18/2013	103.80	ACCT NO. 1898100
90866	172	MCGEE TIRE STORES	L-157616	100	INV	01/18/2013	168.76	TIRES
90867	1771	MOTOROLA	13936984	100	INV	01/18/2013	510.15	BATTERY IMPRES/SMART C
90868	1535	NAPA AUTO PARTS	198923	100	INV	01/18/2013	18.24	OIL FILTER PRO SELECT
90869	1535	NAPA AUTO PARTS	198924	100	INV	01/18/2013	11.28	FUEL FILTER/AIR FILTER
90870	2831	ADS LLC	21959	100	INV	01/18/2013	10,840.00	INSERTION VALVE ASSEMB
90871	2439	TD EQUIPMENT FINANCE INC	00378877	100	INV	01/18/2013	11,772.65	LEASE CONTRACT #400667
90876	80075	HOME OWNERS SUPPLY	232355	100	INV	01/18/2013	6.98	BIT DRILL PERCUSN 3/16
90877	80075	HOME OWNERS SUPPLY	232310	100	INV	01/18/2013	15.99	1/4X1 3/4 PH SLOT HWH
90878	1535	NAPA AUTO PARTS	199251	100	INV	01/18/2013	10.78	GAUGE
90879	1535	NAPA AUTO PARTS	199221	100	INV	01/18/2013	66.88	BRAKE PADS
90880	1535	NAPA AUTO PARTS	199276	100	INV	01/18/2013	16.59	PWR STEERING FL-GAL
90881	2128	ODYSSEY MANUFACTURING CO.	175928	100	INV	01/18/2013	450.00	HYPOCHLORITE SOLUTIONS
90882	2690	PEPSI BOTTLING COMPANY	93981209	100	INV	01/18/2013	356.85	BEVERAGES FOR THE PRO
90883	2610	DIVISION OF MOTOR VEHICLES	01182012	100	INV	01/18/2013	95.25	CONFIDENTIAL PLATES 20
WARRANT TOTAL							35,861.93	

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



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

PG 10
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WARRANT: 20130105 01/18/2013

DUE DATE: 01/18/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90623	1535	NAPA AUTO PARTS	197833	100	CRM	01/04/2013	-42.54	OIL PRESSURE SWITCH CR
90624	1535	NAPA AUTO PARTS	198456	100	INV	01/04/2013	17.69	DOOR HANDLE
90625	1535	NAPA AUTO PARTS	198341	100	CRM	01/04/2013	-89.75	WARRANTY/CORE DEPOSIT
90684	1535	NAPA AUTO PARTS	198202	100	INV	01/04/2013	15.84	EXHAUST INSULATOR
90763	1535	NAPA AUTO PARTS	198683	100	INV	01/11/2013	31.99	AIR HOSE
90764	1535	NAPA AUTO PARTS	198035	100	INV	01/11/2013	17.38	WIPER BLADE
90765	1535	NAPA AUTO PARTS	198038	100	INV	01/11/2013	9.39	AIR FILTER
90767	1535	NAPA AUTO PARTS	198867	100	INV	01/11/2013	18.00	HI POWER IND V-BELT
90810	2455	CENTURYLINK	JAN '13_312284684	100	INV	01/18/2013	260.00	ACCT NO. 312284684
90811	10030	W & S ENTERPRISE ACCOUNT	94913	100	INV	01/18/2013	30.24	ACCT NO. 2090708200
90812	10030	W & S ENTERPRISE ACCOUNT	94831	100	INV	01/18/2013	60.84	ACCT NO. 1070625900
90813	10030	W & S ENTERPRISE ACCOUNT	94911	100	INV	01/18/2013	30.24	ACCT NO. 2090708000
90814	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-VIRCONCE	100	INV	01/18/2013	29.75	86763-31997: 400 VIRGI
90815	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCCONCE	100	INV	01/18/2013	18.04	86913-31980: 948 N ARC
90816	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCPLKLO	100	INV	01/18/2013	21.26	86903-33953: 948 N ARC
90817	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-TENNISCR	100	INV	01/18/2013	38.39	86833-32970: 400 VIRGI
90818	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-SPEERCEN	100	INV	01/18/2013	12.39	86753-33960: 400 VIRGI
90819	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-VIRGSTOR	100	INV	01/18/2013	9.56	11873-76494: 400 VIRGI
90820	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCLTS	100	INV	01/18/2013	7.43	98315-85519: 948 N ARC
90821	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCNEFIE	100	INV	01/18/2013	471.21	86893-35928: 948 N ARC
90822	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCSOFTB	100	INV	01/18/2013	7.43	79812-41180: 948 N ARC
90823	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-WESTFLD	100	INV	01/18/2013	7.43	79406-02274: 400 VIRGI
90824	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-ARCLL	100	INV	01/18/2013	35.29	59153-15104: 948 N ARC
90825	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 EAST FLD	100	INV	01/18/2013	7.43	13266-99236: 400 VIRGI
90826	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-OAKSCHLX	100	INV	01/18/2013	7.91	40006-94473: 607 E OAK



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

PG 11
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WARRANT: 20130105 01/18/2013

DUE DATE: 01/18/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90827	1535	NAPA AUTO PARTS	198914	100	INV	01/18/2013	37.00	ACCUFIT CONVENTIONAL/I
90828	1535	NAPA AUTO PARTS	198954	100	CRM	01/18/2013	-165.10	WARRANTY/CORE DEPOSIT
90829	1535	NAPA AUTO PARTS	198928	100	INV	01/18/2013	175.50	A/C COMP W/CLUTCH
90830	423	LOUIS' PRYOR SUPPLY, INC	530113	100	INV	01/18/2013	31.03	PARTS
90831	2844	ADVANCE AUTO PARTS	9127301072090	100	INV	01/18/2013	20.00	GSKT/TEMP
90832	106	BOWLING GREEN SMALL ENGINE	26658	100	INV	01/18/2013	7.80	O RING GEAR BOX
90833	30040	CHENANGO SUPPLY CO INC	187092A	100	INV	01/18/2013	521.32	CHAINSAWS
90834	40050	DESOTO AUTOMOTIVE INC	329877B	100	INV	01/18/2013	443.24	HOSE/FITTING/SOCKET/DU
90837	120120	LOU'S PAINT SPOT	141165	100	INV	01/18/2013	37.08	PAINT
90839	120120	LOU'S PAINT SPOT	141118	100	INV	01/18/2013	37.08	PAINT
90840	120120	LOU'S PAINT SPOT	141372	100	INV	01/18/2013	20.15	PAINT
90841	1535	NAPA AUTO PARTS	199191	100	INV	01/18/2013	73.04	EXHAUST INSULATOR
90842	1535	NAPA AUTO PARTS	199186	100	INV	01/18/2013	14.38	FUEL & AIR FILTER
90843	1535	NAPA AUTO PARTS	199059	100	INV	01/18/2013	5.49	WHITE LITHIUM GREASE
90844	1535	NAPA AUTO PARTS	198925	100	INV	01/18/2013	34.18	WINDOW REGULATOR
90845	2657	ELLISON SYSTEMS INC	1356977259	100	INV	01/18/2013	50.76	RECEIPT BOOK
90846	190090	SMITH'S RANCH & GARDEN, INC	101047637	100	INV	01/18/2013	43.96	CHAINSAW BAR OIL
90847	190090	SMITH'S RANCH & GARDEN, INC	101047685	100	INV	01/18/2013	13.93	3" POLY TRIM ROLLER CO
90848	2638	TOSHIBA	2261044	100	INV	01/18/2013	253.83	CUST PO 24022
90852	10030	W & S ENTERPRISE ACCOUNT	95273	100	INV	01/18/2013	30.24	ACCT NO. 2110915600
90853	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-PARK PMP	100	INV	01/18/2013	38.70	86639-39968: 16 S VOLU
90854	60090	FLORIDA POWER & LIGHT	DEC/JAN '13-518OAK	100	INV	01/18/2013	7.71	86546-90547: 518 E OAK
90855	60090	FLORIDA POWER & LIGHT	NOV/DEC '12-645 TURN	100	INV	01/18/2013	856.46	42569-28096: 645 NE TU
90856	1857	FLORIDA RURAL WATER ASSOCIA	2013 FOCUS ON CHANGE	100	INV	01/18/2013	25.00	2013 FOCUS ON CHANGE 0
90857	1535	NAPA AUTO PARTS	199192	100	INV	01/18/2013	47.99	PREM AW 46 HYD FL 5G



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

PG 12
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WARRANT: 20130105 01/18/2013

DUE DATE: 01/18/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90858	2219	UNITED AMERICAN INSURANCE C	JANUARY 2013	100	INV	01/18/2013	439.00	POLICY 8004420
90859	230045	WESTERN AUTO ASSOC STORE	10066973	100	INV	01/18/2013	3.19	FUSE
90860	190207	SUNCOAST FORMS & SYS INC	334623	100	INV	01/18/2013	341.98	OPERATING ACCOUNT CHEC
90861	2854	THE FLORIDA COMMISSION ON H	01162013	100	INV	01/18/2013	20.00	RENEWAL FEE
90862	2150	WASTEQUIP INDUSTRIAL	5112960	100	INV	01/18/2013	6,669.00	DUMPSTERS
90863	2455	CENTURYLINK	JAN '13_312159680	100	INV	01/18/2013	154.95	ACCT NO. 312159680
90864	431	FLORIDA DEPARTMENT OF LAW E	435313	100	INV	01/18/2013	96.00	CUST NO. 31164
90865	2237	G&K SERVICES	DEC 2012_1898100	100	INV	01/18/2013	103.80	ACCT NO. 1898100
90866	172	MCGEE TIRE STORES	L-157616	100	INV	01/18/2013	168.76	TIRES
90867	1771	MOTOROLA	13936984	100	INV	01/18/2013	510.15	BATTERY IMPRES/SMART C
90868	1535	NAPA AUTO PARTS	198923	100	INV	01/18/2013	18.24	OIL FILTER PRO SELECT
90869	1535	NAPA AUTO PARTS	198924	100	INV	01/18/2013	11.28	FUEL FILTER/AIR FILTER
90870	2831	ADS LLC	21959	100	INV	01/18/2013	10,840.00	INSERTION VALVE ASSEMB
90871	2439	TD EQUIPMENT FINANCE INC	00378877	100	INV	01/18/2013	11,772.65	LEASE CONTRACT #400667
90876	80075	HOME OWNERS SUPPLY	232355	100	INV	01/18/2013	6.98	BIT DRILL PERCUSN 3/16
90877	80075	HOME OWNERS SUPPLY	232310	100	INV	01/18/2013	15.99	1/4X1 3/4 PH SLOT HWH
90878	1535	NAPA AUTO PARTS	199251	100	INV	01/18/2013	10.78	GAUGE
90879	1535	NAPA AUTO PARTS	199221	100	INV	01/18/2013	66.88	BRAKE PADS
90880	1535	NAPA AUTO PARTS	199276	100	INV	01/18/2013	16.59	PWR STEERING FL-GAL
90881	2128	ODYSSEY MANUFACTURING CO.	175928	100	INV	01/18/2013	450.00	HYPOCHLORITE SOLUTIONS
90882	2690	PEPSI BOTTLING COMPANY	93981209	100	INV	01/18/2013	356.85	BEVERAGES FOR THE PRO
90883	2610	DIVISION OF MOTOR VEHICLES	01182012	100	INV	01/18/2013	95.25	CONFIDENTIAL PLATES 20
WARRANT TOTAL							35,861.93	

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



01/25/2013 09:27
aahorkey

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

PG 4
apwarrnt

WARRANT: 20130108 01/25/2013

DUE DATE: 01/25/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90911	1963 BV OIL COMPANY, INC		DECEMBER 2012_AIRPOR	100	INV	01/25/2013	213.68	DECEMBER 2012 - FUEL/O
90944	10030 W & S ENTERPRISE ACCOUNT		97041	100	INV	01/25/2013	45.36	ACCT NO. 4230114700
WARRANT TOTAL							259.04	

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



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

PG 10
apwarnt

WARRANT: 20130107 01/25/2013

DUE DATE: 01/25/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90885	1963	BV OIL COMPANY, INC	DECEMBER 2012	100	INV	01/25/2013	12,462.55	FUEL/OIL - DECEMBER 20
90886	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 GOLDENLI	100	INV	01/25/2013	97.22	15106-36952: 1180 SW G
90887	1893	ARCADIA DO-IT-BEST HARDWARE	B113632	100	INV	01/25/2013	.26	1/4" ARO MALE PLUG
90888	1893	ARCADIA DO-IT-BEST HARDWARE	A333384	100	INV	01/25/2013	28.05	PLUG/BALL VALVE/GALV B
90889	1893	ARCADIA DO-IT-BEST HARDWARE	A333523	100	INV	01/25/2013	14.22	FILE/TAPE
90890	2301	CB LOCKSMITH	2234	100	INV	01/25/2013	65.00	ADJUST LOCK ON DOOR
90891	10030	W & S ENTERPRISE ACCOUNT	96130	100	INV	01/25/2013	30.24	ACCT NO. 3190623500
90892	10030	W & S ENTERPRISE ACCOUNT	96129	100	INV	01/25/2013	86.57	ACCT NO. 3190623300
90893	2477	STATE OF FLORIDA	3G-7179	100	INV	01/25/2013	259.68	TELEPHONE SERVICE
90894	1507	DM CENTER FOR FAMILY HEALTH	01082013	100	INV	01/25/2013	357.00	C0000237719: Z. BIRGE
90895	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 HIBISCUS	100	INV	01/25/2013	28.86	35352-38921: 200 HIBIS
90896	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 SEWAGE P	100	INV	01/25/2013	5,676.90	24483-39941: 223 S PAR
90898	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 GOLF CAR	100	INV	01/25/2013	1,165.69	26069-35985: 1769 NE L
90899	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 PRO SHOP	100	INV	01/25/2013	9.72	53062-54037: 1769 NE L
90900	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 GOLF MET	100	INV	01/25/2013	46.53	45975-18598: 1769 NE L
90901	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 GOLF RR	100	INV	01/25/2013	39.77	16279-33961: 1769 NE L
90902	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 GOLF PUM	100	INV	01/25/2013	19.50	16289-31998: 1769 NE L
90903	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 GVT OL	100	INV	01/25/2013	30.21	26059-37958: 1769 NE L
90904	1310	GE CAPITAL	78188772	100	INV	01/25/2013	2,668.29	BILLING ID NO. 9013620
90905	2624	INTERSTATE BATTERIES OF FOR	30000956	100	INV	01/25/2013	224.16	BATTERIES
90906	2473	KED GROUP, INC	2744	100	INV	01/25/2013	1,539.00	EK26
90907	1535	NAPA AUTO PARTS	199115	100	INV	01/25/2013	91.99	REPLACEMENT LAMP
90908	200075	TOTAL PEST CONTROL OF	843201	100	INV	01/25/2013	45.00	PEST CONTROL
90909	190090	SMITH'S RANCH & GARDEN, INC	102062317	100	INV	01/25/2013	13.16	BATTERY C ALK EVER
90910	230065	WINDEMULLER TECHNICAL SRVCS	047045	100	INV	01/25/2013	1,409.21	SERVICE



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

PG 11
apwarrnt

WARRANT: 20130107 01/25/2013

DUE DATE: 01/25/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90912	40050	DESOTO AUTOMOTIVE INC	329974B	100	INV	01/25/2013	10.33	REDUCER/RUBBER DUST CA
90913	2080	KLENECORP	3412	100	INV	01/25/2013	142.50	COMPUTER REPAIRS
90915	2599	CENTURYLINK	K110205251	100	INV	01/25/2013	568.00	REPAIR
90916	2599	CENTURYLINK	K120701804	100	INV	01/25/2013	250.00	REPAIR
90917	1679	ARCADIA PRINTING, LLC	11418	100	INV	01/25/2013	69.00	ENVELOPES
90918	2345	DESOTO SHIRT &HAT, CRYSTAL I	1721	100	INV	01/25/2013	40.00	PLAQUE
90919	1085	EMCI WIRELESS	SEB01IN5306	100	INV	01/25/2013	49.45	LABOR/POWER CABLE
90920	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 324WOAKS	100	INV	01/25/2013	7.91	24800-91236: 324 W OAK
90921	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 415WOAKS	100	INV	01/25/2013	7.82	54755-19517: 415 W OAK
90922	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 TRF LGTS	100	INV	01/25/2013	157.98	75897-38967: TRF LGTS
90923	70010	GALL'S INC	000311827	100	INV	01/25/2013	181.66	TACTICAL HOLSTER
90924	1535	NAPA AUTO PARTS	199404	100	INV	01/25/2013	46.95	NEW WATER PUMP
90925	2128	ODYSSEY MANUFACTURING CO.	175927	100	INV	01/25/2013	446.25	HYPOCHLORITE SOLUTIONS
90926	2587	PITNEY BOWES GLOBAL FINANCI	8364259-JA13	100	INV	01/25/2013	60.94	LEASE ACCT NO. 8364259
90928	2477	STATE OF FLORIDA	23-5362	100	INV	01/25/2013	9.26	SUNCOM NETWORK - DECEM
90929	10030	W & S ENTERPRISE ACCOUNT	97143	100	INV	01/25/2013	4,358.10	ACCT NO. 4250123800
90930	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 CITY HAL	100	INV	01/25/2013	679.14	26417-31993: 123 W HIC
90931	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 WAY BLDG	100	INV	01/25/2013	743.12	16067-36906: 23 N POLK
90932	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 82KENTUC	100	INV	01/25/2013	29.23	37656-54235: 82 KENTUC
90933	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 90ARIZON	100	INV	01/25/2013	19.44	33796-67185: 90 ARIZON
90934	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 92KENTUC	100	INV	01/25/2013	56.59	71875-30493: 92 KENTUC
90935	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 18MICHIG	100	INV	01/25/2013	19.16	70964-16347: 18 MICHIG
90936	1700	FLORIDA POWER & LIGHT COMPA	DEC/JAN '13 MHP	100	INV	01/25/2013	1,167.43	SUMMARY BILL 28466-695
90937	450	LAZENBY & ASSOCIATES	12455	100	INV	01/25/2013	2,249.65	TURBIDMETER
90938	1105	ROBIN GREIWE MIDULLA, P.A.	10669	100	INV	01/25/2013	192.50	PROFESSIONAL SERVICES



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

PG 12
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WARRANT: 20130107 01/25/2013

DUE DATE: 01/25/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90939	2839	MORTON SALT INC	5400063501	100	INV	01/25/2013	2,613.45	ISCO CRYSTALS
90940	2128	ODYSSEY MANUFACTURING CO.	176236	100	INV	01/25/2013	421.50	HYPCHLORITE SOLUTIONS
90941	2523	PNC EQUIPMENT FINANCE, LLC	4305114	100	INV	01/25/2013	6,727.20	LEASE NO. 139550000
90942	2523	PNC EQUIPMENT FINANCE, LLC	4305115	100	INV	01/25/2013	123.74	LEASE NO. 139552000
90943	2776	VERIZON WIRELESS	6835586584	100	INV	01/25/2013	80.02	ACCT NO. 323656740-000
90945	2857	CAHILL'S CREATIVE COLORS IN 9003		100	INV	01/25/2013	75.00	REPAIR
90946	230045	WESTERN AUTO ASSOC STORE	10067198	100	INV	01/25/2013	35.55	UPS
90947	190070	SHORT ENVIRONMENTAL	13-0172	100	INV	01/25/2013	150.00	SAMPLE 1/8/2013
WARRANT TOTAL							48,197.65	

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



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

PG 8
apwarrnt

WARRANT: 20130111 02/01/2013

DUE DATE: 02/01/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90957	2844	ADVANCE AUTO PARTS	9127302372478	100	INV	02/01/2013	75.98	HYDRAULIC FLD
90958	106	BOWLING GREEN SMALL ENGINE	26968	100	INV	02/01/2013	28.13	PTO SWITCH
90959	2455	CENTURYLINK	JAN '13_312243494	100	INV	02/01/2013	130.00	ACCT 312243494
90960	2455	CENTURYLINK	JAN '13_311032795	100	INV	02/01/2013	149.48	ACCT NO. 311032795
90961	10030	W & S ENTERPRISE ACCOUNT	95664	100	INV	02/01/2013	60.84	ACCT NO. 3150252900
90962	40050	DESOTO AUTOMOTIVE INC	330120B	100	INV	02/01/2013	33.48	ENGINE DECK BELT REPL
90963	2606	FLC, INC	INVOICE 2	100	INV	02/01/2013	1,491.75	BILLING MONTHS 4, 5 &
90964	2606	FLC, INC	INVOICE 3	100	INV	02/01/2013	284.85	BILLING MONTHS 1,2 & 3
90965	2606	FLC, INC	INVOICE 4	100	INV	02/01/2013	417.08	BILLING MONTHS 1, 2 &
90966	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 STREET L	100	INV	02/01/2013	6,664.51	75847-31934: STREET L
90967	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 ORANGE	100	INV	02/01/2013	283.92	38815-93564: 1 ORANGE
90968	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 TREE OF	100	INV	02/01/2013	35.19	37213-04404: 1 N DESOT
90969	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 HICK OL	100	INV	02/01/2013	20.86	11635-82172: 34 W HICK
90970	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 GARAGE	100	INV	02/01/2013	286.06	24443-30944: 200 S PAR
90971	60090	FLORIDA POWER & LIGHT	DEC/JAN '13 BALDWIN	100	INV	02/01/2013	599.54	25256-87261: 30 S BALD
90972	80125	LOU'S HYDRAULIC SALES & SER	5504A	100	INV	02/01/2013	92.62	HOSE/FEMALE JIC SWIVEL
90973	120120	LOU'S PAINT SPOT	141482	100	INV	02/01/2013	19.36	PAINT
90974	2596	MAULDIN & JENKINS	533840	100	INV	02/01/2013	5,230.00	CLIENT NO. 07710876.00
90975	172	MCGEE TIRE STORES	158576	100	INV	02/01/2013	80.82	TIRES
90976	40106	DESOTO INS AGENCY INC	82473	100	INV	02/01/2013	466.00	END NO 3 - PK FL1 0142
90977	1191	CAMPBELL SERVICES & TURF PR	5013	100	INV	02/01/2013	2,215.88	REEL GRINDING/PARTS/LA
90978	2658	CINTAS DOCUMENT MANAGEMENT	DD69070880	100	INV	02/01/2013	38.85	DOCUMENTS SHREDDING
90979	1017	FLORIDA DEPARTMENT OF REVEN	01102013	100	INV	02/01/2013	4,675.00	RT #9975122
90980	1535	NAPA AUTO PARTS	199564	100	INV	02/01/2013	22.20	TIRE REP STRIPS BX60
90981	2128	ODYSSEY MANUFACTURING CO.	176235	100	INV	02/01/2013	424.50	HYPOCHLORITE SOLUTIONS



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

PG 9
apwarrnt

WARRANT: 20130111 02/01/2013

DUE DATE: 02/01/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
90982	2036	ROY PELLETIER	1-2013	100	INV	02/01/2013	119.00	CHLORINATION PRINCIPLE
90983	2523	PNC EQUIPMENT FINANCE, LLC	4305120	100	INV	02/01/2013	1,727.25	LEASE NO. 152655000
90984	190090	SMITH'S RANCH & GARDEN, INC	101048561	100	INV	02/01/2013	2.99	ACE BATTERY 9 V ALKALI
90985	1405	THE SUN	012013155159	100	INV	02/01/2013	103.00	GOLF DIRECTORY 12/25-1
90986	2776	VERIZON WIRELESS	6835586585	100	INV	02/01/2013	222.86	ACCT NO. 323656822-000
90987	230015	WALMART COMMUNITY BRC	01162013	100	INV	02/01/2013	736.21	6032 2020 0058 1901
90988	2674	CARDINAL CONTRACTORS INC	31106-11	100	INV	02/01/2013	118,642.08	PROGRESS PAYMENT REQUE
WARRANT TOTAL							145,380.29	

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

Air-Cadia

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

FLOWAGE AND HANGER RENT REPORT December 2012

<i>Aviation Fuel</i>	<i>814.9 GALLONS @ \$0.01/ga</i>	<i>\$</i>	<i>8.15</i>
<i>Lubrication oil.....</i>	<i>0.50Gallons.04/gal</i>	<i>\$</i>	<i>.02</i>
<i>Tiedown Fee.....</i>	<i>15.00/50%</i>	<i>\$</i>	<i>7.50</i>
<i>BLDG F.....</i>	<i>900.00/90%</i>	<i>\$</i>	<i>810.00</i>
<i>T-hangers.....</i>	<i>4000.00/90%</i>	<i>\$</i>	<i>3,600.00</i>
<i>Late Fee.....</i>	<i>00.00/90%</i>		<i>00.00</i>

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

Adjustments Prepaid-Nicolai -December 90% (\$90.00)

<i>Collect-Greene-November</i>	<i>\$ 180.00</i>
<i>Greene-November Late chg</i>	<i>22.50</i>
<i>Greene-October</i>	<i>180.00</i>
<i>Greene-October Late charge</i>	<i>22.50</i>

<i>Ring-November</i>	<i>\$ 180.00</i>
<i>Ring-November Late Chg</i>	<i>22.50</i>
<i>Ring October</i>	<i>180.00</i>
<i>Ring-October Late Charge</i>	<i>22.50</i>

Total due City for December 2012 \$ 5,145.67
Paid Check # 2568



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

To: PD 1/17/13
Pd. # 25⁰²

Date Submitted: 1/16/13
Event Name Arcadia Habitat Orientation
Event Location Senior Friendship Room
Date(s) of Event 2/7/13 Hours of Event 5:30 PM-8PM
Expected Attendance 25
Event Sponsor Habitat for Humanity Non-Profit? YES NO
Description of Event Education / Orientation
re: Habitat program

Contact Person Jane Breylinger Telephone (813) 446-1715
Fax # 863-494-0962 Email desoto.habitat@earthlink.net
Insurance Carrier Lockton Risk
Insurance Agent Chuck Agent's Phone _____

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

If Yes, please specify locations: _____

Other Pertinent Information: class w/ power points

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

Received by: V. [Signature] Date: 1/17/13
City Marshal Approved Disapproved
City Administrator Approved Disapproved
City Council Approved Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Jane Breylinger, as Executive Director of Arcadia DeSoto Habitat for Humanity Inc, do hereby agree to hold the City of Arcadia, (Club, organization, group, etc)

its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Orientation to be held at Way Bldg, Senior Friendship on 2/7/13.

By: Jane Breylinger (Signature)
Printed Name: Jane Breylinger
Entity Name: Arcadia Habitat
Its: _____
Date: 1/17/13

STATE OF FLORIDA
COUNTY OF DeSoto

Sworn to and subscribed before me this 17th day of JAN, 2013, by JANE Breylinger, as _____ of ARCADIA HABITAT, who is personally known to me or has produced _____ as identification.

Virginia S. Haas
NOTARY PUBLIC

(SEAL)
VIRGINIA S. HAAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE127736
Expires 9/8/2015

SPECIAL EVENTS

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

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

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

- a. A narrative describing the approximate number of people expected to attend,
- b. Whether signs will be placed in the city rights-of-way,
- c. Any special or unusual circumstances (cooking, alcoholic beverages, wildlife, fireworks, carnival type rides, outdoor music, etc.)
- d. Indicate whether additional electric service will be required, and if so where.
- e. Whether streets will be closed, or barricades erected.
- f. Include details of traffic control, emergency access and parking arrangements.
- g. Describe the provisions made for collection of trash, garbage & recycling.
- h. If applicable, specify the location and indicate whether or not you have the owner's permission to hold the event at that location and provide owner's contact information.

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

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

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

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

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

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

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

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

Jane Breylinger Arcadia Habitat 1/16/13
Signature of Applicant/Event Sponsor Date

Jane Breylinger 813-446-1715
PRINTED Name of Above Contact Phone #

PAID \$25 fee
TO PD + PW
1/29/13



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 1-29-2013
Event Name Students working Against Tobacco Video Shoot
Event Location OAK + Polk
Date(s) of Event Feb 24 Hours of Event 0900-1200
Expected Attendance 30
Event Sponsor Quit Polc Non-Profit? YES NO
Description of Event Mico-Teen Zombie Video Shoot

Contact Person Kirk Voelker Telephone () 941 544-3021 cell
Fax # _____ Email D.VOELKER @ QUITPOLC.COM

Insurance Carrier _____
Insurance Agent _____ Agent's Phone _____

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

If Yes, please specify locations: corner of OAK and Polk
will need to be closed for 15-30 min intermittently

Other Pertinent Information: _____

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

Received by: V. Hum Date: 1/29/13
City Marshal Approved Disapproved
City Administrator Approved Disapproved
City Council Approved Disapproved

\$25.00
CASH PD.
1/29/13

INDEMNIFICATION & HOLD HARMLESS

I, Kirk Voelker, as Member of Quit Doc Education, do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Zombie Video to be held at Oak & Polk street on February 24th, 2013

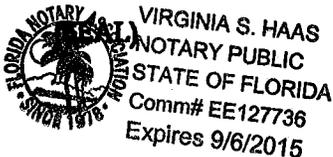
By: [Signature]
Printed Name: Kirk Voelker MD
Entity Name: Quit Doc Education
Its: _____
Date: 1/26/13

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 29th day of January, 2013, by Kirk Voelker, as _____ of Quit Doc Education, who is personally known to me or [] has produced _____ as identification.

[Signature]
NOTARY PUBLIC





January 25, 2013

Arcadia City Council,

Quit Doc Education and Research Foundation is applying for a special events permit in order to allow the creation of a Students Working Against Tobacco video on the corner of Oak and Polk street. The video shoot is scheduled for Sunday February 24th from 9AM to 12 PM. We request the use of a portion of the city parking lot (approximately six parking spaces) on Polk for staging and make up. We also request the use of two parking spaces on the northwest corner of Oak and Polk for equipment.

We expect participation of 20-30 Middle and high school students for this event. Though most of the video shoot will be on the sidewalks and alleys, we will require the assistance of two police officers to intermittently control traffic on this corner for 15 to 30 minutes. There are only three video scenes requiring interrupting traffic. Traffic will be held for each video take for up to 3 minutes. Since this is on a Sunday morning, we do not anticipate much interruption of traffic flow. We can work these video takes to accommodate the police schedule between 10AM-12PM.

We expect there to be minimal need for clean up and will be responsible for cleaning up any trash associated with this video shoot.

Thank You for Your Assistance,



Kirk G. Voelker MD

Quit Doc LLC - Corporate Office
1537 State St. Sarasota, FL 34236
866.355.7848 Fax 877.576-1434

SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

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

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

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



Signature of Applicant/Event Sponsor
Kirk Vaeltken

PRINTED Name of Above

1/26/13

Date
877-576-1434

Contact Phone #

To PD + PW
1/30/13
Pd \$50⁰⁰
for Feb +
MARCH



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 1/30/13
Event Name TEAM Arcadia Car Show
Event Location DAK street
Date(s) of Event 2/16/2013 Hours of Event 5:00 PM to 9:00 PM
Expected Attendance 75+ + 3/16/13
Event Sponsor TEAM Arcadia Non-Profit? YES NO
Description of Event Car show

Contact Person John Super Telephone (941) 812-8005
Fax # _____ Email jsuper70@gmail.com

Insurance Carrier _____
Insurance Agent _____ Agent's Phone _____

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

If Yes, please specify locations: _____

Other Pertinent Information: _____

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

Received by: V. J... Date: 1/30/13
City Marshal Approved Disapproved
City Administrator Approved Disapproved
City Council Approved Disapproved

Pd \$50⁰⁰
Feb + MARCH

INDEMNIFICATION & HOLD HARMLESS

I, John Super as President of TEAM Arcadia do hereby agree to hold the City of Arcadia, its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the TEAM Arcadia Car Show be held at Oak St on 2/16/2013.

(Printed Name) (Title or Office Held) (Club, organization, group, etc) (Name of Event) (Location) (Date)

By: John Super (Signature) Printed Name: John Super Entity Name: TEAM ARCADIA Its: President Date: 1/30/13

STATE OF FLORIDA

COUNTY OF DESOLO

Sworn to and subscribed before me this 30th day of JAN, 2013, by John Super as President of Team ARCADIA who [] is personally known to me or [] has produced _____ as identification.



VIRGINIA S. HAAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE127736
Expires 6/8/2016

Virginia S. Haas
NOTARY PUBLIC

SPECIAL EVENTS

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

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- d. Indicate whether additional electric service will be required, and if so where.
- e. Whether streets will be closed, or barricades erected.
- f. Include details of traffic control, emergency access and parking arrangements.
- g. Describe the provisions made for collection of trash, garbage & recycling.

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

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

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

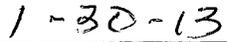
- I have read and agree to abide by the terms and conditions set forth above,
- that I will be designated as the (sole) contact person for the event,
- that I will be responsible for applying for and attaching all required permits and documentation, and
- that I am responsible for any fees which may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



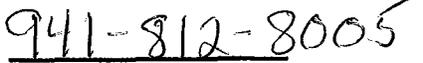
Signature of Applicant/Event Sponsor



PRINTED Name of Above



Date



Contact Phone #

To: PD
+ PW
1/30/13



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 1-30-13

Event Name 90th Birthday - MARGARET WAY

Event Location DINING ROOM - WAY'S Bldg

Date(s) of Event 3-10-13 Hours of Event 3-5:30

Expected Attendance 100

Event Sponsor C-RELD Non-Profit? YES NO

Description of Event
DROP-IN

Contact Person CANDY RELD Telephone 863-558-3445

Fax # _____ Email MAWAY@embargoMALL

Insurance Carrier _____

Insurance Agent _____ Agent's Phone _____

Set up
Saturday
3-9-13
City Clean-up
Monday
A.M

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

If Yes, please specify locations: _____

Other Pertinent Information: _____

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

Received by: V. Am Date: 1/30/13

City Marshal _____ Approved _____ Disapproved _____

City Administrator _____ Approved _____ Disapproved _____

City Council _____ Approved _____ Disapproved _____

pd by City
Admin Staff

INDEMNIFICATION & HOLD HARMLESS

I, Candy Reid, as _____ of _____

(Printed Name)

(Title or Office Held)

_____, do hereby agree to hold the City of Arcadia, _____

(Club, organization, group, etc)

its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the MISS MARGARETS to

(Name of Event)

be held at Way Bldg on 3-10-13

(Location)

(Date)

By: Candy Reid

(Signature)

Printed Name: CANDY Reid

Entity Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF Desoto

Sworn to and subscribed before me this 30th day of JAN, 2013, by CANDY Reid, as _____ of _____, who is personally known to me or has produced _____ as identification.

Virginia S. Haas
NOTARY PUBLIC



(SEAL)
VIRGINIA S. HAAS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE127736
Expires 9/6/2015

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Walk-a-thons
Tournaments
Concerts
Battles of the Bands

Fairs
Expo's
Parades
Pony Rides
Car Shows
Fireworks Displays

Carnivals
Tent Sales
Road Races
Petting Zoos
Boat Shows
Public Gatherings

PARTY

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

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

Candy Reid
Signature of Applicant/Event Sponsor

1-30-13
Date

CANDY REID
PRINTED Name of Above

558-8445
Contact Phone #

for Miss MARGARETS 90th
Birthday Celebration on 3-18-13



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

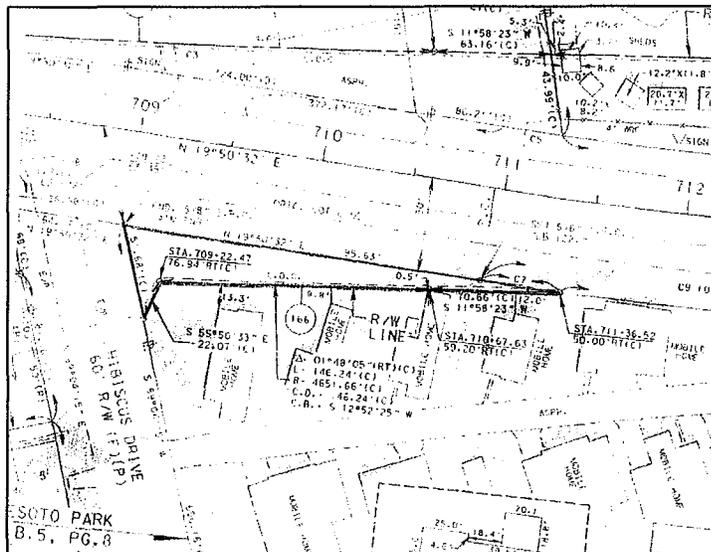
DATE: January 30, 2013

SUBJECT: MHP and Hwy 17 Widening Update

A lot of research and negotiating has taken place in the past couple months. FDOT had been indicating that the city would be on the hook for paying to relocate our utilities within their ROW but with a lot of research we were able to locate deeds and easements that provided the city a compensable interest in the ROW. This ultimately means FDOT will be paying to relocate any city utilities that may be within that ROW. Attached is a letter approving our request for reimbursement due to the compensable interest the city holds in the ROW. We will enter into an agreement for the FDOT contractor to perform the relocations so there will be no "reimbursement" to the city as FDOT will just pick up that cost during their construction. However, we have to pay up front for any engineering our engineer performs in designing the construction plan portion of the utility relocation but those costs are 100% reimbursable to the city by FDOT. Any needed agreements will be brought in front of council over the next few months.

As mentioned at the last council meeting, the FDOT will need to secure additional right-of-way from the City of Arcadia at the northeast corner of 17 and Hibiscus Drive. A sketch of the area is below.

Although it was very close, no mobile homes had to be moved and no lots were lost. The appraisal for the below parcel has been completed and the estimate of value is \$7,800. The entire appraisal is in administration if anyone wishes to review it. The FDOT has placed an offer on the table to purchase the below parcel for \$7,800. The purchase agreement is included in your packet. There will be additional paperwork and a closing in the future.





Florida Department of Transportation

RICK SCOTT
GOVERNOR

District One, Utilities Department
801 North Broadway Avenue* Bartow, Florida 33830
(863) 519-2532* (863) 519-5152* MS 1-11

ANANTH PRASAD
SECRETARY

www.dot.state.fl.us

January 21, 2013

Judi Jankosky, City Administrator
City of Arcadia
223 South Parker Avenue
Arcadia, Florida 34266

RE: FP ID : 193898-2-52-01
 Section : 04020
 SR : 35
 County : Desoto
 Description : Fm CR 760A to Heard Str.
 DOC# : 1

Dear Ms Jankosky:

The Department has reviewed and approved your request for reimbursement on this project. This is your approval to proceed with preliminary engineering. All work must be completed in accordance with the Department Procedures 710-010-050. This procedure can be accessed at www.dot.state.fl.us/proceduraldocuments.

Your preliminary engineering and planning cost will not be paid until a Reimbursable Agreement Package is executed with the Department. This Reimbursable Agreement Package, including the Department's Roadway Construction plans, will be/or has been sent to your office. It is also important to remember, the reimbursable work performed on this project will be paid only upon receipt of your partial/final invoices for the work performed and paid for by your agency.

If your Agency has a need to be paid for the preliminary engineering costs, prior to the payment of your reimbursable utility work, you will need to send a letter stating your intent to invoice the Department separately for your preliminary engineering costs. This letter should include the estimate for your preliminary engineering costs and the approximate date that you plan to invoice the Department.

Thank you for your cooperation. If you have any questions, please give us a call.

Sincerely,


Gary Beagles
Utility Supervisor

GJB/JRW/jrw #009A
Enclosure(s)

XC: Ray Porter, Design Project Manager (MS 1-29)
Sally Prescott, Cardno TBE
Utility Subord./Invoice Log Book Manager (MS 1-11)

Revised 1/7/2013 KB

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Seller agrees the purchase price reflected in paragraph II above includes compensation for all fees, costs & business damage claims, if any.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page _____ is made a part of this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Buyer

Signature Date

State of Florida Department of Transportation

Type or print name

BY: _____
Signature Date

Signature Date

Type or print name and title

Type or print name

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this ____ day of _____, _____.

BY: _____
Signature

Type or print name and title

Legal Review: _____
Date

Type or print name and title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
 RIGHT OF WAY
 08/09

The City of Arcadia
 Honorable Mayor, Keith Keene
 c/o Ms. Judith Jankosky, Interim City Administrator
 23 N. Polk Ave.
 Arcadia, FL 34266-3953

ITEM/SEGMENT NO.: 1938982
 MANAGING DISTRICT: ONE
 F.A.P. NO.: TCSP 051 U
 STATE ROAD NO.: 35 (US 17)
 COUNTY: DESOTO
 PARCEL NO.: 166

Dear Vendor:

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name	Phone Number
Business Name, if different from above	Phone Number
Address (number, street, and apt. or suite no.)	OWNERSHIP INTEREST <input type="checkbox"/> Sole Owner <input type="checkbox"/> Part Owner with _____ % interest <input type="checkbox"/> Not Applicable (Vendor Only)
City, State, and ZIP Code	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): _____ - _____ - _____

For other entities, it is your employer identification number (EIN): _____ - _____

If you do not have a TIN, see attached instructions for **How to get a TIN.**

Below, choose one number that accurately describes the business or the individual.

- 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION
 (A corporation formed under the laws of any state within the United states.)
- 2 - NOT FOR PROFIT CORPORATION (Section 501(c)(3) Internal Revenue Code)
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC
- 4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC
- 5 - NONCORPORATE RENTAL AGENT
- 6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
- 7 - FOREIGN CORPORATION OR ENTITY (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
 Is income effectively connected with business in the United States? YES NO
- 8 - NONRESIDENT ALIEN (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

Certification.	
Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).	
Sign Here _____	Date _____
Title _____	Email (optional) _____



MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, City Administrator 

DATE: January 29, 2013

SUBJECT: Arcadia Airport and Friends of Arcadia Airport

Per BOTH responses from the FAA:

“A pavilion is a non-aeronautical use. “

“This is a non-aeronautical proposal.”

“a pancake breakfast by a group of pilots IS NOT an aeronautical use, because you don't need access to a runway to eat a stack of flapjacks.”

“Having a pancake breakfast in a hangar at the airport which normally has airplanes in it, which may be what is discussed below, is different that building a pavilion with airfield access to have parties and picnics. Hangars house airplanes and need access to a runway. Picnic areas do not.”

“This is a non-aeronautical use and the City is free to deny access completely.”

However, no one has said the pavilion is not wanted and has asked council to deny the request. What is asked that the proposal be put on hold until the master plan and ALP is updated. If Friends do not want to wait for the master plan and ALP update, Friends of Arcadia Airport may submit the following items to the city:

Detailed plan of the proposal – uses, hours, access, security controls, parking, construction engineering (height, footprint...)

Provide an updated ALP showing the location of the pavilion, not just a map but an engineered ALP drawn to scale

Economic study to validate the proposed location would produce de minimis revenue to the airport (the location isn't worth much and never will or if the land has value how the airport will be compensated) and justify the use of aeronautical use land for non-aeronautical purposes

To conclude the comparison of EAA and Friends of Arcadia Airport. The EAA is a nationally recognized aviation organization. The Lake Placid High School developed an aerospace and aviation program as part of a three-course sequence in the Science, Technology, Engineering, and Math sequence accredited by the Florida Department of Education. The EAA will provide vocational training and a ground school at the Sebring airport as part of this Florida Department of Education accredited program. Although their ground lease on paper may look to be “free”, comparable revenue to the airport for this “free” lease, that had to be studied and justified, will be generated through payments from the EAA to the airport for events they hold, fees they charge for services, income they receive...thus the reason they are allowed to build the Aviation Development and Education Center on airport grounds. The EAA just did not get to choose a location and build whatever they wanted, wherever they wanted on free land. Economic studies, engineered plans, regulatory permitting (FDEP, SWFWMD...) and a formal review and approval from the FAA were required for this to happen.

J Jankosky

From: Rebecca.Henry@faa.gov
Sent: Friday, January 25, 2013 10:25 AM
To: J Jankosky
Cc: Krystal.Ritchey@faa.gov
Subject: Re: Arcadia Airport

Judi,

Thank you for coordinating this issue with the FAA. My answers to your questions are listed below each of your questions.

We are pleased that Arcadia is being diligent about their federal requirements. If I can be of further assistance, please let me know.

Rebecca Henry
Orlando Airports District Office

From: J Jankosky <jjankosky@arcadia-fl.gov>
To: Rebecca Henry/ASO/FAA@FAA
Date: 01/18/2013 11:24 AM
Subject: Arcadia Airport

Rebecca,

I have attached a packet that includes the current airport layout plan, a map showing the proposed location of a pavilion, a photo of a similar pavilion and the agreement supplied by the community group constructing the pavilion for your reference.

I have been asked by my City Council to ascertain the following information:

Would a pavilion, with picnic tables and a cooking area, used to host events such as fly-in pancake breakfasts, educational seminars and pilot get-togethers constitute an aeronautical use or a non-aeronautical use?

A pavilion is a non-aeronautical use. All non-aeronautical uses of airport property must be approved by the FAA. A non-aeronautical use in the area shown in the exhibit you attached may not be acceptable to this office.

If the pavilion was donated to the city (sponsor), would it be revenue diversion if the airport did not receive any type of fair market rent from the city (sponsor)?

It may as the airport should receive Fair Market Value Rent for the use of airport land.

It has been suggested the airport accept the pavilion as an airport owned asset rather than the city (sponsor). As airport manager I do not recommend the airport hold liability and pay insurance on non-aeronautical assets/uses as that is not a prudent (or allowed) use of airport revenue but if the airport was *required* by the city to accept the pavilion as an airport asset so the city would not have to pay fair market rent of the real estate could that be considered revenue diversion?

While the airport could accept a donation of the building, we agree with your assessment that there could be liabilities associated with allowing non-aeronautical recreation on airport property. If the pavilion were donated to the airport, the airport fund would still need to be compensated for the use of the property, either Fair Market Value annually/monthly, or on a per-use basis.

Would it be revenue diversion to use airport revenue to market the pavilion and manage the rental of the pavilion?

Probably not, as long as the funds generated from the rental of the facility were deposited into the airport fund.

Would allowing the construction of the pavilion on an area that is shown as aeronautical use land in our airport layout plan violate grant assurances such as the airport layout plan assurance?

Any on-airport construction must be coordinated with the FAA at least 60 days in advance of the proposed start date, and approved by the FAA. By doing this, the airport would be acting consistently with grant assurance 29, Airport Layout Plan. However, as previously stated in this e-mail, this office would need to analyze if the location you have proposed for this pavilion is an appropriate location for a non-aeronautical land use.

Our airport consultant, our city attorney, that also represents Sebring airport, and I recommend that the pavilion project be put on hold until the updated master plan and airport layout plan has been completed as the airport has not examined our goals or discussed any plans for future development in nearly 20 years. We are also under the opinion that the proposed location is prime real estate for future aeronautical development as it is along the access road and near both taxiways and that the FAA would not approve a non-aeronautical use on prime real estate nor would the FAA approve a non-aeronautical use just anywhere on the property without the proper studies, engineering, justifications and plans approved by the FAA. Do you have an opinion as to our recommendation and opinions?

It would be more than appropriate for the airport to use their master planning process to develop a plan for land use at the airport. It appears prudent to do as you suggest and hold off on a decision until the Master Plan process helps you determine the best uses for airport property.

Can you confirm if the airport is allowed to deny requests for non-aeronautical uses, facilities and activities at the airport without violating grant assurances as non-aeronautical uses, facilities and activities are not protected by the economic discrimination grant assurance?

The airport is in no way obligated to entertain non-aeronautical proposals for airport property. This is a non-aeronautical proposal. The proposers of this project would not be protected by Grant Assurance 22, Economic Non-discrimination. Grant assurance 22 states that aeronautical users must be allowed access. Aeronautical users include aircraft and rotorcraft, skydivers, ultralights, Fixed Base Operators, and flight schools, just to name a few.

We thank you in advance for your time in answering our questions.

Judi Jankosky
City Administrator
City of Arcadia
23 N. Polk Ave.
Arcadia, FL 34266
Office 863-494-4114
Fax 863-494-4712
Cell 863-303-1165

Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Fla. Stat. 668. 6076. "Under Florida law, e-mail address are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing." [attachment "FAA pavilion question.pdf" deleted by Rebecca Henry/ASO/FAA]

J Jankosky

From: Rebecca.Henry@faa.gov
Sent: Tuesday, January 29, 2013 8:56 AM
To: J Jankosky
Cc: J Jankosky; Krystal.Ritchey@faa.gov; mmoon@hanson-inc.com; TJ Wohl; tparker@hanson-inc.com
Subject: RE: Grant issues

Judi,

Thank you for your e-mail.

Although it may seem appropriate to compare airports and who is doing what, we do not agree with that approach. We have a saying around here, "If you've seen one airport, you've seen one airport". I don't know the particular circumstances of the situations discussed below, and we would have to look at the situation in totality to understand a decision. The fact is, some of the examples mentioned actually may not be approved or endorsed by the FAA at all.

Bottom line: a pancake breakfast by a group of pilots IS NOT an aeronautical use, because you don't need access to a runway to eat a stack of flapjacks.

Having a pancake breakfast in a hangar at the airport which normally has airplanes in it, which may be what is discussed below, is different than building a pavilion with airfield access to have parties and picnics. Hangars house airplanes and need access to a runway. Picnic areas do not.

Some airport sponsors may welcome a non-aeronautical use like this, these friends of the airport, because it is good PR and is considered a community use. There is nothing wrong with that. Consistent with the FAA Policy on airport revenue use, the airport sponsor may offer a reduced lease rate to a group like this, provided the property would otherwise produce de minimis revenue (no one else wants to lease it and it isn't worth much). However, \$1 or \$0 is RARELY appropriate for these groups, including the EAA, as discussed below.

Again, no one is saying this group is not welcome. You've told them you want an opportunity to plan the land uses at your airport, which is reasonable. If you agreed to their proposed location for this NON-AERONAUTICAL USE now, you may regret it later, because you just aren't sure if you need this property to meet aeronautical demand. A Master Plan could help you make that decision.

I wish I could offer you additional input, but in the Agency's eyes, it is as simple as that. This is a non-aeronautical use and the City is free to deny access completely. Further, the City would be compelled to submit details of any non-aeronautical proposal to this office and request a change to the ALP to allow for construction of this facility. Based on the current ALP, this proposal does not appear consistent with airport plans, so we may not be able to agree with the proposal.

Rebecca Henry
Orlando Airports District Office

From: J Jankosky <jjankosky@arcadia-fl.gov>
To: J Jankosky <jjankosky@arcadia-fl.gov>, Rebecca Henry/ASO/FAA@FAA, Krystal Ritchey/ASO/FAA@FAA
Cc: "mmoon@hanson-inc.com" <mmoon@hanson-inc.com>, "tparker@hanson-inc.com" <tparker@hanson-inc.com>, TJ Wohl <tj@heartlandlaw.com>
Date: 01/26/2013 03:05 PM
Subject: RE: Grant issues

From: J Jankosky
Sent: Saturday, January 26, 2013 2:52 PM
To: rebecca.henry@faa.gov; krystal.ritchey@faa.gov

Cc: mmoon@hanson-inc.com; tparker@hanson-inc.com; TJ Wohl
Subject: FW: Grant issues

Rebecca,

Would you have any insight to share regarding the below email. The highlighted portions are information I provided to my city council.

Are these proposed activities aeronautical activities/uses - Article VIII, F. lists the events. "Fly-ins, pancake breakfasts, aviation seminars, and free ground school for student pilots, aviation exhibits, tenant appreciation cooks outs and the like."

Would leasing land or a building on airport property free of charge or under market value for an aeronautical or non-aeronautical use, such as Mr. Chase asserts other airports have done and is allowed, to Friends or anyone constitute revenue diversion?

Thank you Rebecca,
Judi

From: George Chase [gjchase@embarqmail.com]
Sent: Saturday, January 26, 2013 10:48 AM
To: k keene; R Heine; Alice Frierson; Robert R. Allen; Joseph Fink
Cc: J Jankosky
Subject: Grant issues

To: Arcadia City Council and Judi Jankosky
From: Friends of Arcadia Airport, Inc.
Subject: Memo of January 10, 2013 Grant issues

The Friends of Arcadia Airport, Inc. wants to participate and help in the growth of Arcadia Airport. As you know our bylaws specifically state that our mission is to support and promote the airport. We do not want to hinder in any way the possibility of any FAA or DOT funding.

The City Administrator has shown concern that an agreement with "Friends" could possibly cause the airport problems with future FAA funding. This concern should be addressed for sure and Friends has done some research on the issue and find nothing that could cause a problem.

Highlighted below are concerns listed in the memo of 1/10/13 from Judi.

The two grant assurances that are of most concern regarding the pavilion proposal are:

#1 Airport Layout Plan (Master Plan)

- the current airport layout plan, which is an agreement between FAA and the airport, depicts the entire airport property as aeronautical use areas. Until the updated airport layout plan (master plan) is

completed there are no areas designated for nonaeronautical uses. Although it seems the pavilion is an aeronautical use because it will serve as an area for pilots to gather for pancake breakfasts, seminar, meeting location ... it is not classified by the FAA as an aeronautical use. Even an airport museum is not considered an aeronautical use. In order to place a non-aeronautical use on aeronautical designated use land requires the permission of the FAA. Even when the land is designated for non-aeronautical use in the airport layout plan FAA approval will be required at the time the land is to be developed for a nonaeronautical purpose.

Response:

We agree that the entire airport is designated for aeronautical use only. However what we propose to do at the airport is no different than what EAA (Experimental Aircraft Association) local chapters and other similar organizations do at airports all over the USA each and every day. There are just over 938 local EAA chapters and about 80% of those are based on airports that receive FAA funding. (Source EAA national headquarters) Those chapters occupy land and facilities on the airport and carry out the very same functions that "Friends" has agreed to do on behalf of our airport. They pay a small lease fee to the airports in the range of zero to about \$100 a year. Their activity causes no problems with FAA funding as this type of activity is considered an "aeronautical use" by the FAA.

If the concern is that our activity may not be "classified" as aeronautical use perhaps we should just ask the FAA to "classify" our proposed activity so we know.

As a matter of fact there is an EAA chapter based at the Sebring Airport and for years now they have received two hangars free of charge from the airport to use to carry out the same type of activity that "Friends" will do here.

They have just funded a very large building that they will use to house offices and a shop for students to learn about aircraft refurbishing and a large meeting room. The new facility will also host their fly-in pancake breakfasts and other fundraising events. The land for the building is being leased for 30 years for \$ "zero" dollars.

(Source, Sebring Airport Authority Commercial Lease agreement with EAA Chapter 1240)

Therefore, as our activity is the same as hundreds of others located all over the country already in operation, there is no need to wait until a new Airport Layout Plan (Master Plan) is complete to establish a "non aeronautical use area". This type of activity is obviously already established as an "aeronautical use" of airport property by the FAA or these airports would not be getting funding. If our activity is deemed as aeronautical use by the FAA then we have no issues with our current, or any new master plan.

Airports usually welcome groups like "Friends" with open arms as they generate activity on the airport which helps promote and publicize the airports objectives which is growth. That is also why they pay a very small lease fee if any at all.

#2 Revenue Retention and Revenue Diversion –

this is probably the hardest of the grant assurances to keep straight but one of the most important. In a nutshell, revenue retention (generated) by the airport must be used for the aviation purposes. Revenue diversion is not as simple as it sounds. It includes such things as leasing land for under market value or using revenue for general economic development, marketing or promotional activities unrelated to airport (marketing or spending airport funds to promote activities for the non-aeronautical pavilion would be revenue diversion), and the airport sharing in the cost of general fund expenses that are not based on a reasonable, transparent cost allocation formula calculated consistently for all units or costs centers of government. I understand the proposal is for the Friend of Arcadia Airport to obtain a grant from Mosaic in order to construct the pavilion and then the pavilion would be dedicated to the city (airport). If the FAA released the land for non-aeronautical purposes the FAA policy requires that the airport receive fair market value for the sale or lease of the land - the city would have to pay the airport for the non-aeronautical lease of that land. If the airport sells or leases land for less than fair market value, the revenues are considered to be lost or foregone and this constitutes revenue diversion.

Response:

We agree "revenue retention" is mandatory and that is why our corporation was established with this in mind. In our agreement submitted to the City for consideration Article VIII, G. states "All monies raised by Friends shall go to support "on airport" projects and events (as in "F" above) including but not limited to maintaining the Pavilion and grounds and airport beautification projects." (This provision was included to specifically address revenue diversion issues)

Article VIII, F. lists the events. "Fly-ins, pancake breakfasts, aviation seminars, and free ground school for student pilots, aviation exhibits, tenant appreciation cooks outs and the like."

This is exactly what is being done at all those EAA chapters all over the country every day and no funding is being denied.

As far as the City having to pay the airport "fair market value" for land leased for a "non aeronautical" use of land, this would only apply if the use is non aeronautical. However the proposed use by "Friends" is already in play at hundreds of other airports all over the USA, including Sebring, and at this time the FAA is supplying funding to those airports.

We believe all issues of concern listed in the memo of January 10, 2013 are not in play and therefore will not cause any adverse effects on future FAA funding.

The agreement submitted to the City by "Friends" will allow the airport to start to reap the benefits of having regular small gatherings and educational programs and allow "Friends" to start to make some money to use for future airport projects. The agreement has been

viewed by the FAA in Orlando and no issues were noted.

We hope we can start to carry out those projects that will promote and help grow our airport. The proposed agreement will allow us to pursue funding for the pavilion. We can not even apply until we have an agreement in place with the City. If the agreement is put off for two or more years funding may not be available. Also volunteers may loose interest and move on to other projects

We have over 85 community leaders, pilots and citizens willing to step up at this time. It would be a shame to lose the momentum and possibly the entire project

If "Friends" can answer any questions please contact us. Our proposal is submitted sincerely and with no ulterior motives. We hope we can count on your support.

Sincerely,
George Chase, Pres.
863 993 0391

Friends of Arcadia Airport, Inc.

Fla. Stat. 668. 6076. "Under Florida law, e-mail address are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

Contract Number: 13DB-OI-07-24-02-N 22

CFDA Number: 14.228

Rule Chapter: 73C-23, Florida Administrative Code

Effective: June 6, 2010

FFY 2011 FEDERALLY-FUNDED SUBGRANT AGREEMENT

Neighborhood Revitalization

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and **City of Arcadia** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment I of this Agreement; and the Florida Small Cities Community Development Block Grant (CDBG) Application submitted by the Recipient on **October 1, 2012**, including future amendments to this Subgrant Agreement that are agreed upon by both parties.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or 2 CFR 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either 2 CFR 225, "Cost Principles for State, Local and Indian Tribal Governments," 2 CFR 220, "Cost Principles for Educational Institutions," or 2 CFR 230, "Cost Principles for Non-Profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of six years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department. The six year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six year period expires, and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Department of Economic Opportunity at each of the following addresses:

Department of Economic Opportunity
Office of Inspector General
107 East Madison Street – MSC 130
Tallahassee, Florida 32399-6508
and

Department of Economic Opportunity
Florida Small Cities Community Development Block Grant Program
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

[also send an electronic copy to cdbg@deo.myflorida.com]

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at the following addresses:

Department of Economic Opportunity
Office of Inspector General
107 East Madison Street – MSC 130
Tallahassee, Florida 32399-6508
and

Department of Economic Opportunity
Florida Small Cities Community Development Block Grant Program
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

[also send an electronic copy to cdbg@deo.myflorida.com]

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take

other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment I of this Agreement; and the CDBG Application submitted by the Recipient.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Department may, upon thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Roger Wilburn, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8424 – Fax: (850) 922-5609
Email: Roger.Wilburn@deo.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Ms. Judi Jankosky, Interim City Administrator
City of Arcadia
23 N. Polk Avenue
Arcadia, Florida, 34266
Telephone: (863) 494-4114 - Fax: (863) 494-4712
Email: jjankosky@arcadia-fl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the Department for approval. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments (check all that are applicable):

- Exhibit 1 – Funding Sources
- Attachment A – Program Budget
- Attachment B – Program Statutes and Regulations
- Attachment C – Recordkeeping (N/A)
- Attachment D – Reports
- Attachment E – Justification of Advance (N/A)
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances (N/A)
- Attachment I – Activity Work Plan
- Attachment J – Program and Special Conditions
- Attachment K – Civil Rights Compliance Assurance
- Attachment L – Signature Authorization Form

(17) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed \$700,000.00, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the Program Budget, Attachment A of this Agreement, and the Subgrant Application.

(c) All funds shall be requested in the manner prescribed by the Department. The authorized signatory for the Recipients set forth on the Signature Authorization Form, Attachment L to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the Subgrant Application as originally submitted that relate to preparation of the Subgrant Application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to the Department at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with thirty days written notice to the

Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Department (by e-mail or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Economic Opportunity reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Contract Number: 13DB-OI-07-24-02-N 22

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

Department of Economic Opportunity

By: _____ Date: _____
(Authorized Signature)

Name: Keith Keene

Title: Mayor

Federal Tax ID#: 596000266

DUNS#: 039683735

By: _____ Date: _____
(Authorized Signature)

Name: Ken Reecy

Title: Assistant Director,
Division of Community Development

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the parties

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Separately list the following information for each federal program from which the resources awarded to the Recipient originate:

	Florida Small Cities Community Development Block Grant Program
Federal agency	U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance title:	Community Development Block Grants/State's Program and Nonentitlement Grants
Catalog of Federal Domestic Assistance #:	14.228
Award amount:	\$700,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Separately list each applicable compliance requirement (eligible activities, service, or commodities; eligible recipients; etc.) and specify to which federal program each requirement applies:

Compliance Requirement	Program
<i>1. The Recipient will fully perform the obligations in accordance with the Program Budget, Attachment A of this Agreement, the subgrant application incorporated herein by reference, and 24 C.F.R, Subpart I, Sections 570.480 – 570.497.</i>	Small Cities CDBG
<i>2. The Recipient shall be governed by 290.401-409, F.S., Rule 73C-23, F.A.C. and Federal Laws, rules and regulations, including but not limited to those identified in Attachments B and J.</i>	

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: For federal programs included in Exhibit 1, Section .400(d) of OMB Circular A-133, as revised, and for state projects included in Exhibit 1, Section 215.97(5)(a), Florida Statute requires the information in Exhibit 1 to be provided to the Recipient.

ATTACHMENT A
Program Budget

ATTACHMENT B

State and Federal Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

State and Federal Statutes and Regulations

1. Community Development Block Grant, 24 CFR Part 570, Subpart I;
2. Florida Small and Minority Business Act, §288.702-288.714, Florida Statutes;
3. Administrative Requirements for Grants, 24 CFR Part 85;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, Florida Statutes;
8. Rule Chapter 73C-23, Florida Administrative Code;
9. CDBG Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. Environmental Review Procedures 24 CFR Part 58;
13. Environmental Criteria and Standards 24 CFR Part 51;
14. Floodplain/Wetland Management 24 CFR Part 55 and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
15. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this act;
16. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 CFR Part 800) and other provisions of law which further the purpose of this act;
17. Preservation of Archaeological and Historical Data Act of 1966;
18. Florida Coastal Zone Protection Act, §161.52-161.58, Florida Statutes;
19. Reservoir Salvage Act;
20. Safe Drinking Water Act of 1974, as amended;
21. The Federal Water Pollution Control Act of 1972, as amended (33 USC, §1251 et.seq.);
22. Clean Water Act of 1977;
23. Davis – Bacon Act – sets requirement for paying prevailing wages on Federally funded projects;
24. Contract Work Hours and Safety Standards Act of 1962, 40 USC §327 et. seq.;
25. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 USC, §6901 et. seq.);
26. Architectural Barriers Act of 1968, 42 USC 4151;
27. Cost-Effective Energy Conservation Standards, 24 CFR Part 39;
28. Federal Fair Labor Standards Act, 29 USC, §201 et. seq.;
29. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 CFR Part 24;
30. Copeland Anti-Kickback Act of 1934;
31. Hatch Act of 1939, as amended;
32. Title IV Lead-Based Paint Poisoning Prevention Act (42 USC, §1251 et. seq.);
33. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
34. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 CFR Part 12.

ATTACHMENT C
Recordkeeping

N/A

ATTACHMENT D

Reports

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate "no activity".
2. A Quarterly Progress Report must be submitted to the Department fifteen (15) days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.
3. The Administrative Closeout Package must be submitted to the Department forty-five (45) days after the Agreement termination date.
4. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, a certification must be provided to the Department no later than nine (9) months from the end of the Recipient's fiscal year.
5. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
6. Request for Funds must be submitted as required by the Department of Economic Opportunity.

ATTACHMENT E
Justification of Advance Payment

N/A

ATTACHMENT F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason [See 24 CFR §85.36(d)(2)(ii)E].

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

ATTACHMENT G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Contractor's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

(Sub-Contractor's Name)

(Recipient's Name)

_____ Date: _____
(Authorized Signature)

(Print Name and Title)

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(DEO Contract Number)

(Street Address)

(City, State, Zip)

ATTACHMENT H
Statement of Assurances

N/A

ATTACHMENT I
Activity Work Plan

ATTACHMENT I – Activity Work Plan

3/8/2012

Recipient: City of Arcadia

Date Prepared: 1/23/2013

Project Budget: \$700,000.00

Contract Number: 13DB-OI-07-24-02-N22

**Modification Number:
ORIGINAL**

Date Start (month/year)	Date End (month/year)	Describe Proposed Action to be completed by the "Date End." <i>Examples of Actions: Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100%), Complete Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, and Number of Houses Rehabilitated.</i>	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
01/2013	05/2013	Receive FDEO Award Letter/ Agreement, Complete Environmental Review and obtain Release of Funds.			\$5,000.00
06/2013	10/2013	Develop project files, finalize design and specifications, permits, review and approve bid documents.		\$30,000.00	\$5,000.00
11/2013	01/2014	Request wage decision, construction bid solicitation, open bids, award contract, Pre-Con meeting, issue Notice to Proceed, and CDBG construction requirement documents to the awarded contracting firm.		\$30,000.00	\$5,000.00
02/2014	05/2014	Construction @ 33% completion	33% of CDBG contract	\$200,000.00	\$10,000.00
06/2014	07/2014	Construction @ 66% completion	66% of CDBG contract	\$145,000.00	\$5,000.00
08/2014	09/2014	Construction @ 100% completion	100% of CDBG contract	\$100,000.00	\$5,000.00
10/2014	11/2014	Finalize Contractor Payments		\$55,000.00	\$10,000.00
12/2014	01/2015	Submit administrative closeout		\$84,000.00	\$11,000.00
		Totals		\$644,000.00	\$56,000.00

Note: More than one activity may be included per form.

ATTACHMENT J

Program, Category Specific, and Special Conditions

1. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Program Budget) and Attachment I (Activity Work Plan).
2. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Subgrant Application submitted to the Department, unless pre-agreement costs were approved in writing by the Department.
3. For each procured and executed professional services contract for which CDBG funding will be requested, the Recipient shall submit a copy of the following procurement documents:
 - a. When publication of the RFP is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. List of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. Commission minutes approving contract award;
 - g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
 - h. Contract (signed or proposed);
 - i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$195,000;
 - j. If a protest was filed, a copy of the protest and documentation of resolution;
 - k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.
 - l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information; and
 - m. If professional services procurement will not be undertaken, advise the Department in writing no later than 90 days from the effective date of this agreement.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed five thousand dollars (\$5,000), and for Economic Development Grants, not to exceed eight thousand dollars (\$8,000), but in any case, no later than ninety (90) days from the effective date of this Agreement, the Recipient shall complete the following:

- a. Submit and obtain the Department's approval of the documentation required in paragraph 3 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before the Department approves the procurement. If the Department does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 (\$8,000 for Economic Development).
 - b. Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions.
5. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 73C-23.0031(1), Florida Administrative Code.
 6. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.
 7. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
 8. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4).
 9. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
 10. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
 11. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the sub-grant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).
 12. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
 - a. The property may contain lead-based paint;

- b. The hazards of lead-based paint;
 - c. The symptoms and treatment of lead poisoning;
 - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
 - e. The need for and availability of blood lead-level screening for children under seven years of age; and
13. The Recipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
 14. Pursuant to Section 102(b), Public Law 101-235, 42 U.S.C. Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
 15. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
 16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).
 17. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
 18. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
 19. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

For Neighborhood Revitalization Grants Only

1. If the Recipient is undertaking the installation of water lines with CDBG funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low and moderate income families in the service area are hooked up to the potable water system at no cost to low and moderate income households. These hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
2. Recipients are responsible for verifying and maintaining documentation verifying that households receiving direct benefit, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low-to-moderate income national objective. The homeowner files must be maintained locally and at a minimum contain the following:
 - a. The name of the owner, the address of the property, and family size;
 - b. The method and source documentation used to verify household income;
 - c. Documentation that the income of the household is below Section 8 income limits based on family size;
 - d. The method and source documentation used to verify of home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

3. The following data will be provided by housing unit in the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.) and must be summarized by activity.
 - a. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
 - b. Whether the household head is female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
 - c. The number of occupants in the household, categorized by gender; and
 - d. The racial demographics and ethnicity of the household by number (white, African American, American Indian or Alaskan Native, Native Hawaiian Pacific Islander, American Indian or Alaskan Native and white, Asian and white, African American and white, American Indian/Alaskan Native and African American, other multi-racial or Hispanic).

Special Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion. Within 180 days of the subgrant award, the Recipient shall complete the following activities:
 - a. Submit the environmental assessment for review and obtain the release of funds;
 - b. Request approval for all professional service contracts;
 - c. Submit an initial request for funds for administration, if applicable;
 - d. Request wage decision(s) for anticipated construction activities;
 - e. For Housing subgrants, beneficiaries shall be identified; and
 - f. For Commercial Revitalization subgrants, identify all facades to be renovated.

If the Recipient does not comply with all applicable criteria listed above, a justification for the delay and a plan for timely accomplishment must be submitted to the Department. The Department shall rescind any subgrant for which the Recipient has not completed activities a-f if it cannot provide adequate justification for the delay.

2. If necessary, The Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

Special Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion. Within 180 days of the subgrant award, the Recipient shall complete the following activities:

- a. Submit the environmental assessment for review and obtain the release of funds;
- b. Request approval for all professional service contracts;
- c. Submit an initial request for funds for administration, if applicable;
- d. Request wage decision(s) for anticipated construction activities;
- e. For Housing subgrants, beneficiaries shall be identified; and
- f. For Commercial Revitalization subgrants, identify all facades to be renovated.

If the Recipient does not comply with all applicable criteria listed above, a justification for the delay and a plan for timely accomplishment must be submitted to the Department. The Department shall rescind any subgrant for which the Recipient has not completed activities a-f if it cannot provide adequate justification for the delay.

2. If necessary, The Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.
3. In recognition of the Recipient's financial control issues with previous grants, if the Recipient is not administering the Agreement on a reimbursement basis, the Recipient is hereby required to comply with the following requirements when requesting funds from the Department. With each Request for Funds submitted to the Department

The Recipient must submit a copy of the invoice(s) upon which the request is based;

The Recipient must submit a copy of the most recent CDBG bank account statement, and copies of cancelled checks not previously submitted to the Department;

The recipient must maintain and submit a detailed ledger, reflecting individual transactions tied to check numbers, with a running balance. The ledger must also reflect budget balance by budget category. A updated copy of the ledger must be submitted each time funds are requested.

ATTACHMENT K
Civil Rights Compliance Assurance

Fair Housing

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will "affirmatively further fair housing" in its community. A recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all federally protected classes [race, color, familial status, handicap, national origin, religion, and sex];
- 2) Publish quarterly a phone number that people can call to ask fair housing questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive fair housing calls;
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken, and
 - d) The end results of referrals to other agencies, when applicable;
- 5) Conduct at least one fair housing activity each quarter. Identical activities shall not be conducted in consecutive quarters. (See examples below.), and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as an activity.)

The fair housing contact person is expected to have received training so that they can handle fair housing phone inquiries or to refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- 1) Define where discriminatory practices are occurring,
- 2) Help the community measure the effectiveness of its outreach efforts, and
- 3) Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Presentations at schools, civic clubs, and neighborhood associations,
- Distributing fair housing materials at libraries, fairs, and businesses,
- Print a fair housing notice on utility bills mailed to residents, and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Recipients shall document the fair housing activities and include information about the activities in the comment section of their quarterly report.

Equal Employment Opportunity

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Laws of the United States. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;

- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken;

Each recipient shall maintain a list of certified minority- and women-owned businesses that operate in its region. The recipient shall use this list to solicit businesses to bid on CDBG-funded activities and shall provide a copy of the list to prime contractors to use when they hire subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used for this purpose at the following website: <https://vendorstrator.dms.myflorida.com/directory>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it provides access to all Federally funded activities to all individuals, regardless of handicap. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken.

The Section 504 prohibitions against discrimination (See 45 CFR Part 84.) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless

shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The recipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

Section 3 Clause.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Statutes

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR §570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR §570.490(b) – Recordkeeping Requirements;
6. 24 CFR §570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Non-discrimination; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Arcadia shall comply with all of the provisions and Federal regulations listed in this attachment.

By: _____ Date: _____
(Authorized Signature)

Name: Keith Keene

Title: Mayor

ATTACHMENT L
Signature Authorization Form

Attachment L - Signature Authorization Form

**Submit an original Signature Authorization form with each copy of the contract.
Use the tab key to move between form fields when completing the form electronically.**

Recipient Name: City of Arcadia		Contract Number: 13DB-OI-07-24-02-N22		Funding Source: <input checked="" type="checkbox"/> Small Cities CDBG <input type="checkbox"/> Disaster <input type="checkbox"/> NSP	
Mailing Address (Street or P.O. Box): 23 N. Polk Avenue				Local Government DUNS #: 039683735	
City, State, and Zip Code: Arcadia, Florida 34266				FEID #: 59-6000266	
Project Contact Person: Judi Jankosky (City Administrator)		Telephone Number: (863)494 -4114 Ext:		E-mail Address: jjankosky@arcadia-fl.gov	
Financial Contact Person: Virginia Haas (City Recorder)		Telephone Number: (863) 494-2514 Ext:		E-mail Address: vhaas@arcadia-fl.gov	
Other Local Government Contact: Keith Keene (Mayor)		Telephone Number: (863) 494-4114 Ext:		E-mail Address: jjankosky@arcadia-fl.gov	
Requests for Funds (RFFs) require (check one): <input checked="" type="checkbox"/> one signature <input type="checkbox"/> two signatures of individuals authorized below. RFFs must be submitted via the Department's website at http://ecdbq.doe.myflorida.com/ (or by an alternative means specified by the Department). CDBG Phone Number: (850) 717-8405					
Name Typed: Judi Jankosky (City Administrator)		Date: _____		_____ Signature	
<input checked="" type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address: Jjankosky@arcadia-fl.gov			
Name Typed: Keith Keene (Mayor)		Date: _____		_____ Signature	
<input checked="" type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address: Jjankosky@arcadia-fl.gov			
Name Typed: Renee Green (Finance Director)		Date: _____		_____ Signature	
<input checked="" type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address: rgreen@arcadia-fl.gov			
Name Typed:		Date: _____		_____ Signature	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address:			
I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically.					
Typed Name: Keith Keene (Mayor)		Date: _____		_____ Signature	
<input checked="" type="checkbox"/> Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input type="checkbox"/> Check here if your local government will be working on a reimbursement basis. <input type="checkbox"/> If this signature authority form pertains to a <u>housing rehabilitation</u> grant, check here if your local government will use an escrow account for housing activities.					
CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/ .					
Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.					
Name of Financial Institution:			Account Number:		
Address:			Telephone Number: () -		
City, State and Zip Code:					

Small Cities CDBG Program Information Sheet

10/1/2011

Contract Number: 13DB-OI-07-24-02-N22CFDA Number: 14.228**Contact Information****1. Contract Recipient**

Chief Elected Official: Keith Keene

Title: Mayor

Address: 23 N. Polk Avenue

City, State, Zip Code: Arcadia, Florida 34266

Telephone No: (863) 494-4114 Ext:

Fax Number: (863) 494-4712

E-Mail Address: Please send emails to jjankosky@arcadia-fl.gov**2. Chief Financial Officer**

Chief Financial Official: Renee A. Green

Title: Finance Director

Address: 23 N. Polk Avenue

City, State, Zip Code: Arcadia, Florida 34266

Telephone No: (863) 494-2514 Ext:

Fax Number: (863) 494-4712

E-Mail Address: rgreen@arcadia-fl.gov**3. Project Contact**

Project Contact: Judi Jankosky

Title: City Administrator

Address: 23 N. Polk Avenue

City, State, Zip Code: Arcadia, Florida 34266

Telephone No: (863) 494-4114 Ext:

Fax Number: (863) 494-4712

E-Mail Address: jjankosky@arcadia-fl.gov

Small Cities CDBG Program Information Sheet

10/1/2011

4. Civil Rights Contacts

Fair Housing Coordinator: Virginia Haas

Title: City Recorder

Telephone No: (863) 494-2514 Ext:

E-Mail Address: vhaas@arcadia-fl.gov

EEO Coordinator: Judi Jankosky

Title: City Adminsitrator

Telephone No: (863) 494-2514 Ext:

E-Mail Address: jjankosky@arcadia-fl.gov

Section 504/ADA Coordinator: Virginia Haas

Title: City Recorder

Telephone No: (863) 494-2514 Ext:

E-Mail Address: vhaas@arcadia-fl.gov

5. Private Consultant (If Applicable)

Consultant Firm: Guardian CRM, Inc.

Consultant Contact: Christine M. Alday, President and CEO

Address: 930 Marcum Road, Suite 3

City, State, Zip Code: Lakeland, Florida 33809

Telephone No: (863) 937-9035 Ext:

Fax Number: (863) 583-9035

E-Mail Address: Christine.Alday@GuardianCRM.com

Administrative Data

1. Local Government FID Number: 59-6000266
2. Local Government DUNS Number: 039683735
3. Districts: United States Congress 13
Florida Senate 17,21,23 Florida House 71,72

Small Cities CDBG Program Information Sheet

10/1/2011

4. If the recipient is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

Recipient Name: n/a

Street Address: n/a

City, State, Zip: n/a

- 5 Please provide a brief Project Description:

The CDBG project consists of the following activities:

Water line replacement, sewer line replacement and fire hydrants in the Bridle Path area of the City of Arcadia. Service Area 1 consists of sanitary sewer improvements that will include replacement and installation of new sewer lines within or in the near vicinity of Bridle Path, Stirrup, Hackamore, Sunset, Marshall and Gibson streets. Complimentary activities will include repaving the street and repair of sidewalks, swales, private property and ditches that are impacted as a result of the proposed construction activities of Service Area 1 streets. Service Area 1 will also have replacement of water lines. The water line improvements will include the replacement and installation of new water lines within or in the near vicinity of Service Area 1. Fire hydrants will also be installed along or in close proximity of the proposed Service Area 1. One fire hydrant on Bridle Path Street, west of Stirrup Street. One fire hydrant on the north section of Bridle Path between Hackamore and Stirrup Street. One fire hydrant on the southern section of Bridle Path between Hackamore and Stirrup Street and one fire hydrant on Hackamore Street.

Civil Rights Profile Sheet

9/20/2012

Recipient Name: City of ArcadiaContract Number: 13DB-OI-07-24-02-N22 Date: January 23, 2013**Demographic Data**

1. Total Number of Local Government Employees: 66 *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG funded activities: 3
3. Total Number of Local Government Minority Employees: 13 *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: 0
5. Local Government Population # 7,643 *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: 1,261 *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: 16.5% *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low- and Moderate-Income in the Local Government: 53.8% *(Counties – do not include populations of incorporated cities.)*

For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: 92
10. Percentage of Persons of Low- and Moderate-Income in the Service Area: 84%

To document civil rights compliance, this profile and the beneficiary table on page 2 must be completed and returned to:

Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street
MSC - 400
Tallahassee, Florida 32399-6508

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

Civil Rights Profile Sheet

9/20/2012

Instructions for Completing Beneficiary Form

For All Subgrants:

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity**, except Administration and Engineering. Submit civil rights information with executed contract and update the data upon completion of subgrant activities.

1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

For Economic Development Subgrants Only (Should be provided at the time of grant completion.)

3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

For Housing Subgrants Only:

5. (Complete column 5 below at closeout using data provided by assisted households.)

Activity Name: _____

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries	6. Hispanic
White	158	94				48
African American	56	47				
Asian/Pacific Islander	0	0				
American Indian /Alaskan Native	1	1				
Other Multi-Racial	5	5				
Female Head of Household	37	36				
Elderly Head of Household	23	22				
Handicapped	3	3				

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 10/31/2012)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Arcadia, 23 North Polk Avenue, Arcadia, Florida 34266	2. Social Security Number or Employer ID Number: 596-00-0266
3. HUD Program Name Florida Small Cities Community Development Block Grant	4. Amount of HUD Assistance Requested/Received \$700,000.00
5. State the name and location (street address, City and State) of the project or activity: Bridle Path Neighborhood, Arcadia, Florida	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input type="checkbox"/> No
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If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
N/A			

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Guardian CRM, Inc.	134-30-9252	Grants Management	\$49,000.00

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: X Mayor	Date: (mm/dd/yyyy)
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Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is optional. The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to *either* questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
 2. State the type of other government assistance (e.g., loan, grant, loan insurance).
 3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
 4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.
- B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD *and any other source* - that have been or are to be, made available for the project or activity. Non-government sources of

Part I. Threshold Determinations - Applicants Only

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

**Certification Regarding
Debarment, Suspension, And Other Responsibility Matters
Primary Covered Transactions**

12/21/2012

Recipient: City of Arcadia Contract Number: 13DB-OI-07-24-02-N22

Name of Company Selected as a Prime Contractor: Guardian CRM, Inc.

DUNS Number: 023064675

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Signature

Date

Christine M. Alday
Name Typed

President and CEO
Title

930 Marcum Road, Suite 3
Street Address

Lakeland, Florida 33809
City, State, Zip