

**REVISED AGENDA
(as of 04-01-13)
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 N. POLK AVE., ARCADIA, FL
TUESDAY, APRIL 2, 2013
6:00 PM**

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

PROCLAMATION

General Aviation Appreciation Month

CONSENT AGENDA

1. March 5, 2013 City Council Minutes
2. March 19, 2013 City Council Minutes
3. Check Warrant Reports from 03-18-13, 03-19-13, 03-22-13
4. Air-Cadia Flowage and Hanger Report February 2013
5. Special Event Permit and Street Closure -Team Arcadia Car Show

DISCUSSION ITEMS

6. Use of Cypress Fire Station for DeSoto County High School, Prom and Homecoming Float Building (City Administrator)
7. County Flush Water Interlocal Agreement (City Administrator)
8. Florida K9 Law Enforcement Memorial (City Administrator)
9. Drinking Water State Revolving Fund Amendment 3 to Loan Agreement DW 140100 City of Arcadia (City Administrator)
10. Amendment 4 to Specific Authorization No. 11 (Hazen and Sawyer)

RESOLUTION

11. **RESOLUTION NO. 2013-08; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, REGARDING THE AIRPORT; AMENDING AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2009-08 AND AMENDING AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2009-20; ESTABLISHING THE AIRPORT ADVISORY COMMITTEE AND THE PROCEDURES AND RULES GOVERNING SAME; AND PROVIDING AN EFFECTIVE DATE.**

ORDINANCES

12. **ORDINANCE NO. 984; FIRST READING OF AN ORDINANCE AMENDING DIVISION 3 OF ARTICLE IV OF CHAPTER 2 OF**

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

THE CODE OF ORDINANCES OF THE CITY OF ARCADIA BY RENAMING THE TITLE OF CITY RECORDER TO CITY CLERK; DELETING SEC. 2-115 CUSTODY OF CITY FUNDS; DELETING SEC. 2-116 PAYMENT OF CITY FUNDS PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)

13. ORDINANCE NO. 987; FIRST READING OF AN ORDINANCE AMENDING SECTION 2-95 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA BY INCLUDING CUSTODY OF CITY FUNDS AND PAYMENT OF CITY FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)

14. ORDINANCE NO. 988; FIRST READING OF AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA; CREATING SECTION 102-47 OF THE CITY OF ARCADIA CODE OF ORDINANCES; PROVIDING FOR THE IMPOSITION OF LIENS FOR DELINQUENT UTILITY ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)

COMMENTS FROM DEPARTMENTS

15. City Marshal – March 2013 Report in packet

16. Attorney

- a. Stonegate Utilities
- b. Air-Cadia Insurance Payment

17. City Administrator

- a. Eugene Hickson Sr. Water Plant Dedication

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



Proclamation

WHEREAS, general aviation and community airports play a critical role in the lives of our citizens, as well as in the operation of our businesses and agriculture; and

WHEREAS, there are 129 public-use airports in the state, serving 51,671 pilots and 25,328 general aviation aircraft and representing nearly 80 percent of all aircraft operations in the state; and

WHEREAS, the aviation industry in Florida supports over one million jobs with an annual payroll of over \$30 billion, and general aviation airports support over 54,000 jobs with an annual payroll of \$1.8 billion, and an economic benefit of \$6 billion; and

WHEREAS, general aviation plays a vital role in the state's response to emergencies and natural disasters; and

WHEREAS, Florida is home to 190 charter flight companies, 509 repair stations, three fractional providers, and 73 flight schools operating 858 aircraft and providing 3,500 jobs, and in addition, there are 154 fixed-based operators in the state; and

WHEREAS, many communities in Florida depend heavily upon general aviation and community airports for the continued flow of commerce and tourism;

NOW, THEREFORE, BE IT PROCLAIMED, the Mayor and Council for the City of Arcadia do hereby designate the month of

APRIL 2013

as

GENERAL AVIATION APPRECIATION MONTH

SO DONE THIS 2nd DAY OF APRIL, 2013

BY:

Keith Keene, MAYOR

ATTEST:

Gia S. Lancaster,, CMC
City Recorder

**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, MARCH 5, 2013
6:00 PM**

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.

Councilman Allen 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
City Attorney Thomas J. Wohl

City Recorder Virginia S. Haas
Marshal Charles Lee

PROCLAMATION

Military Family and Community Covenant Day – The City Recorder read the Proclamation in full which was dedicated to Military Family and Community Covenant Day.

CONSENT AGENDA

1. February 19, 2013 City Council Workshop Minutes
2. February 19, 2013 City Council Minutes
3. Check Warrant Reports from 02/15/13, 02/21/13 and 03/01/13
4. Special Event Permit for CCA Peace River Chapter Kids Fishing Clinic, Lake Katherine
5. Special Event Permit for Birthday Party at Speer Center, Applicant Anita Lynch

Councilman Fink requested to pull item number 2 of the consent agenda.

Councilman Fink made a motion to approve consent agenda items 1 and 3 through 5 as presented. The motion was properly seconded by Deputy Mayor Heine and carried 5-0.

Councilman Fink noted required changes to page three of five of the February 19, 2013 minutes as requested by the City Attorney. “Mayor Keene opened the public meeting hearing for second reading.” “Mayor Keene closed the public meeting hearing.” A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to approve the February 19, 2013 minutes with the changes noted above. The motion carried 5-0.

DISCUSSION ITEMS

6. Smith Brown Food Give-A-Way (City Administrator)

Mrs. Valerie Gilchrist, DeSoto Homeless Coalition, reported that this year was unsuccessful for funding for any charities and requested a waiver of fees and liability until she met with the Directors and Chamber. She asked for a three month grace period to bring the Coalition up to date financially which would include liability. Mrs. Gilchrist responded to Councilman Allen that liability insurance would cost approximately \$1,500. Mayor Keene asked if the matter could be addressed sooner than three months. Former Administrator Strube asked if the food vendor could allow the Homeless Coalition under the umbrella of their insurance. Mrs. Gilchrist responded that she could certainly ask that question.

A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to temporarily approve the special event request with the City sponsoring the event as to liability for one event. Mrs. Gilchrist will meet with the Directors and Chamber and report back to the Council at their next meeting. The motion carried 5-0.

7. Retirees and Health Insurance (City Administrator)

Mrs. Jankosky stated that the only amendment to the current policy is requiring that retirees switch to Medicare once eligible and in the memo she list other items that should be addressed and adopted into policy.

A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to adopt policy option number two as stated in the memorandum as follows: Option 2: Allow retirees to stay on the group policy, retiree pay 100% and when retiree qualifies for Medicare, they would be required to switch, in which they pay. Current retirees would also be required to switch to Medicare once eligible with a set stipend of \$225.

Mr. Strube distributed an outline discussing potential ramifications of the changes proposed to the retirees' health insurance. He reviewed each item and noted that item 5d would be a good deal for the employees and the City. He stated that the health plan is better under the Medicare supplements. He also said that he currently receives 100% benefit for all Medicare parts and he felt this benefit should be good for other employees who qualify because the City is currently saving approximately \$300 per month per employee. Mr. Strube also added that there is an additional deductible the employee must absorb which the City could now afford to supplement. Mr. Strube reviewed the various recommendations, stipends and deductibles. Mrs. Jankosky responded that she worked with the employment law attorney for four months and found that except for the contract with Mr. Strube the City has no vested contract to the other employees. However; Mr. Lew Ambler, DeSoto Insurance, did stress that whatever Council adopts the policy should be consistent, fair and equal to all. Mr. Tom Guidry, DeSoto Insurance, reviewed the new affordable health care act.

Vote on the original motion carried 5-0. The complete policy as adopted follows:

RETIREE HEALTH INSURANCE CONTINUATION – Adopted March 5, 2013

City employees who leave the City's employment in good standing and who have at least 20 years of continuous full-time service may opt to stay on the city group health plan with all premiums paid for by the employee.

- 1) This policy applies to all full-time employees that have been continuously employed with the city as of 9/12/2006 and into the future, unless amended by City Council. Employees who have retired, left services with the City, or are not employed by the city as of the date this policy is approved are not eligible.
- 2) Any employee that leaves the City in any standing with less than 20 years of service may opt to convert to COBRA coverage in which the employee pays all costs.
- 3) All retirees must convert from the group health insurance to Medicare as soon as they qualify. Group health coverage will not be available to anyone eligible for Medicare.
- 4) Retiree spouses and children may continue to participate in the group plan as well with 100% of the premiums paid by the retiree. The city will pay no part of dependent coverage.
- 5) All previous health insurance premium payment continuation policies (formerly referred to as sections 14.25 and 15.20 of the City of Arcadia Personnel Manual dated 9/11/2006 and 9/20/2011) are hereby revised as follows:
 - a) All current retirees on the group health insurance plan under 65 must convert to Medicare upon eligibility.
 - b) Group health insurance will not be available to retirees that qualify for Medicare.
 - c) A stipend of \$225 will be made once retiree is eligible for Medicare.

The Arcadia City Council reserves the right to revise this policy at any time without notice unless required by law.

8. Air-Cadia Fire Insurance (City Attorney)

Attorney Wohl stated that he and Mrs. Jankosky are still attempting to discover exactly how many months the Butler Building was actually not rentable. At that time they will be able to approach an offer. At this time he projects potentially 14 months at \$2,800. He will return with dates for the next meeting.

9. Antique Association (Councilman Fink)

Councilman Fink disclosed that he and his ex-wife are members of the Antique Association however deems no direct benefit and the former Attorney opinion indicates no conflict of interest. He stated that on November 1, 2011 the Antique Association was given formal approval from Council for the 4th Saturday Antiques Fair which secured the rights from the City to utilize the sidewalks downtown for vendor booths. He read code section 86-5 which deals with the obstruction of sidewalks and stated the event has been held downtown for the last 18 years and asked for clarification. Councilman Fink stated at the last event Code Enforcement was called and refused any action on vendors without permits obstructing the sidewalks. However; the following week at another organization's event there was no comment. He stated all should be enforced equally or the code or permit should be clarified. Attorney Wohl replied that the only issue regarding obstructing sidewalks (86.5) would be if you have a permit as dictated through the code in that section. Councilman Fink replied that there are vendors

setting up who were not covered under the Antiques Association liability insurance. Attorney Wohl stated he doesn't believe that anyone should be obstructing the sidewalks.

Marshal Lee read a letter regarding a recent complaint against a vendor James and Christy Lee filed by Mrs. Flo Rife, President of the Antique Association. There was some discussion about holding the event in the street rather than the sidewalks. Sheri Fink passed to Council the current contract that the Association utilizes for vendors which show they are in ADA compliance. She noted that all money goes back to the City through advertisements of the City of Arcadia and stressed that all organizations should follow the same rules.

Councilman Fink stated that according to the code if someone sets out merchandise daily that would be against the code. Attorney Wohl confirmed that it appears the issue is they don't have a permit that fell under the July 2012 blanket permit that was issued to the Association. Mrs. Jankosky explained that ADA compliance is four feet clearance for typical handicap uses, five feet clearance for wheelchairs and six feet clearance for two wheelchairs to pass.

Mrs. Christine Lee stated that she rents a store on the corner of Oak and Monroe. She paid for half of the membership for the year for in front of her store and stated this may be more of a personal issue rather than a Council matter.

Mrs. Susan Smith explained that in the past the Watermelon Festival was held in the streets and she has heard complaints about vendors blocking businesses doors.

Mr. Don Todd stated he belongs to the Antiques Association and recently felt through threats in the letter that the Police Department and Code Enforcement would be notified. He said they currently give 50 feet of space to the Association for renting to vendors.

There was discussion about ownership of the sidewalks. Attorney Wohl clarified that this discussion was about temporary vending.

Ms. Flo Rife spoke against moving the Antique Fair into the street area.

Ms. Sandra George, 132 W. Oak, explained that the store owners do not block the sidewalk and they were past members of the Association however dropped out due to the rules requiring payment to set items in front of their store. Councilman Fink reminded that your business insurance does not cover the sidewalks.

Mrs. Judith Randall spoke highly of the Association and agreed it was not a good idea to move the event into the middle of the streets because visitors may not enter into the businesses.

Mrs. Jankosky responded that she would coordinate with the Fire Department and the City Attorney and return to Council with suggestions.

RESOLUTION

- 10. RESOLUTION NO. 2013-07; A RESOLUTION OF THE CITY OF ARCADIA, FLORIDA DECLARING SUPPORT FOR PROPOSED CHANGES TO SECTION 287.055, F.S., ALSO KNOWN AS "THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT" OR "CCNA". (City Administrator)**

The City Recorder read Resolution No. 2013-07 by title only. A motion was made by Councilman Fink and seconded by Councilman Allen to adopt Resolution No. 2013-07 as presented. The motion carried 5-0.

ORDINANCES

11. **ORDINANCE NO. 984; FIRST READING AN ORDINANCE AMENDING DIVISION 3 OF ARTICLE IV OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA BY RENAMING THE TITLE OF CITY RECORDER TO CITY CLERK; DELETING SEC. 2-115 CUSTODY OF CITY FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

The City Recorder read Ordinance No. 984 by title only. A motion was made by Councilman Fink and seconded by Councilman Allen to move Ordinance No. 984 forward to second reading. The motion carried 5-0.

12. **ORDINANCE NO. 985; SECOND AND FINAL READING OF AN ORDINANCE AMENDING SECTION 11 OF THE CHARTER OF THE CITY OF ARCADIA TO CHANGE THE ELECTION DATES FOR THE OFFICE OF THE CITY COUNCIL; PROVIDING FOR THE ONE TIME EXTENSION OF THE TERMS OF THE CITY COUNCIL MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)**

The City Recorder read Ordinance No. 985 by title only. A motion was made by Councilman Allen and seconded by Deputy Mayor Heine to adopt Ordinance No. 985 as presented. Councilman Fink noted for the record that he opposed the Ordinance noting that it may be perfectly legal however it is not in the best interest of the City. The motion carried 4-1 with Councilman Fink dissenting.

13. **ORDINANCE NO. 986; FIRST READING OF AN ORDINANCE AMENDING SECTION 46-264 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO CHANGE THE ELECTION DATES FOR THE OFFICE OF THE CITY MARSHAL; PROVIDING FOR THE ONE TIME EXTENSION OF THE TERM OF THE CITY MARSHAL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

The City Recorder read Ordinance No. 986 by title only. A motion was made by Deputy Mayor Heine and seconded by Councilman Allen to move Ordinance No. 986 forward to second reading. Councilman Fink stated he opposes Ordinance No. 986 as well as the previous Ordinance because there are other ways in which the Ordinance could be put into effect which includes voting of the citizens. The motion carried 4-1 with Councilman Fink Dissenting.

14. **ORDINANCE NO. 987; FIRST READING OF AN ORDINANCE AMENDING SECTION 2-95 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA BY INCLUDING CUSTODY OF CITY FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
(City Attorney)

The City Recorder read Ordinance No. 987 by title only. A motion was made by Councilman Fink and seconded by Councilman Heine to move Ordinance No. 987 forward to second reading. The motion carried 5-0.

COMMENTS FROM DEPARTMENTS

15. City Marshal – February Report Included

16. Attorney

- a. Code Enforcement Lien on 342 S. Orange Avenue

Attorney Wohl reported a mortgage and three years of taxes on 342 S. Orange Avenue that takes priority over the lien and potential future foreclosure. Councilman Fink asked that the code be reviewed and updated in regards to these type matters.

17. City Administrator

Mrs. Jankosky reported that FDOT denied the City's request for the easement. A motion was made by Councilwoman Frierson and seconded by Deputy Mayor Heine to approve the purchase offer from FDOT for the right of way regarding Highway 17 road improvements. The motion carried 5-0.

Mayor Keene requested an update on the crosswalk on Highway 70 South. Mrs. Jankosky will speak with the County and report at next meeting.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Mr. George Chase inquired as to the lease status reviewed by the Attorney for events at the Airport. Attorney Wohl confirmed he reviewed the document and the fly-ins and gatherings could be permitted.

County Commissioner Bob Miller reported a workshop with Fire Rescue and the County Sheriff on March 26, 2013 at 9 a.m.

Mr. Mario Bing expressed his dissatisfaction of people discussing the local Church.

Mr. James George, Phoenix Rising, commented on taking stock in the City's Antiques Fair.

MAYOR AND COUNCIL MATTERS

Mayor Keene asked Council if they would consider personal donations for various flags in Veteran's Park as requested by the Veteran's Council. Council agreed. He announced a fundraiser at the Turner Center on March 28, 2013 in sponsorship of this effort.

ADJOURN

There being no further business the meeting adjourned at 8:10 p.m.

APPROVED THIS ____ DAY OF _____, 2013.

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder

**MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, MARCH 19, 2013
6:00 PM**

ITEM # 2

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.

Councilman Fink 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
City Attorney Thomas J. Wohl

City Recorder Gia S. Lancaster
Marshal Charles Lee

PRESENTATION

Arcadia Nico-Teen Zombie Video (6 minutes) – Dr. Kirk Voelker

Dr. Voelker presented the final Arcadia Nico-Teen Zombie Video and answered questions from the Council and public.

CONSENT AGENDA

1. March 5, 2013 City Council Minutes
2. Check Warrant Reports from 03-08-13, 03-12-13 and 03-15-13

A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to approve consent agenda items 1 and 2 as present. The motion carried 5-0.

DISCUSSION ITEMS

3. Discussion of Special Assessments (City Administrator)

Mrs. Jankosky reported the packet memo addresses certain special assessments including street lighting and storm water management. She asked for Council's opinion on moving forward with additional research. Deputy Mayor Heine felt the idea was good; however he did not want to put more costs on the citizens at this time. Mrs. Jankosky replied that citizens have asked for additional street lights. Councilman Fink stated that he likes the assessment idea and

that if you want a certain level of service it costs money and if we can show services are increased this shows promise. Councilwoman Frierson stated that she would like to see the results of the County Fire Services Contract. Councilman Allen stated that he has mixed emotions regarding assessments however there is a need. Mayor Keene stated that his understanding is that the City Administrator is asking for permission to complete additional research and this may be an opportunity to provide a fee for a needed service. He asked that if the Council is in agreement to allow the City Administrator to continue research and also suggested including discussion with the Storm Water Management District. Council agreed to allow the City Administrator to move forward with assessment research.

4. Surplus Vehicles (City Administrator)

A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to surplus five vehicles at auction on April 6, 2013 with transport fees in the amount of \$50.00 per vehicle. The motion carried 5-0.

The City Recorder announced two last minute special event applications for approval. The Myakka Church requested a special event permit for the following six months providing food for the homeless at the Smith Brown Gym on the second Saturday. A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to approve the special event permit for Myakka Church on the second Saturday of the month (6 months) at Smith Brown Gym. The motion carried 5-0.

The City Recorder reported a request from Heritage Baptist Church for Easter Sunrise Service at the Tree of Knowledge Park on March 31, 2013. Councilman Fink agreed to pay the \$25.00 fee to ensure the permit was approved. A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to approve the special permit for Heritage Baptist Church Easter Sunrise Service at the Tree of Knowledge on March 31, 2013. The motion carried 5-0.

Attorney Wohl reported that there are sections in Ordinances 984 and 987 that require amending. He suggested those Ordinances be tabled and placed on a subsequent agenda for first reading. Section 2-116 of Ordinance 984 will be deleted and addressed in Ordinance 987 to contain language regarding payment of funds and signing of checks.

A motion was made by Deputy Mayor Heine and seconded by Councilman Fink to table Ordinances 984 and 987 to the next regular meeting. The motion carried 5-0.

ORDINANCES

5. **ORDINANCE NO. 984; SECOND AND FINAL READING OF AN ORDINANCE AMENDING DIVISION 3 OF ARTICLE IV OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA BY RENAMING THE TITLE OF CITY RECORDER TO CITY CLERK; DELETING SEC. 2-115 CUSTODY OF CITY FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

Ordinance tabled to next meeting (April 2, 2013) per Attorney.

6. **ORDINANCE NO. 986; SECOND AND FINAL READING OF AN ORDINANCE AMENDING SECTION 46-264 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO CHANGE THE ELECTION DATES FOR THE OFFICE OF THE CITY MARSHAL; PROVIDING FOR THE ONE TIME EXTENSION OF THE TERM OF THE CITY MARSHAL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

A motion was made by Deputy Mayor Heine and seconded by Councilwoman Frierson to adopt Ordinance No. 986 at second and final reading. Councilman Fink noted the same reasons for disapproval of this Ordinance as this could be accomplished in other ways which would include involving the citizens however he does not find fault in the Attorney's opinion. The motion carried 4-1 with Councilman Fink dissenting.

7. **ORDINANCE NO. 987; SECOND AND FINAL READING OF AN ORDINANCE AMENDING SECTION 2-95 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA BY INCLUDING CUSTODY OF CITY FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

Ordinance tabled to next meeting (April 2, 2013) per Attorney.

8. **ORDINANCE NO. 988; FIRST READING OF AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA; CREATING SECTION 102-47 OF THE CITY OF ARCADIA CODE OF ORDINANCES; PROVIDING FOR THE IMPOSITION OF LIENS FOR DELINQUENT UTILITY ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)**

Attorney Wohl clarified that this Ordinance is for discussion purposes only and allows for the City to impose liens after a period of delinquent accounts. He asked for consensus from Council to continue modification of the Ordinance and bring forward to a subsequent meeting. Attorney Wohl responded to Councilwoman Frierson that the liens would be placed upon the property. Mayor Keene submitted that this appears to be a tool for collections and worthy of investigating. Councilman Allen and Councilman Fink agreed.

COMMENTS FROM DEPARTMENTS

9. City Marshal

Marshal Lee reported a complaint from Mr. Ken Pepper regarding Tremron leaving their bay doors open. Attorney Wohl requested that Code Enforcement visit Tremron and take decibel readings with the bay doors open and all the machines on except the hydraulic press. They would proceed following investigation and Attorney Wohl would report back to Council.

10. Attorney
 - a. Antiques Fair Update

Attorney Wohl reported because the Antiques Fair is every month there is no long term solution; However in his memo he outlined two short-term solutions: 1) display merchandise at least 5 feet away from the buildings next to the curbs or 2) Close Oak Street and place vendors within the Street area. Attorney Wohl noted that for long term purposes the code may be addressed to permit booths daily that will not violate the code and ADA regulations, as well as not blocking the storefronts.

Cindy Long, store owner, stated she was the past president of the Antiques Association and those days are typically big for her store. She stated that the tables should be next to the buildings because if tables are near the curb the cars will knock items down. Attorney Wohl noted that the biggest concern is maintaining ADA compliance.

Councilwoman Frierson questioned if the Antiques Association permit give exclusive use of the sidewalks to the Association. Attorney Wohl replied no, that the Antiques Association indicated in their yearly sponsorship permit that they would not obstruct the sidewalks. Councilwoman Frierson asked if the vendors need to acquire a sponsorship permit from the Antiques Association or the City. Attorney Wohl responded that the vendor may be sponsored under the umbrella of the Antiques Association or a temporary vendor can be issued by the City.

Councilman Fink disclosed that he owns an antique shop but does not gain any benefit and the previous Counsel confirmed no conflict of interest. Councilman Fink continued that he reviewed the Code and asked who becomes responsible for the liability because the Antiques Association carries \$2 million in liability. He noted that code 86-5 is very specific and if we need to update the code then let us change it. He stated that it was his understanding that the Antiques Association was granted exclusive rights to place items on the sidewalk and questioned who is liable. Attorney Wohl replied that the exclusivity issue is if they don't fall under the umbrella of the approved sponsorship application; however they could apply for a City temporary vendors permit. He continued, as to the liability, the City could always be liable. Mayor Keene asked that if someone obtains a temporary vendors license where they will set up their table. Attorney Wohl replied that on the application it asks for the location of the temporary vending so that would need to be agreed upon up front. Councilman Fink inquired that according to 34.94 a temporary vendor license is only for four per year. Attorney Wohl confirmed.

Christine Lee, asked as a store owner, why she had to pay a fee for a temporary license when she pays rent. Attorney Wohl replied per 24-91 that if someone wanted to set up a table that is a temporary vending license which is different from blocking the sidewalk (96-5). He noted that one issue is there is no definition for blocking or obstructing the sidewalk and perhaps the code should be addressed.

Councilman Fink stated that he received pictures of the downtown from Mrs. Flo Rife depicting vendors selling out of the handicap loading zone and the back of a truck.

Mrs. Sheri Fink passed out a diagram showing the Antiques Association ADA compliance of 8'6 and noted that on the 1st Saturday the tables are set on both sides of the sidewalk.

Mrs. Sue Brady, Lake Suzy, said she visited the Antiques Fair recently and had no issues in the wheelchair or walker.

Mr. Charles Conklin asked if the Margaret Way Building was ADA accessible and he knew there were no curb cuts. He felt that even the City building did not fit ADA compliance.

Mayor Keene stated that the City is looking for consistency in the downtown area. Attorney Wohl inputted that he felt that all people were aware of the ADA issues and if you do not have a permit or fall under the sponsorship umbrella you are not authorized as a temporary vendor. Mayor Keene countered then we may need to revise the code. Attorney Wohl stated a possible solution was amending the permit considering the ADA compliancy and that the Antiques Association would not set up in front of stores without permission.

Mrs. Jankosky pointed out that the poles, plants and trees at the curb are 3'2 which can't be counted which leaves 7 feet so if you limit setup to one table ADA compliance will be met. Attorney Wohl responded to Mayor Keene that the City needs a uniform code for vendors to set up tables.

Ms. Sandra George, storeowner, asked why Code Enforcement was only present during the 4th Saturday Antique Fair.

The City Recorder announced the Business Expo at the Turner Center at 6 p.m. on March 28, 2013.

11. City Administrator

Mrs. Jankosky reported that Mrs. Valerie Gilchrest, Homeless Coalition, presented the certificate of liability for utilizing Smith Brown Gym however there was still the matter of the special event fee.

Marshal Lee agreed to pay \$150.00 toward the event fees. Mayor Keene agreed to pay an additional \$150.00 for the event fees. A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to approve the yearly application for the Homeless Coalition at the Smith Brown Gym. The motion carried 5-0.

PUBLIC (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

County Commissioner Bob Miller asked about the lien Ordinance (30 day notice) and about the rules for owning a business in the downtown area.

Mr. Steve Sapp voiced his concerns about "water privatization", the 25% rate increases and the new late fees for water and sewer.

Mr. Roger Dall stated that he has served on boards in the past and recommended painting lines downtown to regulate the sale of items on the sidewalk and he spoke to ADA and permitting.

Mr. Greg Smith asked if he could be granted permission to perform maintenance on the Wind-T. The City Administrator granted approval.

MAYOR AND COUNCIL MATTERS - NONE

ADJOURN

There being no further business the meeting adjourned at 7:30 p.m.

APPROVED THIS ____ DAY OF _____, 2013.

By:

Keith Keene, Mayor

ATTEST:

Gia S. Lancaster, City Recorder



03/18/2013 08:13
aahorkey

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

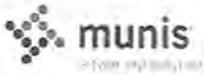
PG 4
apwarnt

WARRANT: 20130305 03/18/2013

DUE DATE: 03/18/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
91681	40073	DESOTO COUNTY TAX COLLECTOR	03182013	100	INV	03/18/2013	88.10	TRANSFER TAG/TITLE '12
WARRANT TOTAL							88.10	

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



03/19/2013 14:23
aahorkey

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

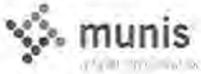
PG 4
apwarrnt

WARRANT: 20130307 03/19/2013

DUE DATE: 03/19/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
91719	2889	JUDI JANKOSKY	03192013	100	INV	03/19/2013	143.76	REIMB FOR PINETEX/WAIN
91720	2906	DISCOUNT SEATING INC	03192013	100	INV	03/19/2013	5,385.00	SEATING FOR COUNCIL CH
91721	2257	PEACE RIVER DISTRIBUTING CO	00050948	100	INV	03/19/2013	383.80	BEVERAGES FOR PRO SHOP
91722	2775	SOUTHERN WINE & SPIRITS	T5000107735BUEGKJTG	100	INV	03/19/2013	282.85	BEVERAGES FOR PRO SHOP
WARRANT TOTAL							6,195.41	

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



03/22/2013 09:25
aahorkey

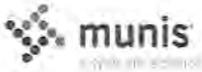
City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

PG 14
apwarrnt

WARRANT: 20130306 03/22/2013

DUE DATE: 03/22/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
91682	2603	B & B TELEPHONE SYSTEMS INC	03111305	100	INV	03/22/2013	122.00	INSTALL NETWORK RUN FO
91683	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 ARCCONCE	100	INV	03/22/2013	18.08	86913-31980: 948 N ARC
91684	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 ARCSOFTL	100	INV	03/22/2013	7.44	79812-41180: 948 N ARC
91685	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 NE FIELD	100	INV	03/22/2013	476.29	86893-35928: 948 N ARC
91686	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 ARC LTS	100	INV	03/22/2013	7.44	98315-85519: 948 N ARC
91687	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 ARCPKGLO	100	INV	03/22/2013	22.27	86903-33953: 948 N ARC
91688	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 VIRCONCE	100	INV	03/22/2013	31.50	86763-31997: 400 VIRGI
91689	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 VIRSPEER	100	INV	03/22/2013	18.08	86753-33960: 400 VIRGI
91690	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 WESTFLD	100	INV	03/22/2013	7.44	79406-02274: 400 VIRGI
91691	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 VIREASTF	100	INV	03/22/2013	7.44	13266-99236: 400 VIRGI
91692	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 ARC LL	100	INV	03/22/2013	34.94	59153-15104: 948 N ARC
91693	2630	METRO PCS WIRELESS INC	745129	100	INV	03/22/2013	200.00	TEXT MESSAGE RETRIEVAL
91694	2128	ODYSSEY MANUFACTURING CO.	178483	100	INV	03/22/2013	417.00	HYPOCHLORITE SOLUTIONS
91695	190070	SHORT ENVIRONMENTAL	12-3346	100	INV	03/22/2013	78.00	SAMPLE 12/3-5/2012
91696	190070	SHORT ENVIRONMENTAL	12-3347	100	INV	03/22/2013	78.00	SAMPLE 12/06/2012
91697	190070	SHORT ENVIRONMENTAL	13-0194	100	INV	03/22/2013	78.00	SAMPLE 12/20/2012
91698	190070	SHORT ENVIRONMENTAL	13-0205	100	INV	03/22/2013	26.00	SAMPLE 12/26/2012
91699	190070	SHORT ENVIRONMENTAL	13-0207	100	INV	03/22/2013	78.00	SAMPLE 12/27/2012
91700	190070	SHORT ENVIRONMENTAL	13-0208	100	INV	03/22/2013	915.00	SAMPLE 12/17/2012
91701	190070	SHORT ENVIRONMENTAL	13-0209	100	INV	03/22/2013	915.00	SAMPLE 10/01/2012
91702	190070	SHORT ENVIRONMENTAL	13-0257	100	INV	03/22/2013	26.00	SAMPLE 01/02/2013
91703	190070	SHORT ENVIRONMENTAL	13-0267	100	INV	03/22/2013	78.00	SAMPLE 1/03/2013
91704	190070	SHORT ENVIRONMENTAL	13-0274	100	INV	03/22/2013	78.00	SAMPLE 1/7/2013-1/9/20
91705	190070	SHORT ENVIRONMENTAL	13-0365	100	INV	03/22/2013	78.00	SAMPLE 1/10/2013
91706	190070	SHORT ENVIRONMENTAL	13-0370	100	INV	03/22/2013	78.00	1/14/2013-1/16/2013



03/22/2013 09:25
aahorkey

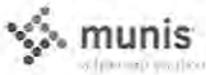
City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

PG 15
apwarrnt

WARRANT: 20130306 03/22/2013

DUE DATE: 03/22/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
91707	190070	SHORT ENVIRONMENTAL	13-0419	100	INV	03/22/2013	78.00	SAMPLE 1/24/2013
91708	190070	SHORT ENVIRONMENTAL	13-0420	100	INV	03/22/2013	78.00	SAMPLE 1/21/2013-1/23/
91709	190070	SHORT ENVIRONMENTAL	13-0424	100	INV	03/22/2013	78.00	SAMPLE 1/17/2013
91710	190070	SHORT ENVIRONMENTAL	13-0476	100	INV	03/22/2013	78.00	SAMPLE 1/28/2013-1/30/
91711	190070	SHORT ENVIRONMENTAL	13-0485	100	INV	03/22/2013	78.00	SAMPLE 1/31/2013
91712	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 GOLF PMP	100	INV	03/22/2013	19.50	16289-31998: 1769 NE L
91713	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 GOLF CAR	100	INV	03/22/2013	1,365.24	26069-35985: 1769 NE L
91714	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 PRO SHOP	100	INV	03/22/2013	9.44	53062-54037: 1769 NE L
91715	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 GVT OL	100	INV	03/22/2013	31.92	26059-37958: 1769 NE L
91716	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 GOLFMETA	100	INV	03/22/2013	47.07	45975-18598: 1769 NE L
91717	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 GOLF RR	100	INV	03/22/2013	37.46	16279-33961: 1769 NE L
91718	1310	GE CAPITAL	78511886	100	INV	03/22/2013	2,668.29	BILLING ID NO. 9013620
91723	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 CITY HAL	100	INV	03/22/2013	738.88	26417-31993: 123 W HIC
91724	2587	PITNEY BOWES GLOBAL FINANCI	8315426-MR13	100	INV	03/22/2013	256.32	LEASE ACCT NO. 8315426
91725	2084	RICOH AMERICAS CORP.	5025306253	100	INV	03/22/2013	57.34	CONTRACT NO. 2975732
91726	2439	TD EQUIPMENT FINANCE INC	00386772	100	INV	03/22/2013	11,772.65	CONTRACT NO. 40066715-
91729	1963	BV OIL COMPANY, INC	FEBRUARY 2013	100	INV	03/22/2013	14,353.27	FUEL & OIL MONTHLY - F
91730	2626	SNYDER LANCE	789914	100	INV	03/22/2013	257.55	SNACKS FOR PRO SHOP
91731	190207	SUNCOAST FORMS & SYS INC	335810	100	INV	03/22/2013	687.78	UTILITY BILLS
91732	1893	ARCADIA DO-IT-BEST HARDWARE	A342948	100	INV	03/22/2013	.86	1/2" PVC SCH40 MIP PLU
91733	106	BOWLING GREEN SMALL ENGINE	28041	100	INV	03/22/2013	145.99	SWITCH OIL PRESSURE/KN
91734	10030	W & S ENTERPRISE ACCOUNT	101493	100	INV	03/22/2013	79.40	ACCT NO. 2090697500
91735	10030	W & S ENTERPRISE ACCOUNT	101885	100	INV	03/22/2013	30.24	ACCT NO. 2110915600
91736	10030	W & S ENTERPRISE ACCOUNT	101512	100	INV	03/22/2013	30.24	ACCT NO. 2090708200
91737	10030	W & S ENTERPRISE ACCOUNT	101510	100	INV	03/22/2013	30.24	ACCT NO. 2090708000



03/22/2013 09:25
aahorkey

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

PG 16
apwarrnt

WARRANT: 20130306 03/22/2013

DUE DATE: 03/22/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
91738	10030	W & S ENTERPRISE ACCOUNT	101408	100	INV	03/22/2013	60.84	ACCT NO. 1070625900
91739	40050	DESOTO AUTOMOTIVE INC	331821B	100	INV	03/22/2013	112.31	HYDRAULIC FITITNG/HOSE
91740	2228	THE DUMONT COMPANY, INC.	273091	100	INV	03/22/2013	462.00	AS4000 AMMONIUM SULFAT
91741	1085	EMCI WIRELESS	SEB01IN5679	100	INV	03/22/2013	80.00	SERVICE
91742	1743	ENVIRONMENTAL PRODUCTS OF F	V030472	100	INV	03/22/2013	470.00	EXT BROOM WW MV/SIDE B
91743	60020	FENDER AUTO PARTS	27357	100	INV	03/22/2013	389.45	FILTERS/OIL
91744	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 HICK OL	100	INV	03/22/2013	22.25	11635-82172: 34 W HICK
91745	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 LK CATH	100	INV	03/22/2013	7.44	25213-93492: 1 W OAK S
91746	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 LAKE LGT	100	INV	03/22/2013	256.66	82700-62345: 1051 W MA
91747	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 TREE OF	100	INV	03/22/2013	33.26	37213-04404: 1 N DESOT
91748	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 ORANGE	100	INV	03/22/2013	216.71	38815-93564: 1 ORANGE
91749	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 WAY BLDG	100	INV	03/22/2013	814.40	16067-36906: 23 N POLK
91750	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 BALDWIN	100	INV	03/22/2013	551.21	25256-87261: 30 S BALD
91751	80075	HOME OWNERS SUPPLY	234709	100	INV	03/22/2013	8.15	SCREW/HOUSE NUMBERS
91752	80075	HOME OWNERS SUPPLY	234784	100	INV	03/22/2013	17.97	RING WAX EXTENDER KIT/
91753	80075	HOME OWNERS SUPPLY	234760	100	INV	03/22/2013	52.77	LITE ER/COVER SQUARE/C
91756	110075	KNIGHT SUPPLY	35755	100	INV	03/22/2013	3.75	NIPPLE SCD80 1/4" X CL
91757	80125	LOU'S HYDRAULIC SALES & SER	5612A	100	INV	03/22/2013	84.12	HYDRAULIC HOSE/JIC SWI
91758	1535	NAPA AUTO PARTS	202309	100	INV	03/22/2013	13.38	AIR/OIL FILTER
91759	1535	NAPA AUTO PARTS	202579	100	INV	03/22/2013	112.33	RADIATOR
91760	1535	NAPA AUTO PARTS	202560	100	INV	03/22/2013	16.78	WINDSHIELD WIPERS
91761	1535	NAPA AUTO PARTS	202543	100	INV	03/22/2013	18.78	WINDSHIELD WIPERS
91762	1535	NAPA AUTO PARTS	202621	100	INV	03/22/2013	114.02	NON-CHLOR BRAKE CLNR/C
91763	1535	NAPA AUTO PARTS	202624	100	INV	03/22/2013	18.50	GLOVES
91764	1535	NAPA AUTO PARTS	202554	100	INV	03/22/2013	32.71	ASSEMBLY



03/22/2013 09:25
aahorkey

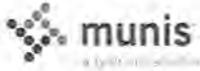
City of Arcadia, FL - ** LIVE **
WARRANT LIST BY VOUCHER

PG 17
apwarrnt

WARRANT: 20130306 03/22/2013

DUE DATE: 03/22/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
91765	1535	NAPA AUTO PARTS	202644	100	INV	03/22/2013	8.99	TRAILER BALL
91766	1535	NAPA AUTO PARTS	201616	100	INV	03/22/2013	100.84	BATTERY/CORE DEPOSIT/E
91767	1535	NAPA AUTO PARTS	201625	100	INV	03/22/2013	.69	OIL FILTER
91768	1535	NAPA AUTO PARTS	201627	100	CRM	03/22/2013	-82.50	CORE DEPOSIT
91769	2128	ODYSSEY MANUFACTURING CO.	178482	100	INV	03/22/2013	549.00	HYPOCHLORITE SOLUTIONS
91770	2457	PITNEY BOWES INC	03112013	100	INV	03/22/2013	300.00	8000-9000-0249-4254
91771	2587	PITNEY BOWES GLOBAL FINANCI	8364259-MR13	100	INV	03/22/2013	60.94	LEASE ACCT NO. 8364259
91772	2353	RED E SERVICES INC	3440	100	INV	03/22/2013	70.00	SERVICE
91773	2353	RED E SERVICES INC	3441	100	INV	03/22/2013	840.00	SERVICE
91774	2657	ELLISON SYSTEMS INC	1359048743	100	INV	03/22/2013	118.51	OFFICE SUPPLIES
91775	2657	ELLISON SYSTEMS INC	1360333901	100	INV	03/22/2013	231.76	OFFICE SUPPLIES
91776	2477	STATE OF FLORIDA	3G-7226	100	INV	03/22/2013	642.86	SERVICE THRU FEB 04, 2
91777	2219	UNITED AMERICAN INSURANCE C	MARCH 2013	100	INV	03/22/2013	479.00	POLICY NO. 8004420
91778	230045	WESTERN AUTO ASSOC STORE	10068123	100	INV	03/22/2013	180.95	BATTERIES
91779	248	USA BLUEBOOK	828949	100	INV	03/22/2013	101.95	METHYL ORANGE INDICATO
91780	248	USA BLUEBOOK	834411	100	INV	03/22/2013	54.56	METHYL ORANGE INDICATO
91781	248	USA BLUEBOOK	697542	100	INV	03/22/2013	176.95	POTASSIUM IODIDE
91783	2580	J J TAYLOR COMPANIES INC	9391567	100	INV	03/22/2013	572.42	BEVERAGES FOR PRO SHOP
91784	2583	CENTRAL FLORIDA RPC	1011 10454	100	INV	03/22/2013	7,500.00	PLANNING ADVISORY SERV
91786	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 GOLDEN	100	INV	03/22/2013	80.34	15106-36952: 1180 SW G
91787	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 HIBISCUS	100	INV	03/22/2013	23.41	35352-38921: 200 HIBIS
91788	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 SEWAGE	100	INV	03/22/2013	5,468.16	24483-39941: 223 S PAR
91789	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 324OAKSC	100	INV	03/22/2013	7.92	24800-91236: 324 W OAK
91790	60090	FLORIDA POWER & LIGHT	FEB/MAR '13 415OAKSC	100	INV	03/22/2013	7.44	54755-19517: 415 W OAK
91791	2523	PNC EQUIPMENT FINANCE, LLC	4376831	100	INV	03/22/2013	123.74	LEASE NO. 139552000



03/22/2013 09:25
aahorkey

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

PG 18
apwarrnt

WARRANT: 20130306 03/22/2013

DUE DATE: 03/22/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
91792	2523	PNC EQUIPMENT FINANCE, LLC	4376830	100	INV	03/22/2013	6,727.20	LEASE NO. 139550000
91793	190070	SHORT ENVIRONMENTAL	13-0345	100	INV	03/22/2013	320.00	SAMPLE 1/8/2013
91794	190070	SHORT ENVIRONMENTAL	13-0107	100	INV	03/22/2013	75.00	SAMPLE 1/7/2013
91795	190070	SHORT ENVIRONMENTAL	13-0407	100	INV	03/22/2013	75.00	SAMPLE 2/4/2013
91796	190070	SHORT ENVIRONMENTAL	13-0433	100	INV	03/22/2013	150.00	SAMPLE 2/5/2013
91797	190070	SHORT ENVIRONMENTAL	13-0544	100	INV	03/22/2013	56.00	SAMPLE 1/31/2013
91799	2776	VERIZON WIRELESS	9701178102	100	INV	03/22/2013	91.44	ACCT NO. 323656740-000
91800	2776	VERIZON WIRELESS	9701178103	100	INV	03/22/2013	296.85	ACCT NO. 323656822-000
91802	2558	CITY OF ARCADIA	03202013	100	INV	03/22/2013	125.00	WAIVER OF RECOURSE
WARRANT TOTAL							66,389.81	

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



03/22/2013 09:27
aahorkey

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

PG 4
apwarrnt

WARRANT: 20130308 03/22/2013

DUE DATE: 03/22/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE DUE DATE	AMOUNT	COMMENT
91782	1963 BV	OIL COMPANY, INC	MARCH 2013_AIRPORT	100	INV 03/22/2013	397.56	FUEL & OIL REPORT - MA
WARRANT TOTAL						397.56	

** 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 February 2013

<i>Aviation Fuel</i>	<i>468.8 GALLONS @ \$0.01/ga</i>	<i>\$</i>	<i>4.69</i>
<i>Lubrication oil.....</i>	<i>0.50Gallons.04/gal</i>	<i>\$</i>	<i>.02</i>
<i>Tiedown Fee.....</i>	<i>45.00/50%</i>	<i>\$</i>	<i>22.50</i>
<i>BLDG F...unit 1 and 2.....</i>	<i>650.00/90%</i>	<i>\$</i>	<i>585.00</i>
<i>Bldg F Unit 3.....</i>	<i>433.00/90%</i>	<i>\$</i>	<i>390.00</i>
<i>T-hangers.....</i>	<i>4050.00/90%</i>	<i>\$</i>	<i>4,050.00</i>
<i>Late Fee.....</i>	<i>25.00/90%</i>		<i>22.50</i>
<i>This month 18 of the 20 hangers rented-Building A and B</i>			
<i>3 of the 3 hangers rented-Building F</i>			
<i>Adjustments tie-down/January Ruple</i>	<i>\$45.00 /50%</i>		<i>\$22.50</i>

*Total due City for February 2013**\$ 5,097.21**Paid Check # 2593*



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 3/25/13
Event Name TEAM Arcadia CAR SHOW
Event Location Oak St Polk
Date(s) of Event _____ Hours of Event 4:30 PM - 8:30 PM
Expected Attendance 100 people
Event Sponsor TEAM Arcadia Non-Profit? YES ___ NO
Description of Event CAR SHOW
4/20 5/18 6/15

Contact Person John Super Telephone (823) 494-1627
Fax # _____ Email JCSuper70@gmail.com
Insurance Carrier Desoto
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. Yu Date: 3/25/13
City Marshal _____ Approved _____ Disapproved _____
City Administrator _____ Approved _____ Disapproved _____
City Council _____ Approved _____ Disapproved _____

PAID \$75.00 CASH
3/25/13 USG

10:00 + PLS

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 CAR Show to be held at CAK ST on 4/20, 5/18, 6/15.

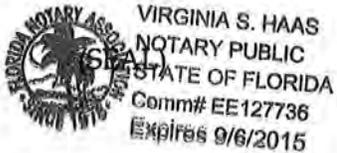
(Printed Name) (Title or Office Held) (Club, organization, group, etc) (Name of Event) (Location) (Date)

By: [Signature]
Printed Name: John Super
Entity Name: TEAM ARCADIA
Its: President
Date: 3/25/13

STATE OF FLORIDA

COUNTY OF DeSOTO

Sworn to and subscribed before me this 25th day of MARCH, 2013, by John Super, as _____ of _____ who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC

SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

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

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

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



Signature of Applicant/Event Sponsor

John Super

PRINTED Name of Above

3-25-13

Date

863-494-1627

Contact Phone #

Dear Mrs. Jones,

As Class Sponsor, I am writing to you on behalf of the DeSoto County High School (Juniors) Class of 2014 in regards to the old fire station located on Cypress St. that is no longer in active service to the DeSoto County Fire and Rescue Units. We are formally requesting that you grant us permission to use the facility (including lights, water, and restrooms) on various dates from April 1st – April 20th 2013 between the hours of 4:00PM and 9:00PM in preparation for the upcoming 2013 DeSoto County Prom. As you are aware the prom is a huge event among most current high school students and families within the community, and this year our Junior Class has the honor of hosting it. The facility in question would be the perfect location for our class, under proper adult supervision, to decorate and prepare the prom scenery due to its space and close proximity to the high school. Granting approval for this request would not only mean a great deal to our class but also benefit the entire DeSoto County High School by assisting in making this year's prom entitled "Black Tie Affair" a huge success. We thank you in advance for your consideration and anxiously await your response to myself or any other 2014 Class Sponsor listed below. Thanks again and best wishes for a wonderful day.

Sincerely,



DHS 2014 Class Sponsor Contact Information:

Shawn Murphy – 863.990.3686 shawn.murphy@desoto.k12.fl.us

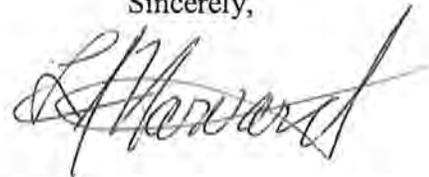
Vicki Hill - 863.990.4106 vicki.hill@desoto.k12.fl.us

Holly Lyons - 863.244.2157 hlyons@hardeeso.com

Dear Mrs. Jones,

As Class Sponsor, I am writing to you on behalf of the DeSoto County High School (Juniors) Class of 2014 in regards to the old fire station located on Cypress St. that is no longer in active service to the DeSoto County Fire and Rescue Units. We are formally requesting that you grant us permission to use the facility (including lights, water, and restrooms) on various dates between the end of September and beginning of October 2014. The exact dates and hours we will need to use the facility are not known until they release the 2014 Homecoming date, at which time we will forward you the information. As you are aware Homecoming is a huge event among many in our community. The facility in question would be the perfect location for our class, under proper adult supervision, to construct our 2014 Senior Homecoming Float due to its space and close proximity to the high school. As Sophomores our class placed first in the float competition and as Juniors we placed 2nd. As Seniors next year we would love to go out with a bang. Please note while considering our request that the entire community who attends the Homecoming Parade and Football Game look forward to the revealing of the class floats entered into the friendly competition, that has grown to play such a large role in the time honored tradition of DeSoto County High School's Homecoming festivities at Bulldog Stadium. Your approval in granting permission for us to construct our float at the facility would mean a great deal to our class as well as future, past, present, and adopted at heart Bulldogs and assist in making the 2014 DeSoto County Homecoming a huge success. We thank you in advance for your consideration and anxiously await your response to myself or any other 2014 Class Sponsor listed below. Thanks again and best wishes for a wonderful day.

Sincerely,



DHS 2014 Class Sponsor Contact Information:

Shawn Murphy – 863.990.3686 shawn.murphy@desoto.k12.fl.us

Vicki Hill - 863.990.4106 vicki.hill@desoto.k12.fl.us

Holly Lyons - 863.244.2157 hlyons@hardeeso.com

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
DESOTO COUNTY
FOR
PURCHASE OF COUNTY FLUSH WATER

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
DESOTO COUNTY
FOR
PURCHASE OF COUNTY FLUSH WATER**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between the **CITY OF ARCADIA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City") and **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") (hereinafter the City and the County collectively referred to as the "Parties").

RECITALS

WHEREAS, the County and the City each own and operate public water supply treatment and distribution systems which provide service to their respective customers; and

WHEREAS, the County currently flushes its potable water system to maintain residual chlorination within the system; and

WHEREAS, the City can use such flush water as a potable Water Supply through the City-County Interconnect **WHEREAS**, the County and the City wish to establish a mechanism for the transfer of water from one system to the other pursuant to the terms provided herein; and

WHEREAS, the City acknowledges that the County could in the future become a potential supplier of water to the City; and

WHEREAS, the City was able to obtain cooperative funding assistance from the Southwest Florida Water Management District for Cooperative Funding for the construction of certain improvements that provide for the connection of their respective water distribution systems so as to permit the transfer of water from one system to the other;

WHEREAS, the City and County have previously entered into a Interlocal Agreement and the City and County now both desire to utilize the interconnect.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

ARTICLE 1

FINDINGS AND INTENT

Section 1.1 - RECITAL INCORPORATION. The above recitals are true and correct and are incorporated herein.

Section 1.2 - AUTHORITY. This Agreement is entered into between the City and the County pursuant to chapters 125, 163.01 and 166 of the Florida Statutes.

Section 1.3 - FINDINGS. The City and the County find and declare that it is in the public's best interest to both preserve our natural resources and protect the environment by engaging in a relationship that will achieve conservation of water resources while maintaining a quality level of services to all water utility customers served by the Parties.

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

- a) The conservation of water that is otherwise being discharged by the County as required to maintain state-mandated water quality standards; and
- b) The construction of a water system interconnection by the City to transfer flush water from the County distribution system to the City distribution system; and
- c) To establish certain procedures for the sale and purchase of such water; and
- d) To maintain an emergency interconnection between the two systems allowing for greater reliability of water supply during declarations of emergency; and
- e) Fostering increased cooperation between the City and County; and
- f) To make excess water supply available between the Parties. However, it is not the intent of this Agreement to form a combined water supply system that would invoke Federal Environmental Protection Agency or DEP rules not otherwise applicable to the separate City or County systems.

ARTICLE 2

DEFINITIONS

In the absence of a clear implication otherwise, capitalized terms under this Contract and in the attached exhibits shall have the following meanings:

“CONTRACT YEAR” shall mean the calendar year (beginning on each January 1, and ending on the following December 31) during the term of this Agreement.

“DELIVERY POINT” shall mean the point of delivery of Flush Water by the County to the City pursuant to the terms of this Agreement, as more specifically described in Exhibit A, attached hereto.

“EFFECTIVE DATE” shall mean the date when this fully executed interlocal agreement is filed with the Desoto County Clerk of Court in accordance with section 163.01(11) of the Florida Statutes.

“FDEP” shall mean the Florida Department of Environmental Protection or other agency subsequently delegated the authority to oversee the operation and safety of potable water systems within the state.

“FLUSH WATER” shall mean the water that is being discharged from the County’s water distribution system for the purpose of maintaining FDEP compliant water quality levels within the County’s water distribution system.

“FLUSH WATER ALLOCATION” shall mean for any Contract Year, the maximum quantity of Flush Water committed by the County to be delivered to the City as provided herein.

“FLUSH WATER CHARGE” shall mean for any Contract Year, the rate to be paid by the City for Flush Water delivered by the County to the Delivery Point, as such rate is established and negotiated each year in accordance with this Agreement.

“GPD” shall mean gallons per day.

“GPM” shall mean gallons per minute.

“IMPROVEMENTS” shall mean the constructed infrastructure as described in the final Southwest Florida Water Management District Cooperative Funding Grant for the interconnection between the City and the County water systems.

“INITIAL CREDIT PERIOD” shall mean that time period from the beginning of Flush Water delivery from the County to the City in which the County does not directly bill the City for the water, until such time as the City has recovered a credit of Thirty Seven

Thousand Five Hundred and No/100 Dollars (\$37,500.00), representing their capital outlay for the Improvements.

“TRACTOR SUPPLY” shall mean the group of customers within the shopping plaza located north of Hwy 70 and east of Turner Avenue often referred to as the Tractor Supply Plaza, which the City is currently providing water service from their existing 12” water main.

“WATER SUPPLY” shall mean potable drinking water that meets FDEP and EPA drinking water standards.

ARTICLE 3

PREREQUISITE RESPONSIBILITIES

Prior to the County’s delivery of any Flush Water to the City, the City has taken responsibility to design, permit, construct, and finance, through grants and otherwise, the necessary Improvements needed to establish a functioning interconnection of the Parties’ water distribution systems including but not limited to the following:

Section 3.1 – INTERCONNECT CONSTRUCTION . The City has been responsible for the design, permitting and construction of a new interconnect assembly at the existing City-owned water meter assembly point located adjacent to Turner Avenue (the Delivery Point). As part of the construction, the City installed a new bidirectional meter assembly, PLC Controller, check valve and flow control valve. The County has installed a chlorine residual analyzer and has installed a 6-inch Octave flow meter with a totalizer that replaced the City’s bidirectional meter assembly and shall be responsible for any modifications, repairs and calibrations that the meter and chlorine analyzer may require.

Section 3.2 – CONNECTION TO CITY WATER DISTRIBUTION SYSTEM . The City has also modified their distribution system and provided provisions in their ground storage tank in order to achieve the greatest mixing between the City and County Water Supplies required to maintain an adequate chlorine residual as required by FDEP.

ARTICLE 4

FLUSH WATER DELIVERY

Section 4.1 - RATE OF SUPPLY. The maximum rate of Flush Water supply from the County shall not exceed a GPM rate that would be detrimental or harmful to either Party’s system. The rate of Flush Water Supply will be determined concurrently by the Parties. In no event will the County be required to deliver Flush Water in excess of its

allocated potable water capacity from the Peace River Manasota Regional Water Supply Authority, and the County shall not be liable to the City or its customers for any interruptions of water service arising from an inadequate rate of supply of Flush Water delivered by the County to the City.

Section 4.2 - WATER QUANTITY. During the initial period ending December 31, 2013, the Flush Water Allocation shall be set at 200,000 GPD. \ For the remaining Contract Years, the Flush Water Allocation shall be determined concurrently by the Parties. . Such determination of Flush Water Allocation will be provided to the City for approval and upon acceptance by the City, written notice will be provided on or before each December 15 prior to the new Contract Year. There shall be no minimum GPD of Flush Water delivery under this Contract. Water shall be delivered by the County at a pressure necessary to overcome the City's operational pressure. Should the pressure from the County drop below the required pressure, City will not be responsible for acceptance of the full Flush Water Allocation.

Section 4.3 - WATER QUALITY. Flush Water provided by the County shall meet the minimum drinking water requirements as established by the FDEP, as such requirements may be amended from time to time. Provided that proper notification of a significant disruption of Flush Water delivery by the City was provided to the County and upon reinstatement of such disrupted Flush Water delivery, and the City is required to flush additional water to achieve a minimum residual at Tractor Supply, the flush water shall be metered and credited to the City until an acceptable residual is met.

Section 4.4 – SYSTEM OPERATOR NOTIFICATION. In efforts to maintain the efficiency of both the City's and the County's drinking water systems, notification of all emergency events and or changes in operational conditions experienced by either utility that could have an impact on the water quality of the other utility's system shall be reported as timely as possible, but no more than 8 hours from the time of discovery. . All planned activities that would significantly alter the rates of Flush Water delivery by the City or by the County shall be reported a minimum of 48 hours in advance, to allow the corresponding utility the necessary time to make appropriate operational adjustments to their utility system. Such notifications should be made directly between the acting system operator responsible for each system as this contact information may change from time to time.

Section 4.5 - WATER CHARGE. The initial price of Flush Water supplied by the County under this Agreement and distributed through the Delivery Point shall be established at a rate of \$0.40 per thousand gallons, however the charge will not be billed to the City for payment as it will be applied to the established credit amount equated to the actual outlay of grant offset funds incurred by the City for the required Improvements. Upon satisfaction of the City's Initial Credit Period, the set price of \$.40 per thousand gallons of Flush Water shall be applied to the metered flush water and the County may bill the City on a monthly basis. The price for Flush Water shall be negotiated annually between the Parties before each November 15, beginning in 2013,

based upon an annual review of criteria related to the City's cost of finished water production for the City's preceding fiscal year.

Section 4.6 - WATER METER CALIBRATION. Annual meter calibration shall be performed. The County shall pay for the calibration. Test results shall be provided to both Parties. For any additional testing, the requesting party shall bear the cost of such meter examinations, tests and adjustments. If a meter test discloses a deviation of more than three percent (3%), the meter shall be corrected and then a billing adjustment will be made for a period not to exceed the past six (6) months of actual service.

ARTICLE 5

PAYMENTS PROVISIONS

Section 5.1 - BILLING AND PAYMENT. During the Initial Credit Period, the County shall provide to the City a monthly statement of account detailing Flush Water use and credit adjustments. Following the Initial Credit Period, on or before the last day of each month, the County shall invoice the City the Flush Water Charge multiplied by the Flush Water delivered as determined by a meter reading at the Delivery Point. Payment shall be made by the City to the County by the 15th of the following month. The County, in addition to all other legal remedies, shall have the right to discontinue the delivery of Flush Water under this Agreement for non-payment by the City.

ARTICLE 6

TERM OF AGREEMENT

Section 6.1 – INITIAL TERM. This Agreement shall remain in full force and effect for five (5) years commencing on the ____ day of _____, 2013, and ending on the ____ day of _____, 2018, all dates inclusive, unless this Agreement is otherwise extended or terminated in accordance with the terms hereof. Although this Agreement shall not become effective until filed with the Desoto County Clerk of Court, the City and the County agree to be bound by this Agreement from the date the last signature required hereof is affixed to the Agreement.

Section 6.2 – RENEWAL. This Agreement shall automatically be extended from year to year after the initial term, unless the City or County notifies the other in writing on or before the first day of October in the year in which expiration of the Agreement is desired.

ARTICLE 7

NOTICES

Section 7.1 – REQUIREMENTS. All notices required hereunder shall be deemed properly delivered when and if personally delivered, sent by (a) Federal Express (or a comparable express delivery system), or (b) mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties as set forth below (notices being deemed given when so deposited in the U.S. Mail):

7.1.1 City Administrator
City of Arcadia
23 N Polk
Arcadia, Florida 34266

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

Section 7.2 – CHANGE OF NOTICE. The Parties hereto may change the person or persons to which notice is to be delivered by giving notice to the other party as outlined in this Section.

ARTICLE 8

DISPUTE RESOLUTION

Section 8.1 - FAILURE OF PERFORMANCE. A breach of this Agreement shall mean a material failure to comply with any provisions of this Agreement. Unless otherwise provided herein, if any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured; provided that if the breaching party is unable to cure such breach within thirty (30) days, the non-breaching party may pursue dispute resolution pursuant to Section 8.2 hereof.

Section 8.2 - DISPUTE RESOLUTION. The Parties agree that due to the unique nature of this Agreement, binding arbitration should be used to resolve disputes that might otherwise be resolved by litigation in a court of competent jurisdiction. Consequently, the Parties agree as follows:

8.2.1 This binding arbitration procedure may be instituted by either party by providing written notice to the other party. Said notice must clearly indicate the dispute to be arbitrated.

8.2.2 Arbitrators shall be appointed as follows:

(1) Each party shall appoint a person as arbitrator within thirty (30) days of receipt by a party of written notice of the other party's intent to

institute the binding arbitration procedure. Each appointment shall be signified in writing to the other party. If a party fails to appoint an arbitrator within said thirty (30) days, the same shall be appointed by the American Arbitration Association from its qualified panel of arbitrators.

(2) Ten (10) days after appointment, the two arbitrators so appointed shall appoint a third arbitrator, who shall chair the panel. If the two arbitrators are unable to agree on a third arbitrator, the same shall be appointed by the American Arbitration Association from its qualified panel of arbitrators.

(3) None of the arbitrators shall have a business or other pecuniary relationship with either party, except for payment of the arbitrators' fees and expenses.

- 8.2.3** The three arbitrators shall be sworn to perform their duties with impartiality and fidelity.
- 8.2.4** The arbitrators may, at their discretion, and shall, upon written request of a party, engage experts to provide peer review of any scientific and technical studies introduced by the Parties.
- 8.2.5** The arbitration hearing shall convene not earlier than sixty (60) days and not later than ninety (90) days of the appointment of the chair, unless the Parties agree to an earlier date.
- 8.2.6** The arbitrators shall render a decision within thirty (30) days of the date on which the arbitration hearing convenes and such decision shall be in writing and induplicate, one counterpart thereof to be delivered simultaneously to each of the Parties. The decisions shall contain findings of fact and conclusions of law and shall be final and binding upon the Parties, and may be enforced in a court of competent jurisdiction located in DeSoto County, Florida.
- 8.2.7** Except to the extent inconsistent with this section, the American Arbitration Association standards shall apply to any arbitration proceedings conducted pursuant to this section.
- 8.2.8** Discovery shall be conducted pursuant to the Florida Rules of Civil Procedure unless both Parties agree to modify such rules.
- 8.2.9** Arbitration shall be held in a mutually agreeable location in DeSoto County, Florida.
- 8.2.10** The costs of the arbitrators and the arbitration hearing shall be shared equally by the Parties.

ARTICLE 9

MISCELLANEOUS

Section 9.1 - EFFECTIVE DATE. This Agreement shall take effect upon filing a fully executed copy with the DeSoto County Clerk of Court.

Section 9.2 – AMENDMENTS. The Parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the Parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement.

Section 9.3 – SEVERABILITY. In the event any term or provision hereto shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions hereby shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

Section 9.4 – RECORDING. In accordance with Chapter 163.01, the County shall cause this fully executed Agreement to be recorded, at its sole expense, in the Public Records of Desoto County.

Section 9.5 – APPLICABLE LAW, CONSTRUCTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement shall not be construed more favorably for one party simply because the other party drafted the Agreement or a portion thereof, it being understood and acknowledged by the Parties that both Parties were involved in the development of the content of this Agreement. Venue for any dispute arising from this Agreement shall be DeSoto County, Florida.

Section 9.6 – SOVEREIGN IMMUNITY. The Parties intend to avail themselves of the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore, neither party is liable for the torts of the officers or employees of the other party, or any tort attributable to the other party, and that each party shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28 of the Florida Statutes.

Section 9.7 – BINDING ON SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto. However, this Agreement is solely for the benefit of the Parties, to this Agreement and their successors and assigns. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party for the purpose of allowing a claim which would otherwise be barred under the doctrine of sovereign immunity.

Section 9.8 – COUNTERPARTS AND CAPTIONS. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

Section 9.9 – WAIVERS AND EXTENSIONS. No waiver or any breach of this Agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

Section 9.10 – TIME. Time is of the essence of this Agreement.

Section 9.11 - COOPERATION. Both Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and to the intent of this Agreement.

Section 9.12 – ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by all parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused their respective representatives to execute this instrument on their behalf, on the dates set forth below.

CITY OF ARCADIA, FLORIDA

By: _____

Keith Keene, Mayor
City Council

Dated: _____

ATTEST:

Judi Jankosky, City Administrator and Clerk

Approved as to Form and Correctness:

Thomas J. Wohl , City Attorney

DESOTO COUNTY, FLORIDA

By _____

James F. Selph, Chairman
County Commission

Dated: _____

ATTEST:

C. Guy Maxcy, County Administrator

Approved as to Form and Correctness:

Donald D. Conn, County Attorney

EXHIBIT A

(Sketch of Meter Site)

TO COME

THE UNITED STATES WAR DOGS ASSOCIATION, INC.
HONORING OUR NATION'S WAR DOGS AND THEIR HANDLERS: PAST, PRESENT, & FUTURE



**Florida K9 Law Enforcement Memorial,
Remembering
FHP K9 Trooper Drake, and all our Silent Heroes**

Help Make It Happen – Be a Part of It

Please Pledge Now Location: Greenacres (Palm Beach County) FL

<http://www.kickstarter.com/projects/1102785715/remembering-drake-bronze-sculpture>

....and Pass this on.

Barbara Snow U.S. War Assn. Southern Chapter

Thank you.

k9mwds@gmail.com

"Sometimes best friends can't be saved, and heroes die; but they must not be forgotten." Ken Simmons , DVM

\$11,000 needed in pledges Before April 5



Few can give many dollars; and, many can give few dollars.



**DRINKING WATER STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT DW140100
CITY OF ARCADIA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ARCADIA, FLORIDA, (Project Sponsor) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW140100, as amended, authorizing a Loan amount of \$7,454,619, excluding Capitalized Interest, and including a Principal Forgiveness amount of \$3,000,000; and

WHEREAS, the Project Sponsor is entitled to additional financing of \$598,085, of which \$620,000 is Principal Forgiveness, and \$21,915 is a reduction in Loan funds; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect adjustment in the Loan amount; and

WHEREAS, the Project costs need adjustment to reflect revised estimates; and

WHEREAS, revised provisions for audit and monitoring along with related changes to the Project schedule are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS984522-110	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$8,052,704	140129

2. Section 8.08 of the Agreement is deleted and replaced as follows:

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

3. The Loan amount authorized for disbursement is hereby reduced by \$21,915. The revised Loan amount is \$4,432,704.

4. The Loan Service Fee is reduced \$438, and the adjusted total service fee for this loan is \$88,654. Estimated Loan Service Fee capitalized interest for the fee amount assessed to date is \$5,900.

5. Additional Principal Forgiveness in the amount of \$620,000 is hereby awarded to the Project Sponsor.

6. The total amount awarded is \$8,052,704. Of that, the estimated amount of Principal Forgiveness is \$3,620,000. The estimated principal amount of the Loan to be repaid is \$4,577,304, which consists of \$4,432,704 to be disbursed to the Project Sponsor and \$144,600 of Capitalized Interest. This total consists of the following:

(a) Amendment 1 of \$3,110,200, including \$3,000,000 authorized for disbursement to the Project Sponsor and \$110,200 of Capitalized Interest, at an interest rate of 3.06 percent per annum; and

(b) Amendment 2 and 3 of \$1,467,104, including \$1,432,704 authorized for disbursement to the Project Sponsor and \$34,400 of Capitalized Interest, at an interest rate of 2.50 percent per annum.

7. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$154,494. Such payments shall be received by the Department on April 15, 2014 and semiannually thereafter on October 15 and April 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$4,671,858, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest (if any).

8. The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Project Sponsor's Project audit or a Department audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the interest rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The interest rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

9. Section 10.07 is deleted and replaced as follows:

(1) Completion of Project construction is scheduled for October 15, 2013.

(2) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than October 15, 2013.

(3) The initial annual certification required under Subsection 2.01(10) of the Agreement shall be due January 15, 2014. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(4) The first Semiannual Loan Payment in the amount of \$154,494 shall be due April 15, 2014.

The estimated Project costs are revised as follows:

<u>CATEGORY</u>	<u>COST(\$)</u>
Administrative Allowance	40,769
Planning Allowance	66,300
Engineering Allowance	434,871
Construction and Demolition	6,511,643
Contingencies	283,215
Technical Services After Bid Opening	715,906
SUBTOTAL (Disbursable Amount)	8,052,704
Less Principal Forgiveness	(3,620,000)
SUBTOTAL (Loan Amount)	4,432,704
Capitalized Interest	144,600
TOTAL (Loan Principal Amount)	4,577,304

10. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to Loan Agreement DW140100 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Program Administrator and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Program Administrator.

for

CITY OF ARCADIA

Mayor or City Administrator

I attest to the opinion expressed in Section 2.02 of the Agreement, entitled Legal Authorization.

Attest

City Clerk

City Attorney

SEAL

for

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Program Administrator
State Revolving Fund

Date

AMENDMENT 4 TO SPECIFIC AUTHORIZATION NO. 11**City of Arcadia Water Treatment Plant
Additional Construction Phase and Technical Services**

THIS DOCUMENT, executed this _____ day of _____, 2013, is the fourth amendment to Specific Authorization No. 11 (SA 11) for Final Design Services which was initially approved by the Arcadia City Council on July 6, 2010. This Specific Authorization was issued under the Agreement for Professional Services dated September 21, 2010 (hereinafter called the "AGREEMENT"), between the City of Arcadia, a Florida municipal corporation (hereinafter called "OWNER") and Hazen and Sawyer, P.C. (hereinafter called "ENGINEER").

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

WHEREAS, the ENGINEER has completed the final design services and is currently providing ongoing construction and administrative services associated with the construction of a 1.5 million gallon per day (mgd) ion exchange water treatment facility to take the place of the City's existing lime softening water treatment facility; and

WHEREAS, the OWNER has obtained funding up to \$8,052,704 to construct the facility (\$4,432,704 loan, \$3,620,000 grant and loan forgiveness) which includes funding for technical services after bid opening up to \$715,906; and the ENGINEER has been contracted to provide technical services for approximately \$658,000; with approximately \$58,000 remaining.

WHEREAS, the OWNER has entered into a construction contract and has approved Change Order No. 2 with Cardinal Contractors to provide additional time for construction and improvements to the existing wells and other items for \$227,343 resulting in a revised total for \$6,811,643 to construct the facility and has requested additional engineering and construction services associated with this Change Order;

WHEREAS, the OWNER desires the ENGINEER to provide additional engineering and construction services associated with Change Order No. 2 which will provide approximately three more months of construction time and require additional engineering and permitting support for the well improvements associated with this change order;

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

BACKGROUND

This amendment will provide additional engineering and construction services associated with the work included in Change Order No. 2 to Cardinal Contractors. The change order is for the addition of new electrical panels and level sensors to Wells 1 through 5 and a new level sensor at Well No. 10 and modifications to the SCADA system to provide readouts and controls for the wells at the WTP. In addition, it provides for engineering revisions to the maintenance building to include a new office. It also includes engineering and hydrogeological assistance for rehabilitation of Well No. 2 which has a significantly reduced pumping capacity to evaluate and rehab the well, extend the well casing and replace the well pump based on a detailed review of existing well conditions. Additional construction and resident project representative (RPR) services are also included for work associated included in Change Order No. 2. The specific tasks associated with this amendment are described below:

SCOPE OF SERVICES

The ENGINEER agrees to provide engineering and technical services as follows:

Project Administration

The Engineer will provide continued project administration and management services for an additional six months beyond the original contract time which also includes time to assist City with project close-out.

Additional Engineering

This task is associated with additional engineering required for design of the new well and level sensors panels for Wells 1 through 5. It also includes modifications to the design of the new maintenance building to include new office.

Permitting

This task is associated with providing assistance for modifications to the Water Use Permit for Well No. 2 and building permit from DeSoto County for the well improvements.

Construction Services

This task is associated with providing engineering construction services associated with the work including in Change Order No. 2 of the contractor's contract. It also includes time to assist staff with changes to SCADA system based on new well telemetry.

Resident Project Representative (RPR) Services

This task is associated with providing on-site RPR services for an additional 3 months during work associated with the construction at the well sites associated with the new panel boxes and well rehabilitation included in Change Order No. 2 of the contractor's contract.

Hydrogeological Engineering Services

This task is associated with providing additional hydrogeological engineering and testing required for the rehabilitation of Well No. 2 in Change Order No. 2. This work will be primarily performed by subconsultant.

TIME SCHEDULE

Services described herein will commence upon receipt of this executed Specific Authorization by Hazen and Sawyer which shall constitute ENGINEER's Notice to Proceed. The services described above are anticipated to be completed by January, 2014 based on updated schedules provided by the Contractor.

COMPENSATION

The ENGINEER shall be paid in accordance with the Direct Labor Costs Times a Factor as set forth in Article 4.01 of the AGREEMENT. A budget of \$58,000 for the additional services under this amendment to Specific Authorization 11, as broken down in the following table, will not be exceeded without the OWNER's written approval.

Amendment 3 Summary

Project Management	\$15,000
Additional Engineering	\$8,000
Permitting	\$2,000
Construction Services	\$15,000
Resident Project Representative Services	\$13,000
Hydrogeological Services	<u>\$5,000</u>
Estimated Total	\$58,000

This amendment will result in a total budget of \$1,215,580 for Specific Authorization 11 for the design and construction services associated with the new water treatment plant as shown below.

Specific Authorization Summary

Specific Authorization 11: Engineering Design	355,000
Amend. 1 to SA 11: Bidding and Construction Services (corrected)	595,000
Amend. 2 to SA11: Subconsultant Services	122,580
Amend. 3 to SA 11: Engineering/ Construction Services associated with CO1	85,000
Amend. 4 to SA 11: Engineering/Construction Services associated with CO 2	<u>58,000</u>
Total Revised Amount for SA 11	1,215,580

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

OTHER PROVISIONS

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

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

WITNESS:

ENGINEER
Hazen and Sawyer, P.C.

By: _____
Julie Karleskint, PE
Senior Associate

By: _____
Damann Anderson, PE
Vice President

**APPROVED AS TO FORM AND
CORRECTNESS:**

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

ATTEST:

By: _____
Virginia Haas
City Recorder

By: _____
Keith Keene,
Mayor

RESOLUTION NO. 2013-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, REGARDING THE AIRPORT; AMENDING AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2009-8 AND AMENDING AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2009-20; ESTABLISHING THE AIRPORT ADVISORY COMMITTEE AND THE PROCEDURES AND RULES GOVERNING SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 5, 2009, the City Council of the City of Arcadia adopted Resolution No. 2009-8 which established the Airport Advisory Committee; and

WHEREAS, it came to the attention of the City that the Committee's efforts and the City's day-to-day operations are hampered by the inclusion of the City Administrator as an ex officio member of the Committee as the state's Government-in-the-Sunshine Law prevents the Administrator from discussing many airport-related matters with other members of the Committee except at noticed meetings of the Committee; and

WHEREAS, it was never the intent of the City Council for such problems to arise; and

WHEREAS, the City Council amended and restated in its entirety Resolution No. 2009-8 by Resolution No. 2009-20.

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

Section 1. Establishment of the Airport Advisory Committee. The Airport Advisory Committee is hereby established as follows:

(1) This Committee shall be advisory only and may be abolished, disbanded, or reorganized at any time by the Council pursuant to an amendment to this resolution. The Committee's purpose is to advise the City Administrator regarding the development of the airport and adjacent property. All findings and recommendations of the Airport Advisory Committee will be directed to the City Administrator for consideration. The board's authority is limited to such as provided by the City Administrator.

(2) The City Council shall appoint members to the Committee by motion made at a public meeting. The motion may provide for the term of office of each member, and the terms of office may be staggered, all in the sole discretion of the City Council. All Committee members serve without pay.

(3) Open positions for members of the Committee shall be announced at a City Council meeting and may be advertised in a manner determined by the City Administrator. Applicants for such positions shall follow the procedures set by the City Council and the City Administrator regarding advisory board applications and shall provide assurances to the Council of the lack of conflicts and potential conflicts of interest.

(4) The Committee should be comprised of at least three (3) and no more than five (5) members. At least two (2) members shall be residents or business owners in the City, and at least one (1) other member shall be a resident or business owner in the unincorporated area of De Soto County.

(5) The duties of the advisory committee are:

1. Study the Airport Master Plan and make recommendations, when necessary, of methods to accomplish said plan over the next five years.
2. Study the Airport Minimum Standards and make recommendations, when necessary, of methods to improve or implement the standards.

Formatted: Left: 0.63", Right: 0.63", Bottom: 0.12", Width: 8.5", Height: 11"

Formatted: Font: 11 pt

Deleted: XX

Formatted: Font: 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: 11 pt

Deleted: recently

Formatted: Indent: First line: 0"

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: 11 pt

Deleted: seven

Deleted: 7

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Deleted: s

Formatted: Font: 11 pt

Deleted: two

Formatted: ... [1]

Deleted: 2

Formatted: ... [2]

Formatted: Font: 11 pt

Deleted: s

Deleted: s

Deleted: The Committee memb ... [3]

Formatted: Font: 11 pt

Formatted: ... [4]

3. Study and make recommendations regarding future leases, business agreements and event proposals.
4. Study the economic feasibility of various land uses of adjacent property and, in particular, the use of said land for aeronautical, industrial or commercial use.
5. Study and make recommendations in the preparation of the annual budget in order to understand the financial condition of the airport.

(6) The Committee shall follow any meeting procedures adopted by the City Council, or in absence of same or where same are silent by the most recent edition of Robert's Rules of Order. Unless a quorum of members is present, the Committee shall not take formal action but may meet to hear presentations. Meetings shall be scheduled in the discretion of the Committee or at the request of the City Council or the City Administrator.

(7) Staff, administrative, and facility support for the Committee shall be provided by a city department designated by the City Administrator. Minutes of the meetings of the Committee shall be kept by the City Recorder. The City Attorney shall provide all legal services to the Committee but only as specifically directed, from time to time, by the Council or City Administrator; provided, however, the City Attorney shall not be required to undertake or continue representation of the Committee where to do so would, in the opinion of the Attorney, conflict with his representation of the City Council or constitute a violation of the Rules Regulating the Florida Bar.

(8) A member of the Committee may resign at will or be removed at any time by the City Council. Should any member of the Committee resign or be removed before completion of his/her term, the City Council shall appoint a new member for the remainder of such member's term following the procedure included herein above.

Section 2. Amendment and Restatement of Resolution No. 2009-8. Resolutions No. 2009-8 and 2009-20 are hereby amended and restated in its entirety by this Resolution.

Section 3. Effective Date. This Resolution shall be take effect immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, with a quorum present and voting this 2nd day of April, 2013.

CITY OF ARCADIA, FLORIDA

By Mayor: _____
Keith Keene

ATTEST: _____

Gia Lancaster, City Clerk

APPROVED AS TO FORM: Thomas J. Wohl, City Attorney

Deleted: and should express an interest in improving the airport for current and future users as well as attracting more clientele to the Airport and increasing its profitability. At least two (2) members shall be residents or business owners in the City, and at least two (2) other members shall be residents or business owners in the unincorporated area of De Soto County. ¶
(5) The City Administrator shall act as a liaison between the Committee and the Council. ¶

Formatted: Font: 11 pt

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: 11 pt

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt

ORDINANCE NO. 984

AN ORDINANCE AMENDING DIVISION 3 OF ARTICLE IV OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA BY RENAMING THE TITLE OF CITY RECORDER TO CITY CLERK; DELETING SEC. 2-115 CUSTODY OF CITY FUNDS; DELETING SEC. 2-116 PAYMENT OF CITY FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Division 3 of Article IV of Chapter 2 of the Code of Ordinances of the City of Arcadia sets forth the office of City Recorder; and

WHEREAS, the title of City Recorder should be renamed to City Clerk as utilized by other municipalities throughout the State of Florida; and

WHEREAS, the office of City Recorder is no longer the custodian of the funds of the City; and

WHEREAS, it is in the best interest of the citizens of the City of Arcadia that Division 3 of Article IV of Chapter 2 of the Code of Ordinances of the City of Arcadia be amended,

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

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

SECTION 2. Amendment of the Code of Ordinances. Division 3 of Article IV of Chapter 2 of the Code of Ordinances of the City of Arcadia is hereby amended as follows:

“DIVISION 3. – CITY CLERK RECORDER”

Sec. 2-111. - Office established.

There is hereby created the office of City Clerk recorder.

Sec. 2-112. - Appointment.

The City Clerk recorder shall be appointed by the city administrator subject to approval of the city council.

Sec. 2-113. - Duties generally.

- (a) The City Clerk recorder shall perform such duties and responsibilities as set forth in this Code.

- (b) The City Clerk ~~recorder~~ shall act as the recording secretary for the board of adjustment and planning and zoning board of the city and as such be responsible for preparation of their notices, minutes, correspondence, recommendations and publications thereof, where necessary, subject to the approval of those boards respectively. The City Clerk ~~recorder~~ shall further aid and assist the planning and zoning board in its capacity as the comprehensive planning board of the city as it, from time to time, may direct.
- (c) The City Clerk ~~recorder~~ shall have and perform such other duties as the city administrator may from time to time direct.

Sec. 2-114. - Attendance at council meetings; recording of proceedings.

The City Clerk ~~recorder~~ shall attend all meetings of the city council and keep a true record of the proceedings thereof in a book to be provided for that purpose.

Sec. 2-115. - Custody of city funds.

~~The city recorder shall be the custodian of the funds of the city and shall receive and pay out all moneys in the manner prescribed by the ordinances of the city.~~

Sec. 2-116. - Payment of funds; signing of checks.

~~The City recorder shall pay no funds except on a check issued pursuant to the budget, which shall be signed by the finance director or the city administrator and countersigned by one member of the city council.~~

Sec. 2-117. - Custody of city seal and records; record of ordinances.

The City Clerk ~~recorder~~ shall be the custodian of the seal of the city, and shall keep and preserve all documents, records and papers that may come into his or her custody, and shall attest all ordinances passed by the city council, record the ordinances in a minute book, and transcribe the ordinances from the minutes in a separate book to be known and called "ordinance book," to be provided for that purpose.

Secs. 2-118—2-130. - Reserved.

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this
___ day of _____, 2013.

CITY OF ARCADIA, FLORIDA

KEITH KEENE, MAYOR

ATTEST:

By: _____
VIRGINIA HAAS
CITY CLERK

PASSED ON FIRST READING: _____, 2013.

PASSED ON SECOND READING: _____, 2013.

APPROVED AS TO FORM:

THOMAS J. WOHL, CITY ATTORNEY

ORDINANCE NO. 987

AN ORDINANCE AMENDING SECTION 2-95 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA BY INCLUDING CUSTODY OF CITY FUNDS AND PAYMENT OF CITY FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-95 of the Code of Ordinances of the City of Arcadia sets forth the specific powers and duties of the City Administrator; and

WHEREAS, the City Recorder is no longer serving as custodian of the funds of the City; and

WHEREAS, the City Administrator has assumed the duty of custodian of the funds of the City; and

WHEREAS, it is in the best interest of the citizens of the City of Arcadia that Section 2-95 of the Code of Ordinances of the City of Arcadia be amended to include the duty of custodian of the funds of the City,

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

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

SECTION 2. Amendment of the Code of Ordinances. Section 2-95 of the Code of Ordinances of the City of Arcadia is hereby amended as follows:

“Sec. 2-95. - Specific powers and duties.

The city administrator shall have the power and shall be required to:

- (1) Appoint and, when necessary for the good of the city, remove all officers and employees of the city under his jurisdiction. The city administrator shall also have the power to suspend or otherwise discipline subordinates. He may however, delegate or otherwise authorize the head of a department to appoint or remove or otherwise discipline subordinates in his department. The city administrator shall be required, however, to notify the city council and the department head in any case involving the removal of an employee in order that each may be fully advised of the situation leading to the particular employee's removal.
- (2) Be the custodian of the funds of the city and receive and pay out all moneys in the manner prescribed by the ordinances of the city.

- (3) Pay no funds except on a check issued pursuant to the budget, which shall be signed by the finance director or the city administrator and countersigned by one member of city council.
- (24) Recommend the salary of officers and employees of the city subject to the approval of the city council, except that employees may be granted a raise in salary within the limitations of the annual budget adopted by the city council.
- (35) Prepare the budget annually and submit it to the city council and be responsible for its administration after adoption.
- (46) Prepare and submit to the city council, to the extent that it is feasible to do so, as of the end of each fiscal year, a complete report on the finances of the city and the administrative activities for the preceding year.
- (57) Keep the city council advised of the financial condition of the city and future needs of the city, and make such recommendations as may seem necessary and advisable.
- (68) Be the purchasing agent of the city, by whom all purchases shall be made. These purchases are to be for those areas of his responsibility only and are further subject to any rules and regulations that may from time to time be prescribed by the city council. He shall approve all bills for payments. In the capacity of purchasing agent, he shall write specifications and invite bids as the council may so direct.
- (79) Prepare and submit to the city council each month, or as otherwise provided, an agenda of contemplated items to be considered for each regular or special meeting.
- (810) Perform such other duties and tasks as may be prescribed by the city council from time to time or as may otherwise be required, to the extent that such powers and duties are not inconsistent with the Charter, existing ordinances, or accepted standards of good public administration.”

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this
___ day of _____, 2013.

CITY OF ARCADIA, FLORIDA

KEITH KEENE, MAYOR

ATTEST:

By: _____
VIRGINIA HAAS
CITY CLERK

PASSED ON FIRST READING: _____, 2013.

PASSED ON SECOND READING: _____, 2013.

APPROVED AS TO FORM:

THOMAS J. WOHL, CITY ATTORNEY

**CITY OF ARCADIA, FLORIDA
ORDINANCE NO. 988**

**AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA;
CREATING SECTION 102-47 OF THE CITY OF ARCADIA CODE
OF ORDINANCES; PROVIDING FOR THE IMPOSITION OF
LIENS FOR DELINQUENT UTILITY ACCOUNTS; PROVIDING
FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Arcadia supplies utilities to customers at charges established by the City Council of the City of Arcadia; and

WHEREAS, some customers fail to pay the charges and the City needs a remedy to be able to recoup those monies; and

WHEREAS, the City Council wishes to establish authority to impose liens for delinquent utility accounts.

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

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

SECTION 2. Amendment of the Code of Ordinances. The Code of Ordinances of the City of Arcadia is hereby amended to create a new section 102-47 to read in its entirety as follows:

“Sec. 102-47. Security for Non-Payment of Utility Bills.

- (a) Except as otherwise provided by law, on all premises the owner shall be held liable and responsible for charges for all utilities supplied thereto if the owner is/was the city's customer when the usage occurred. Failure to pay such charges when they become due shall constitute grounds to terminate services to those premises, including but not limited to removal of water meter and disconnection of piping.
- (b) The city shall have as additional security for the collection of any charges for water, sewer, sanitation and/or reclaimed water service supplied to any building or to any premises, lot, piece or parcel of land, a lien upon such building and upon any premises, lot, piece or parcel of land upon which such building shall be situated or to which such utilities are supplied when the bill for the utilities remains unpaid for a period of 30 days after they become due and payable and shall remain a lien until paid in full. When recorded in the public records such lien shall be prior to and superior to all other liens

except taxes and shall be on parity with the lien of such taxes. Neither discontinuance of service nor any attempt to collect such utility bills, assessments or charges by any process shall in any way invalidate or waive the lien upon the premises. The city may proceed to foreclose such lien or liens pursuant to the manner prescribed by law.

- (c) The lien provided for herein may be recorded in the public records of the county. The amount of any lien so recorded shall include all unpaid utility charges and all costs incurred in recording the lien including but not limited to the filing fees, and administrative costs incurred by the city which administrative costs shall be established by the city council. Such costs shall have the same priority as provided for the public utility charges so recorded. Upon payment of such lien, a release or satisfaction of lien will be provided to the owner for filing or will be filed for the owner upon receipt from the owner of the filing fees charged by the county.
- (d) The principal amount of all utility liens levied pursuant to this section shall bear interest at the rate provided for in F.S. § 687.01, as such section may be amended from time to time, from the date of recording such lien; and such interest as provided in this section shall also constitute a lien against the property assessed of equal dignity to that of the underlying lien.”

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this ___ day of _____, 2013.

CITY OF ARCADIA, FLORIDA

KEITH KEENE, MAYOR

ATTEST:

By: _____
VIRGINIA HAAS
CITY RECORDER

PASSED ON FIRST READING: _____, 2013.

PASSED ON SECOND READING: _____, 2013.

APPROVED AS TO FORM:

THOMAS J. WOHL, CITY ATTORNEY

**City Marshal
Charles J. Lee**



**State of Florida
City of Arcadia**

**ARCADIA POLICE DEPARTMENT
COUNCIL REPORT**

TOTALS FOR THIS REPORT PERIOD: MARCH 2013

ARREST ACTIVITIES

FELONY ARREST	5	MISDEMEANOR ARREST	28
JUVENILE ARREST	3	TRAFFIC ARREST	12
WARRANT ARREST	5		

TRAFFIC ACTIVITIES

ACCIDENT REPORTS	34	TRAFFIC CITATIONS	133
		WARNING CITATIONS	128

INVESTIGATIONS

COMPLAINTS	735
CITY ORDINANCE VIOLATIONS	50

Charles J. Lee

CITY MARSHAL
03/26/2013

DM (863)993-4660
AX (863)993-4664

CITY OF ARCADIA
POLICE DEPARTMENT
725 N. Brevard Ave.

HARLES J. LEE
MARSHAL

P.O. BOX 1014
ARCADIA, FL. 34265

CITY CODE ACTIVITIES

MONTH OF
MARCH 2013

CODE ENFORCEMENT OFFICER CARL MCQUAY

COURTESY NOTICES	28
NOTICE OF VIOLATIONS	5
CODE VIOLATIONS	
ABANDONED VEHICLES	1
COMMERCIAL VEHICLES	0
FENCES	1
HIGH GRASS/OVERGROWN LOTS	5
NUISANCE	2
OCCUPATIONAL LICENSES	3
PARKING VIOLATIONS	2
PERMIT VIOLATIONS	9
TRASH/JUNK/DEBRIS	4
UNSAFE STRUCTURES	1
WATER VIOLATIONS	0
YARD SALES	2
ZONING VIOLATIONS	3
TOTAL CODE VIOLATIONS	33
CODE COMPLAINTS	1
CONTACTS	23
FIELD WORK	0
FOLLOW UP	4
POSTING	0
INVESTIGATIONS	5
MAILING	4
RECORDS	8
CAB INSPECTIONS	3
CAB DRIVER'S PERMITS	3
TITLE COMPANY SEARCHES	8
HEARINGS	1
FINGERPRINTING	4
POSTAGE USED	\$24.44