

**AGENDA  
ARCADIA CITY COUNCIL  
CITY COUNCIL CHAMBERS  
23 N. POLK AVE., ARCADIA, FL  
TUESDAY, JULY 2, 2013  
6:00 PM**

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

**CONSENT AGENDA**

1. May 28, 2013 City Council Workshop Minutes
2. June 18, 2013 City Council Minutes
3. Check Warrant Reports: 06/20/13, 06/26/13
4. Amendment 1 to Specific Authorization No. 15
5. Special Event Permit and Street Closure for Car Show, Team Arcadia

**DISCUSSION ITEMS**

6. School Board Lease (City Attorney)

**RESOLUTION**

7. **RESOLUTION NO. 2013-14; A RESOLUTION ADOPTING THE TENTATIVE MILLAGE RATE TO BE LEVIED BY THE CITY OF ARCADIA, FLORIDA FOR THE FISCAL YEAR 2013-2014. (Finance Director)**
8. **RESOLUTION NO. 2013-15; STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY AGREEMENT. (City Administrator)**

**ORDINANCE**

9. **ORDINANCE NO. 989; AN ORDINANCE OF THE CITY OF ARCADIA PROVIDING FOR THE CREATION OF A UTILITY SERVICE AREA OUTSIDE THE CORPORATE LIMITS; ESTABLISHING SERVICE AREA BOUNDARIES; AUTHORIZING THE EXTENSION OF UTILITIES; PROVIDING FOR FUTURE AMENDMENTS TO THE SERVICE AREA BOUNDARIES; ESTABLISHING THE PURPOSE OF THE SERVICE AREA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)**

**COMMENTS FROM DEPARTMENTS**

10. City Marshal – June Report Included
11. Attorney
12. City Administrator

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

**MAYOR AND COUNCIL MATTERS**

**ADJOURN**

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

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

**MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF ARCADIA  
TUESDAY, MAY 28, 2013  
6:00 PM**

ITEM #1

**CALL TO ORDER, ROLL CALL**

The workshop session was called to order at approximately 6:00 PM.

**Arcadia City Council**

Mayor Keith Keene  
Deputy Mayor Alice Frierson  
Councilman Robert Allen

Councilman Joseph E. Fink  
Councilman Robert Heine

**Arcadia City Staff**

City Administrator Judi Jankosky  
City Clerk Gia S. Lancaster  
Finance Director Renee Green

Golf Supervisor Carrie Taylor  
Marshal Matt Anderson

**DISCUSSION:**

1. Police/Fire Pension

Mrs. Jankosky provided a PowerPoint from ICMA (International City Managers Association) regarding the history of pensions from their annual conference. She reviewed the presentation. The investment income is 15% which is the City, employees and State revenues. The other 85% the City must contribute. She stated that the City needs to determine how to afford this plan or change plans. Many Cities are switching to defined contribution plans.

Mrs. Jankosky noted that the 8% assumption rate has not been met thereby increasing the unfunded actuarially accrued liability. She replied to Mayor Keene that the Pension Board establishes the 8% assumption.

Marshal Anderson explained that he was currently the Chair of the Pension Board, however due to the recent change in his position he would have to resign. He stated that the 8% assumption was recommended by Foster and Foster who serves as the Actuary and Bogdahn Consultant is the investment advisory firm. Every year Foster and Foster provides a recommendation as to what other Boards are doing and their counsel has always been 8%. He explained the "smoothing period" which stems over a five-year span.

Mrs. Green explained the difference between the defined benefit and defined contribution plan. Mrs. Jankosky reported on several options: 1) Maintain the current defined benefit plan and hope the economy improves. 2) Change to a defined contribution plan. 3) Terminate the current plan, continue to fund as is but any new employee would fall into a different plan. 4) Enter into the FRS program or a combination.

Councilman Fink asked if the Board was chartered by the City. Marshal Anderson replied that anytime the Board makes an Ordinance change dealing with State law the

Council must approve. Councilman Fink stated that it was his understanding that the Board is structured in such a way that there is a percentage of the pension plan that can engage in speculative ventures. Marshal Anderson replied there are strict guidelines. Mrs. Green stated that previously Police/Fire Pension Boards were not allowed to invest in offshore trading, however, now Boards can legally invest in high risk areas.

Councilman Fink asked if the Council was aware of certain areas of investment. Marshal Anderson replied that every year the investment broker supplies a booklet. Councilman Fink clarified if the Council saw the information since the City has to insure the actuarial soundness of the plan. Marshal Anderson replied that no one ever asked; however Mrs. Baumann can provide copies. Deputy Mayor Heine asked that the City Administrator receive a copy for distribution to Council.

There was some discussion about whether the 8% assumption was reasonable. Mrs. Jankosky explained that the City is looking at a contribution of \$400,000 next year. Councilwoman Frierson asked if that amount was part of the Police budget. Mrs. Jankosky replied yes that it would be added. Marshal Anderson added that the budget would increase by \$100,000 which is already in the budget. He explained that the fifth year was a  $-1/2\%$  return but every year since they have made the 8% assumption. As soon as the fifth year drops the contribution will decrease.

There was discussion about frozen funds to offset expenses. Councilman Fink asked if Mrs. Baumann was the Plan Administrator and why she was not present. Marshal Anderson replied that Mrs. Baumann felt she did not need to attend since she does not oversee the pension. Councilman Fink replied that the City is responsible for the actuarial soundness and should the board need money the City pays.

Mayor Keene interjected that it is vital that Council is informed in all matters so when Council receives questions from the public they can give knowledgeable answers. Mayor Keene asked if a member of the Board could report updates to the Council as the Board should want to share this information with the Council.

Mrs. Green asked what the City's unfunded liability is at this time because according to Governmental Accounting Standards Board (GASB) the City is required to report that liability. Marshal Anderson replied that he believes it is 85% and the State average is 75%. Mrs. Green responded that the 85% is really good, but the unexpected unfunded liability in 2012 was \$2.1 million. She requested to see the whole picture and schedule someone to provide information in layman terms to explain the liability as this will have a big impact on the City's financial statements. Marshal Anderson explained that employees pay 9.6% into the plan, the State pays 3%. The Police Pension retirement is 20 years service at 72%. He responded to Councilwoman Frierson that vesting is six years using a multiplier of 3.6% times the number of service years.

Councilman Fink requested to see all options along with varied plan costs. There was discussion regarding the retirees and consolidation of the Fire Department. There was discussion regarding an Attorney addressing the Council regarding the Pension. Mrs. Green suggested appointing a liaison to the Board. Mayor Keene asked and Councilwoman Frierson agreed to attend the next meeting of the Pension Board.

## 2. Golf Course

Mayor Keene stated that Mrs. Jankosky went above and beyond the request for information regarding improvements at the Golf Course. Mrs. Jankosky reviewed that plans would include placing Mrs. Carrie Taylor on the turf and hiring a Pro Shop Manager thereby implementing a Country Club atmosphere. There was discussion regarding Visa and MasterCard fees. Mrs. Jankosky confirmed that the Golf Course is considering increasing fees sometime next season following improvement to the course which will amount to an approximate increase of \$1.25 per day. Mrs. Jankosky replied to Councilwoman Frierson that the Pro Shop Manager was advertised in the Sun Herald with a salary in the high \$20,000 - \$30,000 range.

## 3. Capital Improvement Plan

Mrs. Jankosky reported that a list of streets that require paving is being compiled. Councilwoman Frierson noted that Glendora and Lee were the ones needing the most attention. Mrs. Jankosky stated that the asphalt needs assessing and the company will conduct boring tests. She added that she is speaking with the County to possibly piggy back off their contract in addition to the City's needed water and wastewater projects. Mayor Keene asked for a priority list of projects. Mayor Keene reported that the intersection of Polk and Cypress storm drain is sinking. There was some discussion regarding a stormwater assessment. Mrs. Jankosky replied to Councilman Fink that Kimley Horne primarily locates grants.

## 4. Fire MSTU/MSBU

Mrs. Jankosky reported that Ms. Linda Nipper, DeSoto County Administrative Services Director, submitted a proposal to the County for a \$250 flat fee fire assessment for commercial properties. Mr. Steve Bauer, Arcadian, reported that he attended the most recent Board of County Commissioners Meeting where they proposed a fee based on square footage. He replied to Councilman Fink that there was some debate regarding lowering the millage. Mrs. Jankosky responded to Councilwoman Frierson that if the MSTU/MSBU is not implemented the City will be short \$400,000. Mrs. Jankosky summarized the current fire contract: \$570,000 per year for the fire services contract. \$245,000 is currently received through MSBU which leaves a shortfall of \$365,000. If the proposed MSTU/MSBU is implemented the City will cover the entire \$570,000 contract. Mayor Keene asked for additional information, options and recommendations following the update from the County.

## 5. Way Building Termite Treatment (consensus only)

Mrs. Jankosky reported that the Way Building is in need of termite extermination. Mayor Keene asked if the former Police Department could be included. Councilman Fink requested a consensus and Council agreed to direct the City Administrator to obtain quotes for termite extermination of the Way Building and former Police

Department for review and approval at the next regular meeting.

6. Peace River Shopper ad (consensus only)

Mrs. Jankosky reported that the Peace River Shopper asked for Council approval to run the annual graduation ad in the amount of \$175.00. Council gave consensus and asked that the request be placed on the agenda for approval at the next meeting.

**PUBLIC COMMENTS - None**

**COUNCIL MEMBER COMMENTS**

Councilman Fink reported caps missing on a hydrant located at the corner of Dade and Whidden.

Mayor Keene asked the City Administrators to meet with Coach Bowers regarding the Smith Brown Gym. Mrs. Jankosky stated she would also meet with the Housing Authority.

**ADJOURN**

Having no further business, the workshop was adjourned at 7:50 PM.

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2013

By:

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

ATTEST:

\_\_\_\_\_  
Gia S. Lancaster, City Clerk

MINUTES  
CITY COUNCIL  
CITY OF ARCADIA  
TUESDAY, JUNE 18, 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.

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

**Arcadia City Council**

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

Councilwoman Alice Frierson  
Councilman Joseph E. Fink

**Arcadia City Staff**

City Administrator Judi Jankosky  
City Attorney Thomas J. Wohl

City Clerk Gia Lancaster  
Marshal Matt Anderson

**CONSENT AGENDA**

1. May 21, 2013 City Council Minutes
2. June 4, 2013 City Council Minutes
3. Check Warrant Reports: 06/12/13
4. Air-Cadia Flowage and Hanger Rental Report for May 2013
5. Law Enforcement Trust Fund – Seacoast Bank
6. Historical Society Request for Historical Correspondence
7. Special Event Request , Mobile Health Screening, DeSoto County Health Department

**Councilman Fink pulled consent item number 2. A motion was made by Councilman Fink and seconded by Deputy Mayor Heine to approve consent agenda items numbers 1 and 3 through 7 as presented. The motion carried 5-0. Councilman Fink stated that in regards to the June 4, 2013 City Council Minutes on page 1 of 4 that he pulled consent agenda item in regards to the City Seal because there was no backup. The City Seal was presented. A motion was made by Councilman Fink as amended and seconded by Deputy Mayor Heine approve consent agenda item number 2. The motion carried 5-0.**

**DISCUSSION ITEMS**

8. History and Cultural Center Visioning Committee (DAHC)
9. Lake Katherine Park Plane (City Clerk)

Items 8 and 9 were addressed simultaneously. Attorney Wohl stated that Ad Hoc Committees were fact finding only. Councilman Fink suggested that the City Administrator assist the Historical Society in their efforts of creating a City Hall Museum. Mrs. Jankosky agreed to schedule a meeting with the DAHC and the Historical Society to discuss further.

#### 10. Code Enforcement (Deputy Mayor Heine)

Deputy Mayor Heine suggested that the Code Enforcement Officer be transferred to the Administrator since it is a civil position and not a sworn Police Officer. Marshal Anderson explained that the current code lacks enforcement and the process is long. They are currently reviewing using civil citations and changing to a Code Enforcement Board rather than a Special Master. Mrs. Jankosky replied to Mayor Keene that she has seen Code Enforcement fall under both Administration as well as Police Departments in other Cities however it would be the Council's decision. Attorney Wohl stated that in regards to timing that is statute related however; there could be relief in relation to repeat violations. Councilwoman Frierson inputted that the public may not understand the Florida Statutes. Councilman Fink relayed that he brought this issue forward in December of 2011 and agrees it is a civil procedure not criminal.

Dr. Lorenzo Dixon stated that Code Enforcement is a concern and a civil matter. The statistics show that nine out of ten cities Code Enforcement is under Administration. He listed some examples.

Mr. Charles Conklin relayed that he served on the Charter Review Board and the Board advised the Council to place Code Enforcement under Administration and the Council took no action.

Mayor Keene asked what can the Council do to improve Code Enforcement and asked would enforcement improve if it was placed under Administration rather than the Police Department?

Councilman Fink stressed that this is the Council's problem and Council should take responsibility to address it directly. Deputy Mayor Heine replied that the Council should allow Marshal Anderson to address the code with the Attorney and the Administrator first. Dr. Dixon assured that the Code Enforcement Officer would see more accountability under the City Administrator and these are still civil matters. Attorney Wohl responded that they are administrative proceedings and if they choose to appeal the matter it could become a civil matter.

#### 11. City Pension Attorney (Administrator)

Mrs. Jankosky reported that letters of interests for Pension Legal Services were posted until June 24<sup>th</sup> and only one firm responded due to the specialization of the request. The firm Lewis, Longman and Walker, a very reputable and highly experienced law firm responded. Mrs. Jennifer Cowan was present representing the firm to answer any questions. Councilman Fink asked how much the Council might expect to expend. Mrs. Cowan replied that based on the options they could give estimates and the processes vary.

**A motion was made by Councilman Fink to allow the Administrator to begin negotiations with Lewis, Longman and Walker and return to Council with a scope of services.**

Councilwoman Frierson stated that she attended the pension meeting and it was clear that the Council needs expert guidance because the facts that were given brought up many questions. Councilman Fink stated that he would like a ball park figure of what it may cost due to the upcoming budget. Attorney Wohl stated that it would be difficult for the firm to assess the cost without first seeing the plan documents. The Council would have to base their decision on the firm's hourly fees and experience. Mrs. Cowan replied that there are many options to reform the plan and the firm could look at our actuarial evaluation and return to Council what they advised others and suggest a range. Mayor Keene stated that with the firm's experience in their letter of interest if they looked at the plan they could make an estimate of the time and gauge for a fee to move forward with the pension reform. Mrs. Cowan replied yes their firm can review the plan documents and provide a range.

**A motion was made by Councilman Fink to allow the City Administrator to provide Lewis, Longman and Walker the pension plan documents and actuarial studies for review and return to Council with cost estimates and timing. Mrs. Jankosky stated that the City is facing a half a million dollars in contribution this budget year. The motion was seconded by Deputy Mayor Heine and carried 5-0.**

#### 12. Police Department (Council)

Marshal Anderson explained the proposed organizational chart and requests for salary increases due to additional job duties. Marshal requested the salary increases during this budget season and proposed not filling the vacant position this budget year nor in the next budget year. After some discussion Council agreed to no salary increases at this time but agreeable to the re-organization as presented.

### **ORDINANCE**

**13. ORDINANCE NO. 989; FIRST READING OF AN ORDINANCE OF THE CITY OF ARCADIA PROVIDING FOR THE CREATION OF A UTILITY SERVICE AREA OUTSIDE THE CORPORATE LIMITS; ESTABLISHING SERVICE AREA BOUNDARIES; AUTHORIZING THE EXTENSION OF UTILITIES; PROVIDING FOR FUTURE AMENDMENTS TO THE SERVICE AREA BOUNDARIES; PROVIDING FOR FUTURE REGULATION OF THE SERVICE AREA; ESTABLISHING THE PURPOSE OF THE SERVICE AREA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)**

**A motion was made by Councilman Fink and seconded by Councilwoman Frierson to approve Ordinance No. 989 at first reading. The motion carried 5-0.**

### **COMMENTS FROM DEPARTMENTS**

#### 14. City Marshal

**A motion was made by Deputy Mayor Heine and seconded by Councilman Heine to approve the auction of three vehicles as dictated by Florida Statutes. The motion carried 5-0.**

Marshal Anderson reported on an incident at Lewis Anderson Park. He noted that there are groups that are not obtaining permits nor providing liability insurance for the events.

He reported that the Police Department was now visible on Facebook.

**15. Attorney – No Report**

**16. City Administrator**

**a. Way Building Improvements and Staff Consolidation**

Mrs. Jankosky reported that all City Hall staff are now located in the Way building. She requested if staff could work 4 day 10 hour shifts. After discussion Council agreed on maintaining the Monday through Friday work week.

Mrs. Jankosky updated Council on the status Jim Space.

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

Mr. Abraham Moshkoviski, City Park, voiced concerns regarding the Mobile Home Park Manager.

Mr. Wendell Heady, 16 Michigan Ave., voiced concerns regarding the Mobile Home Park Manager.

Mrs. Penny Kurtz, Health Department, reported that the Clinical Services Department would be temporarily relocating to 1031 E. Oak Street on July 1, 2013.

**MAYOR AND COUNCIL MATTERS**

Mayor Keene reminded everyone about the civility code in public meetings.

Mrs. Jankosky replied to Mayor Keene that staff is drafting legislative responses to the audit which are due by July 10<sup>th</sup>.

**ADJOURN**

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

**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

By:

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

ATTEST:

\_\_\_\_\_  
Gia S. Lancaster, City Clerk



06/20/2013 13:00  
elarson

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

PG 9  
apwarrnt

WARRANT: 20130606 06/20/2013

DUE DATE: 06/20/2013

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
001	01000	GENERAL FUND	001 -13321 -	DUE FROM HOUSING AUTHO 1,998.64
001	01000	GENERAL FUND	001 -20503 -	UNITED HEALTH CARE 36,312.95
001	01110	LEGISLATIVE	001 -510-511-0 -000-30410 -	TELEPHONE 40.01 1576.65
001	01115	PAY TO RETIREES & COUN	001 -510-511-Z -000-10130 -	OTHER SALARIES 400.00 1200.00
001	01115	PAY TO RETIREES & COUN	001 -510-511-Z -000-10230 -	LIFE, HEALTH INSURANCE 5,975.80 -20572.78
001	01120	EXECUTIVES	001 -510-512-0 -000-30340 -	CONTRACTUAL SERVICE 38.85 -2400.98
001	01120	EXECUTIVES	001 -510-512-0 -000-30410 -	TELEPHONE 40.01 872.92
001	01120	EXECUTIVES	001 -510-512-0 -000-30510 -	OFFICE SUPPLIES 530.17 -699.75
001	01130	FINANCIAL & ADMINISTRA	001 -510-513-0 -000-30460 -	MISC REPAIR & MAINT UN 260.00 -260.00
001	01130	FINANCIAL & ADMINISTRA	001 -510-513-0 -000-30510 -	OFFICE SUPPLIES 65.60 -332.14
001	01150	COMPREHENSIVE	001 -510-515-0 -000-30340 -	CONTRACTUAL SERVICE 7,500.00 .00
001	01190	OTHER GENERAL GOVT	001 -510-519-0 -000-30430 -	UTILITY SERVICE 227.88 7676.01
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30340 -	CONTRACTUAL SERVICE 654.58 2143.57
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30410 -	TELEPHONE 758.07 2679.51
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30440 -	RENTAL & LEASES 826.90 3728.92
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30464 -	VEHICLE REPAIR 1,400.00 -2240.76
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30465 -	RADIO REPAIR 226.42 1488.01
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30510 -	OFFICE SUPPLIES 440.00 751.65
001	01210	LAW ENFORCEMENT	001 -520-521-0 -000-30525 -	UNIFORMS 47.25 6180.60
001	01340	GARBAGE & SOLID WASTE	001 -530-534-0 -000-30523 -	CHEMICALS 223.48 -223.48
001	01340	GARBAGE & SOLID WASTE	001 -530-534-0 -000-30525 -	UNIFORMS 32.55 6.79
001	01410	STREET DEPT	001 -540-541-0 -000-30340 -	CONTRACTUAL SERVICE 14,501.00 -6107.00
001	01410	STREET DEPT	001 -540-541-0 -000-30430 -	UTILITY SERVICE 163.19 21784.88
001	01410	STREET DEPT	001 -540-541-0 -000-30490 -	OTHER CURRENT CHARGES 400.00 -400.00
001	01490	OTHER TRANSPORTATION	001 -540-549-0 -000-30430 -	UTILITY SERVICE 183.84 2458.61
001	01491	GARAGE	001 -540-549-B -000-30340 -	CONTRACTUAL SERVICE 367.09 781.20
001	01491	GARAGE	001 -540-549-B -000-30410 -	TELEPHONE 55.14 27.42
001	01491	GARAGE	001 -540-549-B -000-30430 -	UTILITY SERVICE 163.20 1023.87
001	01491	GARAGE	001 -540-549-B -000-30520 -	OPERATING SUPPLIES 110.42 1284.25
001	01491	GARAGE	001 -540-549-B -000-30526 -	OPERATING SUPPLIES-TOO 74.98 1109.03
001	01722	GOLF COURSE	001 -570-572-2 -000-30340 -	CONTRACTUAL SERVICE 100.00 925.40
001	01722	GOLF COURSE	001 -570-572-200-000-30515 -	FOOD AND BEVERAGES 113.75 1842.44
001	01722	GOLF COURSE	001 -570-572-2 -000-30521 -	FUEL & OIL 781.06 4630.39
001	01723	PARKS	001 -570-572-3 -000-30430 -	UTILITY SERVICE 268.53 2813.85
001	01723	PARKS	001 -570-572-3 -000-30525 -	UNIFORMS 90.21 67.87
001	01724	MOBILE HOME PARK	001 -570-572-4 -000-30430 -	UTILITY SERVICE 70.13 8078.88
001	01724	MOBILE HOME PARK	001 -570-572-4 -000-30431 -	UTILITY SER RENTAL SPA 131.23 836.54
001	01724	MOBILE HOME PARK	001 -570-572-4 -000-30510 -	OFFICE SUPPLIES 64.47 -73.31
001	01725	WAY MULTIPURPOSE CENTE	001 -570-572-5 -000-30430 -	UTILITY SERVICE 859.65 3696.07
			FUND TOTAL	76,497.05
CASH ACCOUNT	81000 10400	BALANCE	-4,892,866.35	
401	41533	WATER TREATMENT PLANT	401 -530-533-D -000-30430 -	UTILITY SERVICE 602.04 13612.90
401	41535	WASTE WATER TREATMENT	401 -530-535-E -000-30340 -	CONTRACTUAL SERVICE 1,424.00 64829.24
401	41535	WASTE WATER TREATMENT	401 -530-535-E -000-30410 -	TELEPHONE 55.15 1863.95
401	41535	WASTE WATER TREATMENT	401 -530-535-E -000-30430 -	UTILITY SERVICE 8,393.77 39196.43
401	41535	WASTE WATER TREATMENT	401 -530-535-E -000-30523 -	CHEMICALS 947.50 52216.19
401	41535	WASTE WATER TREATMENT	401 -530-535-E -000-30525 -	UNIFORMS 24.60 257.96
401	41568	WATER SYSTEMS	401 -530-536-G -000-30520 -	OPERATING SUPPLIES 16.32 36460.11





06/20/2013 15:03  
elarson

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

PG 3  
apwarnt

WARRANT: 20130607 06/20/2013

DUE DATE: 06/21/2013

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
402	42542	AIRPORT		
		402 -540-542-000-000-30464 -		
		VEHICLE REPAIR	7.38	-7.38
		FUND TOTAL	7.38	
CASH ACCOUNT	42000 10106	BALANCE	62,050.31	
			WARRANT SUMMARY TOTAL	7.38
			GRAND TOTAL	7.38



06/26/2013 15:35  
elarson

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

PG 14  
apwarrat

WARRANT: 20130608 06/26/2013

DUE DATE: 07/31/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
92927	40073	DESOTO COUNTY TAX COLLECTOR	20130620	100	INV	06/21/2013	343.00	POLICE DEPARTMENT TITL
92928	2682	SIMPLIFILE, LLC	201317892	100	INV	06/21/2013	53.00	TRANSACTION FEE AND CO
92934	2084	RICOH AMERICAS CORP.	5026314942	100	INV	07/02/2013	59.12	CONTRACT COPIER
92936	2473	KED GROUP, INC	2918	100	INV	07/11/2013	17,508.89	FULL TANKER LOAD
92938	826	GOLF VENTURES, INC.	PINV0055822	100	INV	06/28/2013	156.03	EARLY BIRD-EME: 3-0-1
92939	180003	R & R PRODUCTS, INC.	CD1684234	100	INV	06/29/2013	414.95	MICRO ADJUSTING KIT; R
92942	2972	FLORIDA INSTITUTE OF CERTIF	44848	100	INV	07/01/2013	300.00	ANNUAL MEMBERSHIP DUES
92947	2142	FENDER'S TIRE & BATTERY, IN	4378	100	INV	06/28/2013	18.50	TUBE
92948	314	ACTION MOWER SALES & SERVIC	155757	100	INV	06/28/2013	603.98	2 STRAIGHT SHAFT TRIMM
92949	1780	EDWARD CARDONA	1021	100	INV	06/25/2013	234.38	EMERGENCY REPAIRS
92950	10030	W & S ENTERPRISE ACCOUNT	111193	100	INV	06/25/2013	45.36	ACCT # 10705524200
92951	10030	W & S ENTERPRISE ACCOUNT	111192	100	INV	06/25/2013	45.36	ACCT # 1070554000
92952	10030	W & S ENTERPRISE ACCOUNT	112114	100	INV	07/18/2013	146.68	ACCT # 3150252900
92953	10030	W & S ENTERPRISE ACCOUNT	111754	100	INV	07/09/2013	30.24	ACCT # 2110915600
92954	10030	W & S ENTERPRISE ACCOUNT	111339	100	INV	07/09/2013	70.12	ACCT # 2090697500
92955	10030	W & S ENTERPRISE ACCOUNT	111356	100	INV	07/09/2013	30.24	ACCT # 209070800
92956	10030	W & S ENTERPRISE ACCOUNT	111358	100	INV	07/09/2013	30.24	2090708200
92958	60090	FLORIDA POWER & LIGHT	38815-935645	100	INV	07/08/2013	182.88	ACCT # 38815-93564
92959	60090	FLORIDA POWER & LIGHT	37213-044045	100	INV	07/08/2013	29.30	ACCT # 37213-04404
92960	60090	FLORIDA POWER & LIGHT	11635-821725	100	INV	07/08/2013	22.50	ACCT # 11635-82172
92961	60090	FLORIDA POWER & LIGHT	45975-185984	100	INV	05/29/2013	52.61	ACCT # 45975-18598
92962	60090	FLORIDA POWER & LIGHT	53062-540374	100	INV	05/29/2013	10.31	ACCT # 53062-54037
92963	60090	FLORIDA POWER & LIGHT	26069-359854	100	INV	05/29/2013	1,121.78	ACCT # 01722-30430
92964	60090	FLORIDA POWER & LIGHT	26059-37958	100	INV	05/29/2013	32.38	ACCT # 26059-37958
92965	60090	FLORIDA POWER & LIGHT	16289-319984	100	INV	05/29/2013	55.90	ACCT # 16289-31998



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

PG 15  
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WARRANT: 20130608 06/26/2013

DUE DATE: 07/31/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
92966	60090	FLORIDA POWER & LIGHT	16279-339614	100	INV	05/29/2013	46.67	ACCT # 16279-33961
92967	60090	FLORIDA POWER & LIGHT	75897-389675	100	INV	07/08/2013	158.69	ACCT # 75897-38967
92968	60090	FLORIDA POWER & LIGHT	24800-912365	100	INV	07/08/2013	8.29	ACCT # 24800-91236
92969	60090	FLORIDA POWER & LIGHT	53062-540375	100	INV	07/01/2013	21.01	ACCT # 53062-54037
92970	60090	FLORIDA POWER & LIGHT	26059-379585	100	INV	07/01/2013	64.76	ACCT # 26059-37958
92971	60090	FLORIDA POWER & LIGHT	86903-339535	100	INV	07/26/2013	22.69	ACCT # 86903-33953
92972	60090	FLORIDA POWER & LIGHT	51929-541955	100	INV	06/25/2013	9.76	ACCT # 51929-54195
92973	60090	FLORIDA POWER & LIGHT	54755-195175	100	INV	07/08/2013	8.29	ACCT # 54755-19517
92974	60090	FLORIDA POWER & LIGHT	86893-359285	100	INV	06/26/2013	471.34	ACCT # 86893-35928
92975	60090	FLORIDA POWER & LIGHT	86763-319975	100	INV	06/26/2013	41.33	ACCT # 86763-31997
92976	40060	DESOTO COUNTY BOARD OF COMM	JUNE 2013	100	INV	06/28/2013	33,030.01	FIRE MERGER
92977	60090	FLORIDA POWER & LIGHT	79812-411805	100	INV	06/26/2013	490.22	ACCT # 79812-41180
92978	60090	FLORIDA POWER & LIGHT	79406-022745	100	INV	06/26/2013	412.98	ACCT # 79406-02274
92979	60090	FLORIDA POWER & LIGHT	86833-329705	100	INV	06/26/2013	1.49	ACCT # 86833-32970
92980	60090	FLORIDA POWER & LIGHT	59153-15104	100	INV	06/26/2013	51.12	ACCT # 59153-15104
92982	60090	FLORIDA POWER & LIGHT	13266-992365	100	INV	06/27/2013	20.10	ACCT # 13266-99236
92983	60090	FLORIDA POWER & LIGHT	16944-369485	100	INV	06/26/2013	90.81	ACCT # 16944-36948
92984	60090	FLORIDA POWER & LIGHT	44439-250625	100	INV	06/14/2013	2,944.70	ACCT # 44439-25062
92985	60090	FLORIDA POWER & LIGHT	74834-329495	100	INV	06/14/2013	7.69	ACCT # 74834-32949
92986	60090	FLORIDA POWER & LIGHT	26417-319935	100	INV	07/08/2013	737.06	ACCT # 26417-31993
92987	60090	FLORIDA POWER & LIGHT	14005-329315	100	INV	06/14/2013	49.82	ACCT # 14005-32931
92988	60090	FLORIDA POWER & LIGHT	86546-905475	100	INV	07/01/2013	8.08	ACCT # 86546-90547
92990	60090	FLORIDA POWER & LIGHT	74824-349125	100	INV	06/14/2013	101.33	ACCT # 74824-34912
92991	60090	FLORIDA POWER & LIGHT	24705-329235	100	INV	06/14/2013	60.31	ACCT # 24705-32926
92992	60090	FLORIDA POWER & LIGHT	33450-329775	100	INV	06/14/2013	29.10	ACCT # 33450-32977



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

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WARRANT: 20130608 06/26/2013

DUE DATE: 07/31/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
92993	60090	FLORIDA POWER & LIGHT	84094-359825	100	INV	06/14/2013	52.51	ACCT # 84094-35982
92994	60090	FLORIDA POWER & LIGHT	97419-389645	100	INV	06/24/2013	375.51	ACCT # 97419-38964
92995	60090	FLORIDA POWER & LIGHT	97449-309435	100	INV	06/24/2013	455.30	ACCT # 97449-30943
92996	60090	FLORIDA POWER & LIGHT	06970-399495	100	INV	06/24/2013	447.79	ACCT # 06970-39949
92997	60090	FLORIDA POWER & LIGHT	26069-359855	100	INV	07/01/2013	2,071.93	ACCT # 26069-35985
92998	60090	FLORIDA POWER & LIGHT	16279-339615	100	INV	07/01/2013	99.59	acct # 16279-33961
92999	60090	FLORIDA POWER & LIGHT	16289-319985	100	INV	07/02/2013	76.09	ACCT # 16289-31998
93000	60090	FLORIDA POWER & LIGHT	45975-185985	100	INV	07/01/2013	107.50	ACCT # 45975-18598
93001	60090	FLORIDA POWER & LIGHT	86639-399685	100	INV	07/01/2013	12.43	ACCT # 86639-39958
93002	60090	FLORIDA POWER & LIGHT	11873-764945	100	INV	06/26/2013	11.65	ACCT # 11873-76494
93003	60090	FLORIDA POWER & LIGHT	98315-855195	100	INV	06/26/2013	7.69	ACCT # 98315-85519
93004	60090	FLORIDA POWER & LIGHT	86913-319805	100	INV	06/26/2013	20.54	ACCT # 86913-31980
93005	40060	DESOTO COUNTY BOARD OF COMM	MAY 2013_LANDFILL	100	INV	06/28/2013	22,039.42	LANDFILL MAY 2013
93006	2439	TD EQUIPMENT FINANCE INC	398903	100	INV	06/30/2013	11,772.65	LEASE PAYMENT
93007	2587	PITNEY BOWES GLOBAL FINANCI	8315426-JN13	100	INV	07/06/2013	260.01	MARCH-JUNE 2013
93009	2052	HD SUPPLY WATERWORKS,LTD	B067767	100	INV	07/12/2013	305.90	10 F1100-4 1 CORP MIPX
93010	1611	HIGH PERFORMANCE TINTING	24106	100	INV	06/28/2013	738.43	4 WINDOWS TINTED WAY B
93011	2353	RED E SERVICES INC	3572	100	INV	07/12/2013	315.00	SERVICE CALL 6/3/13
93012	2353	RED E SERVICES INC	3568	100	INV	07/07/2013	707.18	SERVICE CALL 2/27/13-3
93014	2455	CENTURYLINK	3121614695	100	INV	06/17/2013	59.95	ACCT # 312161469
93015	1424	SUNCOAST MEDIA GROUP,INC	062013155159	100	INV	07/12/2013	103.00	CUSTOMER # 155159
93016	2128	ODYSSEY MANUFACTURING CO.	183094	100	INV	07/07/2013	609.00	HYPOCHLORITE SOLUTION
93018	2128	ODYSSEY MANUFACTURING CO.	183095	100	INV	07/30/2013	591.75	HYPOCHLORITE SOLUTIONS
93019	248	USA BLUEBOOK	8590456	100	INV	07/10/2013	627.15	CUSTOMER # 859045
93020	2926	GIA LANCASTER	ARC-1036279	100	INV	06/28/2013	17.09	FURNITURE AND CURTAIN



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

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WARRANT: 20130608 06/26/2013

DUE DATE: 07/31/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
93021	2638	TOSHIBA	2379783	100	INV	07/14/2013	286.63	CUST PO # 24022
93022	1383	COMPBENEFITS	016583004	100	INV	06/15/2013	133.56	GROUP # VS3156
93023	1383	COMPBENEFITS	016583487	100	INV	06/15/2013	663.50	GROUP # 11256
93024	120120	LOU'S PAINT SPOT	143884	100	INV	06/27/2013	14.84	RUSKIL GLOSS WHITE SPR
93025	172	MCGEE TIRE STORES	501932	100	INV	06/22/2013	429.50	NAIL HOLE REPAIR, PC A
93026	2142	FENDER'S TIRE & BATTERY, IN	4346	100	INV	06/28/2013	60.00	2 RIB TIRES
93027	1535	NAPA AUTO PARTS	207445	100	INV	06/22/2013	7.69	PAPAGOLD OIL FILTER
93028	1535	NAPA AUTO PARTS	207459	100	INV	06/22/2013	7.69	NAPAGOLD OIL FILTER
93029	1535	NAPA AUTO PARTS	207580	100	INV	06/24/2013	24.87	2000 NISSAN FRONTIER:
93030	1535	NAPA AUTO PARTS	207503	100	INV	06/23/2013	121.02	2000 NISSAN FRONTIER:
93031	1535	NAPA AUTO PARTS	207618	100	INV	06/24/2013	4.69	STOPLIGHT BULB
93032	1535	NAPA AUTO PARTS	207617	100	INV	06/24/2013	7.99	ADAPTER
93033	2656	PHIL'S AUTOMOTIVE	25176	100	INV	06/28/2013	49.95	FOUR WHEEL STANDARD AL
93034	1287	DOWNTOWN SIGNS	8353	100	INV	06/28/2013	109.00	NEW SIGNS FOR CITY ADM
93038	80075	HOME OWNERS SUPPLY	238420	100	INV	06/28/2013	55.31	PHILLIPS BITS, AND PRI
93039	230015	WALMART COMMUNITY BRC	20130613	100	INV	06/28/2013	807.54	DELL DESKTOP; HANGERS
93041	1562	TRACTOR SUPPLY CREDIT PLAN	158847	100	INV	06/28/2013	649.99	GUN SAFE
93043	190090	SMITH'S RANCH & GARDEN, INC	101057313	100	INV	06/28/2013	1.99	K2 KEY DOUBLE CUT
93044	190090	SMITH'S RANCH & GARDEN, INC	102073613	100	INV	06/28/2013	18.96	MASTER LOCK, SAFETY HA
93046	190090	SMITH'S RANCH & GARDEN, INC	102072852	100	INV	06/28/2013	11.06	14 REFLECT 3 VINYL
93047	190090	SMITH'S RANCH & GARDEN, INC	102074137	100	INV	06/28/2013	8.99	SPIGOT REPLACEMENT IGL
93048	190090	SMITH'S RANCH & GARDEN, INC	102074390	100	INV	06/28/2013	2.98	K1 KEY SINLGE CUT
93049	2597	HOME DEPOT CREDIT SERVICES	02010000325290	100	INV	06/28/2013	159.28	ROLLDER COVER, AND CAR
93050	2597	HOME DEPOT CREDIT SERVICES	69500000930339	100	INV	06/28/2013	269.58	PAINT
93052	2974	EXPRESS SERVICES, INC.	12637764-7	100	INV	06/29/2013	771.60	ACCOUNTS PAYABLE CLERK



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

PG 18  
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WARRANT: 20130608 06/26/2013

DUE DATE: 07/31/2013

VOUCHER	VENDOR	VENDOR NAME	INVOICE	PO	TYPE	DUE DATE	AMOUNT	COMMENT
93053	2974	EXPRESS SERVICES, INC.	12596468-4	100	INV	06/21/2013	308.64	ACCOUNTS PAYABLE CLERK
93054	278	SUNSTATE METER & SUPPLY, INC	14541	100	INV	07/31/2013	828.75	ARB N_SIGHT AMR SOFTWA
93055	110005	KANSAS CITY LIFE INS	025367	100	INV	07/01/2013	288.74	GROUP NUMBER 02536; CO
93056	176	PREFERRED GOVERNMENT INSURA	37988-10-13/2013	100	INV	07/01/2013	9,067.78	AGREEMENT #SC FL1 0142
93059	10015	DISBURSEMENT ACCT PETTY CAS	20130603	100	INV	06/28/2013	9.20	FOUR FLAGS, DOUBLE SID
93060	10015	DISBURSEMENT ACCT PETTY CAS	20130605	100	INV	06/28/2013	20.06	2 GLASS CLEANERS, BLEA
93061	10015	DISBURSEMENT ACCT PETTY CAS	20130606	100	INV	06/28/2013	40.94	TRASH CAN 6/6/13, AND
93062	10015	DISBURSEMENT ACCT PETTY CAS	201306062	100	INV	06/28/2013	10.48	SHELLY PEACOCK REIMBUR
93065	60090	FLORIDA POWER & LIGHT	86753-339605	100	INV	06/26/2013	9.86	ACCT # 86753-33960
93066	60090	FLORIDA POWER & LIGHT	35352-389215	100	INV	07/05/2013	32.96	ACCT # 35352-38921
93067	190090	SMITH'S RANCH & GARDEN, INC	101057281	100	INV	06/28/2013	16.97	DESC SPIGOT FOR WATER
93068	230015	WALMART COMMUNITY BRC	20130619	100	INV	06/28/2013	159.69	DESC OFFICE SUPPLIES
WARRANT TOTAL							117,842.74	

\*\* END OF REPORT - Generated by Erika Larson \*\*

# AMENDMENT 1 TO SPECIFIC AUTHORIZATION NO. 15

## Community Development Block Grant Engineering Assistance Bidding and Construction Services

THIS DOCUMENT, executed this \_\_\_\_ day of \_\_\_\_\_, 2013, is the first amendment to Specific Authorization No. 15 which was initially approved by the City Council on August 21, 2012. This amendment to SA 15 is issued under the Agreement for Professional Services dated September 7, 2010 (hereinafter called the "AGREEMENT"), between the City of Arcadia, a Florida municipal corporation (hereinafter called "OWNER") and Hazen and Sawyer, P.C. (hereinafter called "ENGINEER").

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

WHEREAS, the OWNER requested the ENGINEER to provide engineering services associated to with obtaining a Community Development Block Grant for providing utility service for two neighborhood revitalization areas. This required the preparation of permit level plans and specifications for submittal to CDBG and Florida Department of Environmental Protection Permit for approval.

WHEREAS, the OWNER has received funding from CDBG and has requested the ENGINEER to provide engineering services associated preparing the plans and specifications for bidding, provide bid assistance and construction services associated with the replacement of the water and sewer lines in the Bridle Path neighborhood.

### **SCOPE OF SERVICES**

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

#### **Task Group 1 – Project Administration**

ENGINEER will perform the following tasks:

- Provide overall project coordination and work with CDBG grant administrator to assure all engineering requirements are performed in accordance with funding agency.
- Provide monthly status reports with invoices.
- Permit closures and coordination with permitting agencies.

## **Task Group 2 – Bid Services**

ENGINEER will perform the following tasks:

- Final Review – ENGINEER will make revisions to the contract documents in response to OWNER's review comments on the design, funding agency comments and the ENGINEER's internal quality control review comments
- Pre-Bid Conference and Site Visits: ENGINEER will attend a Pre-Bid Conference and a pre-bid site visit for the potential bidders. The ENGINEER will prepare the agenda for and will direct the conference. The ENGINEER will prepare and give a presentation of the project scope at the conference.
- Bidder's List and Document Distribution: ENGINEER will maintain a log of plan holders and distribute bid documents to interested parties electronically, and distribute Addenda to each plan holder as necessary.
- Respond to Bidder Requests for Information (RFI's): ENGINEER will respond to written Bidder RFI's received during the bid period in the form of written Addenda issued to all plan holders.
- Review Bids: ENGINEER will review the qualifications of the apparent lowest qualified bidder and evaluate the value and completeness of their bid in order to make a recommendation for award of the project by the OWNER. As part of this recommendation, ENGINEER will conduct an investigation of the apparent low bidder's references and resumes of personnel and provide a written summary of the investigation to the OWNER.
- Conformed Documents: ENGINEER will provide Conformed Documents to the OWNER and CONTRACTOR which includes all addenda items issued during the bid period.

## **Task Group 3 – Construction Services**

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

- Pre-Construction/Partnering Conference: The ENGINEER will attend a pre-construction conference with the selected CONTRACTOR and prepare notes of the meeting covering topics discussed and decisions made. The ENGINEER will distribute copies of the meeting notes to all attendees within one week of the meeting date.
- Shop Drawing Review: The ENGINEER will receive submittals from the CONTRACTOR and provide review of submittals within 14 calendar days for any particular submittal. The ENGINEER'S review will be for conformance with the design concept and contract requirements. The ENGINEER will prepare and maintain a log of submittals to include submittal number, subject, date received, reviewer, action taken and date returned. This log will be presented at each construction progress meeting and made a part of the notes.

- Request for Information (RFI's): The ENGINEER will receive and respond to CONTRACTOR RFI's for clarification of the contract documents or design intent. The ENGINEER will interpret the meaning of the contract documents and will provide any required clarifications or explanations of the design intent and requirements. All such reviews and replies will be in writing and includes efforts associated with producing documentation necessary (written instructions, sketches, and/or re-issued drawings) for responding to the RFI. Responses will be made within 5 calendar days. The ENGINEER will prepare and maintain a log of all such received requests, noting the date received, subject, resolution and date response was returned to the CONTRACTOR. This log will be presented at each construction progress meeting and made a part of the notes.
- Change Order Preparation: The ENGINEER will assemble and document change order items resulting from RFI's and/or RFP's and submit change order documents to the OWNER for submission for Board approval, including the final closeout change order.
- Construction Schedule: The ENGINEER will provide the OWNER with a monthly update on construction schedule progress, or lack thereof, to maintain the critical path and advise the OWENR of problems with the CONTRACTOR maintaining the schedule.
- Pay Applications: Review Applications for Payment from CONTRACTOR for compliance with the established procedure for their submission. The ENGINEER will perform the following for each monthly payment application by the CONTRACTOR:
  - Verify an acceptable percent complete for each item of work performed that month
  - Verify that record drawings have been updated for work completed to date
  - Check that appropriate releases of liens are submitted with the current pay request based on the previous month's pay application subcontractor pay items
  - Verify stored materials inventory has been properly accounted for as to new stored materials received and that previously stored materials that have been installed are removed from the stored materials inventory.
- Project Certification: The ENGINEER will issue a recommendation of substantial completion for the purpose of establishing the starting date for equipment warranties and to establish the date that the OWNER will assume responsibility and the cost of operating such equipment. ENGINEER will certify to FDEP when the project is ready to be operated as intended submitting the required construction completion documents within two days of Contractor's notice that the work is ready to be placed in operation after successful equipment testing.
- Construction Site Visits: The ENGINEER will make weekly site visits during active construction. It is assumed that an active construction of twelve weeks is required. Such site visits will review materials and equipment being used to determine if work is proceeding in accordance with the contract documents and to provide further protection for OWNER against defects and deficiencies in the CONTRACTOR'S work.
- Substantial Completion: Upon request of the CONTRACTOR for substantial completion status, the ENGINEER will evaluate work and make recommendation for substantial completion to be approved by the OWNER. If found to be substantially complete, the ENGINEER, with input from the OWNER's personnel, will then generate an official punch

list and transmit the punch list to the CONTRACTOR to complete in order to be considered for final completion.

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

If accepted by the ENGINEER, specific services to be performed are to commence upon receipt of an oral or written request to perform General Consulting Services from the City Administrator, provided any such oral notification is confirmed to ENGINEER in writing within seventy-two (72) hours. Services to be rendered under this Specific Authorization are provided in accordance with Articles 3 and 4 of the AGREEMENT. Payment of invoices rendered pursuant to this Specific Authorization shall constitute OWNER's acceptance of the services provided.

## **TIME SCHEDULE**

Services described herein will commence upon receipt by Hazen and Sawyer of this executed Specific Authorization. It is anticipated that the work for this project will be completed and submitted in accordance within an agreed upon schedule by OWNER which is not anticipated to exceed nine months.

## **COMPENSATION**

The ENGINEER shall be paid in accordance with the Direct Labor Costs Times a Factor as set forth in Article 5.1.1 of the AGREEMENT. An additional budget of \$35,000 for services under this amendment resulting in a revised total of \$90,000 for this Specific Authorization will not be exceeded without the OWNER's written approval.

## **FEDERAL PROVISIONS**

This project is being funded by the Department of Economic Opportunity, therefore federal provision associated with Equal Employment Opportunity shall apply which are hereby included as Attachment 1 and incorporated into this contract.

**OTHER PROVISIONS**

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

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

**WITNESS:**

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
Damann Anderson, PE  
Vice President

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**OWNER**  
**CITY OF ARCADIA**  
(Approved by City Council at  
\_\_\_\_\_ meeting)

\_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Judi Jankosky  
City Administrator

By: \_\_\_\_\_  
Keith Keene  
Mayor

## ATTACHMENT 1

### CDBG Engineering Assistance for Bidding and Construction Services for City of Arcadia

The following Federal Provisions will also apply to this contract:

#### 9.1) Equal Employment Opportunity

During the performance of this Contract, Hazen and Sawyer, PC agrees as follows:

A. Hazen and Sawyer, PC will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. Hazen and Sawyer, PC will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Hazen and Sawyer, PC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

B. Hazen and Sawyer, PC will, in all solicitation or advertisements for employees placed by or on behalf of Hazen and Sawyer, PC state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

C. Hazen and Sawyer, PC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Hazen and Sawyer, PC will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

E. Hazen and Sawyer, PC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of Hazen and Sawyer, PC's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Hazen and Sawyer, PC may be

declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. Hazen and Sawyer, PC will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor Hazen and Sawyer, PC will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event Hazen and Sawyer, Inc becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY , Hazen and Sawyer, PC may request the United States to enter into such litigation to protect the interests of the United States.

#### **9.2) Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **9.3) Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

#### **9.4) "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities**

A. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

C. Hazen and Sawyer, PC will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants-for employment or training.

D. Hazen and Sawyer, PC will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. Hazen and Sawyer, PC will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

#### **9.5) Access and Retention to Records**

The CITY, the DEO, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Hazen and Sawyer, PC which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. Hazen and Sawyer, PC shall retain all records relating to this Contract for six (6) years after the CITY makes final payment and all other pending matters are closed.



City of Arcadia  
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 6/28/13  
Event Name Car show  
Event Location Oak + Polk  
Date(s) of Event 7/20, 8/17, 9/21 Hours of Event 4-9  
Expected Attendance 50  
Event Sponsor TEAM Arcadia Non-Profit?  YES  NO  
Description of Event Car show

To - PD, PO  
6/28/13

Contact Person John Super Telephone (813) 494-1627 cell 941 812 8005  
Fax # \_\_\_\_\_ Email jsuper20@gmail.com  
Insurance Carrier Desoto Insurance Agency  
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: GS Lancaster Date: 6/28/13  
City Marshal  Approved  Disapproved  
City Administrator  Approved  Disapproved  
City Council  Approved  Disapproved

pd CASH  
\$75.00

INDEMNIFICATION & HOLD HARMLESS

I, John Super as Chairman of TEAM Arcadia do hereby agree to hold the City of Arcadia, (Club, organization, group, etc)

its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the Car Show to be held at Polk + DAK on 7/20/8/17, 9/21-2013

By: John Super (Signature)

Printed Name: John Super

Entity Name: Team Arcadia

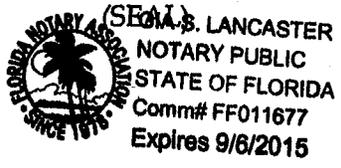
Its: Chair

Date: 6/28/13

STATE OF FLORIDA COUNTY OF DeSoto

Sworn to and subscribed before me this 28<sup>th</sup> day of June, 2013, by John Super as Chair of Team Arcadia who [] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

G. Lancaster 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.

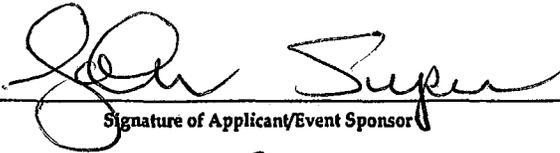
**FOOD** - ALL food and beverage vendors shall provide copies of their State of Florida Health Department license. All food vendors whose cooking creates grease-laden vapors shall have a mounted certified fire extinguisher.

**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](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

6/28/13  
\_\_\_\_\_  
Date

John Super  
\_\_\_\_\_  
PRINTED Name of Above

494-1627  
\_\_\_\_\_  
Contact Phone #

**COMMERCIAL LEASE**

This is an agreement between **CITY OF ARCADIA**, a Florida municipal corporation (herein called "Owner"), whose mailing address is 23 N. Polk Avenue, Arcadia, Florida 34266 and **DESOTO COUNTY SCHOOL BOARD** (herein called "Tenant"), whose mailing address is P.O. Drawer 2000, Arcadia, Florida 34266.

1. **PROPERTY; LEASE AND DURATION.** Owner hereby leases the building and lands known as the former City of Arcadia Fire Station, which is located at 400 N. 10th Avenue, Arcadia, Florida, (herein called the "Premises") to Tenant upon the terms and conditions set forth below for a one (1) year term beginning July 1, 2013 and ending June 30, 2014. This lease maybe extended by mutual agreement of the parties, in writing.

2. **RENT.** As consideration for the terms set forth herein, Tenant agrees to maintain the Premises and to provide supervision for the use of the Premises.

3. **USE.** Tenant shall use the Premises for the purpose of surplus storage and Tenant will make no unlawful, improper, or offensive use of the Premises.

4. **ALTERATIONS.** Tenant may make additions or alterations in or to the Premises with Owner's approval, which approval will not be unreasonably withheld. Tenant shall be responsible for the cost of any additions or alterations made by Tenant and shall protect and reimburse Owner against possible mechanics', laborers' and materialmen's liens upon the Premises. All exterior signage must be approved in advance by Owner, in writing, as to size, location, content, color and material. Tenant further agrees to construct an eight foot by twenty-three foot (8' x 23') wall made of studs and drywall around the fire truck currently located on the Premises to protect said fire truck from any damage.

5. **REPAIRS; PREMISES.** Tenant will make all repairs required to the Premises including any electrical, air conditioning, plumbing and the replacement of any broken glass. Tenant shall keep the Premises in good order and repair, subject to reasonable and ordinary wear and tear. Tenant shall keep the parking lot in presentable condition at all times.

6. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Premises without the written consent of Owner. This prohibition does not include temporary rentals which complement the public purpose of this Lease. Any temporary rental of the Premises will be on a non-discriminatory basis.

7. **INSURANCE AND INDEMNITY.** Tenant will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies authorized to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit Tenant's defense and indemnity obligations:

- A. Specifically recognize and insure the contractual liability assumed by Tenant under this Agreement;
- B. Provide that Tenant's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to Owner and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to Owner except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against Owner; and
- E. Should Tenant's policies provide a limit of liability in excess of such Amounts, Owner shall have the right of the benefit to the full extent of the coverage available.

**PROPERTY COVERAGE.** Tenant shall procure and maintain for the life of the lease, All Risk/Special Form, coverage including sinkhole and wind storm insurance coverage (or its equivalent), to cover loss resulting from damage to or destruction of the building or any improvements. The policy shall cover a minimum of 100% replacement cost, and it is preferred that it include an agreed value endorsement to waive coinsurance. Tenant shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and Tenant's leasehold improvements.

**LIABILITY INSURANCE.** Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Owner, such insurance to afford minimum protection of not less than \$500,000 for injury to any person or persons, including death, and \$100,000 for damage to property covering the occupancy and use of the demised premises. Owner shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance and Tenant shall provide Owner with current Certificates of Insurance evidencing Tenant's compliance with this paragraph.

**CERTIFICATE OF INSURANCE.** Upon execution of this Agreement, Tenant must furnish a Certificate of Insurance to Owner evidencing the insurance required herein, written or translated in English. From thereon, Tenant will furnish a valid Certificate of Insurance to Owner annually at the address in the "Notices" clause of this Agreement.

**TENANT'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

**INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES:** Tenant shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the

Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of Tenant to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse Owner and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by Tenant.

**TENANT'S NEGLIGENCE.** If the leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

**INDEMNIFICATION.** Tenant shall indemnify Owner and hold Owner harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by Tenant, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of Owner.

8. **UTILITIES.** Owner shall not be obligated to pay any charges for any telephone service, gas, electricity, water, sewer or other utility service or commodity procured or consumed by Tenant.

9. **HAZARDOUS WASTE.** Tenant will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever.

10. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

11. **REMEDIES FOR BREACH.** If Tenant breaches any term or condition of this lease, Owner may bring suit to collect all back rent and taxes and terminate this lease and resume possession of the Premises for Owner's account, but Owner's failure to file suit or so terminate shall not be a waiver of Owner's right to do so in case of a continuing or subsequent default or breach. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections, from the losing party.

12. **ENTRY BY OWNER.** Tenant shall allow Owner's agent to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the Premises.

13. **NO LIENS CREATED.** Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under Tenant. All persons contracting with Tenant, or furnishing materials or labor to Tenant, shall be bound by this provision. Should any such lien be filed, Tenant shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. Tenant is not the agent of Owner so as to confer upon a laborer bestowing labor upon the leased Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased Premises, a construction lien upon Owner's estate under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

14. **SUITABILITY OF PREMISES.** Tenant acknowledges having examined the Premises thoroughly before entering into this lease, and does not rely upon any representations by Owner as to the Premises' suitability for the Tenant's purposes.

15. **NOTICES.** Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

**Tenant**  
Superintendent  
Desoto County School Board  
P.O. Drawer 2000  
Arcadia, Florida 34266

**Owner**  
City Administrator  
City of Arcadia  
23 N. Polk Avenue  
Arcadia, Florida 34266

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

16. **PUBLIC FACILITY.** Tenant shall upon Owner's request, allow such other temporary public use of the Premises as shall be compatible with and not in conflict with Tenant's use thereof so long as such other user shall pay its reasonable share of Tenant's expenses of maintenance, upkeep and utilities of the Premises.

17. **SEVERABILITY.** It is the intention of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

18. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided, the covenants and conditions herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **NO LIABILITY OF LESSOR.** Owner shall not be liable for any damages done to Tenant's personal property by or from plumbing, gas, water, or other pipes or electrical service in, above, on or about the Premises, nor for damage occasioned thereto by water being upon, or coming through the roof or otherwise, nor for any damage arising from acts of negligence of Tenant.

20. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

21. **RECORDING.** This Lease may not be recorded.

22. **MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each of which shall be deemed an original.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

Two Witnesses as to Owner:

**OWNER: CITY OF ARCADIA**

\_\_\_\_\_  
(Printed Name)

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

\_\_\_\_\_  
(Printed Name)

Attest: \_\_\_\_\_  
Gia Lancaster, City Clerk

(corporate seal)

Two Witnesses as to Tenant:

**TENANT: DESOTO COUNTY SCHOOL BOARD**

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_,  
as its Authorized Representative

\_\_\_\_\_  
(Printed Name)

(corporate seal)



**TO:** MAYOR AND COUNCIL AND CITY ADMINISTRATOR  
**FROM:** RENÉE A. GREEN, FINANCE DIRECTOR  
**SUBJECT:** TENTATIVE MILLAGE RATE FOR YEAR 2013-2014  
**DATE:** JULY 2, 2013

---

Florida Statutes 200.065 (2) (d) required that the City of Arcadia, Florida adopt a Resolution stating the **tentative millage rate** to be levied for Fiscal year 2013-2014.

**This is a tentative millage rate** – it is not the final or adopted rate. Statute states the final or adopted rate cannot exceed the tentative rate after adoption. The final or adopted rate can be lower than the tentative rate.

You can go down – not up. This is the reason we are suggesting the tentative rate be at a maximum of 10 mills.

Prior year adopted rate was 8.5859. Current year roll-back rate is 8.6885.

Our estimated assessed value at this time is \$173,624,892 which is less from the prior year's value of \$175,984,149. Difference in value of \$2,359,257.

The Property Appraiser will send his certified taxable value on July 1, 2013. We will receive State Estimates in July.

The City Administrator and I will be working on different millage scenarios for the budget workshop. At this time we ask you to set the Tentative Millage Rate at 10 mills.

Thanks!

Renée

**RESOLUTION NO. 2013-14**

**A RESOLUTION ADOPTING THE  
TENTATIVE MILLAGE RATE TO BE  
LEVIED BY THE CITY OF ARCADIA,  
FLORIDA FOR FISCAL YEAR 2013-2014**

**WHEREAS**, Florida Statutes 200.065(2)(d) requires that the City of Arcadia, Florida adopt a Resolution stating the tentative millage rate to be levied for Fiscal year 2013-2014, and

**WHEREAS**, the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Arcadia that:

1. The City of Arcadia does hereby adopt its Tentative Millage Rate of 10.00 mills to be levied for the General Fund upon all real and tangible personal property located within the boundaries of the City of Arcadia to fund the fiscal Year 2013-2014 budget, and

2. The percentage by which this millage rate to be levied exceeds the rolled back rate of 8.6885 mills, computed pursuant to Florida law, is 1.31 percent.

**PASSED AND ADOPTED** by the City Council this 2<sup>nd</sup> day of July, 2013.

By:

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

ATTEST:

\_\_\_\_\_  
Gia Lancaster, CMC  
City Clerk

The foregoing has been reviewed and  
Approved for legal sufficiency by:

\_\_\_\_\_  
Thomas J. Wohl, City Attorney



**NEWT KEEN, C.F.A.**  
**PROPERTY APPRAISER**

# DESOTO COUNTY

P.O. BOX 311

ARCADIA, FLORIDA 34265

PHONE (863) 993-4866  
FAX (863) 993-4869  
WWW.DESOTOPA.COM

May 30, 2013

Ms. Judith A. Jankosky  
City Administrator for  
City of Arcadia  
23 N. Polk Ave.  
Arcadia, FL 34266

Dear Ms. Jankosky:

Pursuant to Florida Statutes 200.065(7), I have estimated the total assessed value of non-exempt property for the City of Arcadia for the 2013 DeSoto County Preliminary Roll to be:

- Real Property.....\$ 149,165,551
- Personal Property ..... 24,150,637
- Centrally Assessed..... 308,704

**Total of All Property .....\$ 173,624,892**

If you should have any questions, please feel free to call.

Sincerely,

Newt Keen, CFA  
DeSoto County Property Appraiser

/dw

2012 \$175,984,149  
 \$2,359,257 less  
 VALUE

ply 8.5859  
 \$20,256 less from  
 last year

Certification of Taxable Value		DR-420
Principal Authority	Year :	2012
Select Principal Authority	County :	Select County
GENERAL FUND		
SECTION I: COMPLETED BY PROPERTY APPRAISER		
Current year taxable value of real property for operating purposes	(1)	\$ 149,165,551
Current year taxable value of personal property for operating purposes	(2)	\$ 24,150,637
Current year taxable value of centrally assessed property for operating purposes	(3)	\$ 308,704
Current year gross taxable value for operating purposes (Ln 1 + Ln 2 + Ln 3)	(4)	\$ 173,624,892
Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value in excess of 115% of the previous year's value. Subtract deletions.)	(5)	\$ -
Current year adjusted taxable value (Line 4 minus Line 5)	(6)	\$ 173,624,892
Prior year FINAL gross taxable value (From prior year applicable Form DR-403 series)	(7)	\$ 175,699,100
Enter number of tax increment value worksheets (DR-420TIF) attached (If none, enter 0)	(8)	0
Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? (If yes, complete and attach form DR-420 DEBT for each voted debt.) Indicate number of voted debt.	(9)	0
SECTION II: COMPLETED BY TAXING AUTHORITY		
Prior year operating millage levy	(10)	8.5859
Prior year ad valorem proceeds (Line 7 multiplied by Line 10, divided by 1000)	(11)	\$ 1,508,535
Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value (Sum of either Line 6c or Line 7a for all DR-420TIF forms)	(12)	\$ -
Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	(13)	\$ 1,508,535
Dedicated increment value, if any (Sum of either Line 6b or Line 7e for all DR-420TIF forms)	(14)	\$ -
Adjusted current year taxable value (Line 6 minus Line 14)	(15)	\$ 173,624,892
Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	(16)	8.6885
Current year proposed operating millage rate	(17)	10.0000
Total ad valorem proceeds at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	(18)	\$ 1,736,249
<b>STOP</b> Dependent Special Districts and MSTUs <b>STOP</b>		
Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. (Total of Line 13 from all DR-420 forms)	(22)	\$ 1,508,535
Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)	(23)	8.6885
Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	(24)	\$ 1,508,540
Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (Total of Line 18 from all DR-420 forms)	(25)	\$ 1,736,249
Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)	(26)	10.0000
Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, minus 1, multiplied by 100)	(27)	15.09
		\$ 1,649,437
		(95% proceeds)

= 10

<b>Certification of Taxable Value</b>		<b>DR-420</b>
<b>Principal Authority</b>	<b>Year :</b>	<b>2012</b>
<b>Select Principal Authority</b>	<b>County :</b>	<b>Select County</b>
<b>GENERAL FUND</b>		
<b>SECTION I: COMPLETED BY PROPERTY APPRAISER</b>		
Current year taxable value of real property for operating purposes	(1)	\$ 149,165,551
Current year taxable value of personal property for operating purposes	(2)	\$ 24,150,637
Current year taxable value of centrally assessed property for operating purposes	(3)	\$ 308,704
Current year gross taxable value for operating purposes (Ln 1 + Ln 2 + Ln 3)	(4)	\$ 173,624,892
Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value in excess of 115% of the previous year's value. Subtract deletions.)	(5)	\$ -
Current year adjusted taxable value (Line 4 minus Line 5)	(6)	\$ 173,624,892
Prior year FINAL gross taxable value (From prior year applicable Form DR-403 series)	(7)	\$ 175,699,100
Enter number of tax increment value worksheets (DR-420TIF) attached (if none, enter 0)	(8)	0
Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? (if yes, complete and attach form DR-420 DEBT for each voted debt.) Indicate number of voted debt.	(9)	0
<b>SECTION II: COMPLETED BY TAXING AUTHORITY</b>		
Prior year operating millage levy	(10)	8.5859
Prior year ad valorem proceeds (Line 7 multiplied by Line 10, divided by 1000)	(11)	\$ 1,508,535
Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value (Sum of either Line 6c or Line 7a for all DR-420TIF forms)	(12)	\$ -
Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	(13)	\$ 1,508,535
Dedicated increment value, if any (Sum of either line 6b or Line 7e for all DR-420TIF forms)	(14)	\$ -
Adjusted current year taxable value (Line 6 minus Line 14)	(15)	\$ 173,624,892
Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	(16)	8.6885
Current year proposed operating millage rate	(17)	8.6885
Total ad valorem proceeds at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	(18)	\$ 1,508,540
<b>STOP Dependent Special Districts and MSTUs STOP</b>		
Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. (Total of Line 13 from all DR-420 forms)	(22)	\$ 1,508,535
Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)	(23)	8.6885
Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	(24)	\$ 1,508,540
Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (Total of Line 18 from all DR-420 forms)	(25)	\$ 1,508,540
Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)	(26)	8.6885
Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, minus 1, multiplied by 100)	(27)	0.00
		\$ 1,433,113 (95% proceeds)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RESOLUTION NO. 2013-15**  
**UTILITY AGREEMENT**

Form No.  
 Utilities  
 Rev. 00/00

Financial Project ID: 193898-2-56-11	Federal Project ID: N/A
County/Section No: 04020	State Road No. 35
District Document No: 1	
Utility Agency/Owner (UAO): City of Arcadia	

WHEREAS, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the "Project"; and

WHEREAS, in order for the FDOT to proceed with the Project, it is necessary for the City of Arcadia hereinafter referred to as the "UAO", to execute and deliver to the FDOT the agreement identified as Utility Work Agreement (FDOT Participating in Expense), hereinafter referred to as the "Agreement";

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That (Name) Judi Jankosky, (Title) City Administrator be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution is to be forwarded to the FDOT along with the executed Agreement.

ON MOTION of \_\_\_\_\_, seconded by \_\_\_\_\_, the above resolution was introduced and passed by the UAO on the 2nd day of July, year of 2013.

By:

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

ATTEST:

\_\_\_\_\_  
 Gia Lancaster, CMC  
 City Clerk

The foregoing has been reviewed and  
 Approved for legal sufficiency by:

\_\_\_\_\_  
 Thomas J. Wohl, City Attorney



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

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

ANANTH PRASAD  
SECRETARY

[www.dot.state.fl.us](http://www.dot.state.fl.us)

January 21, 2013

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

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

Dear Ms Jankosky:

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

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

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

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

Sincerely,

Gary Beagles  
Utility Supervisor

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

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

Revised 1/7/2013 KB

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY ESTIMATE SUMMARY**

710-010-06  
 UTILITIES  
 03/13

<b>Financial Project ID: 193898-2-56-11</b>	<b>Federal Project ID: N/A</b>
<b>County: DeSoto</b>	<b>State Road No.: 35</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): CITY OF ARCADIA</b>	

1.

**TYPE OF WORK ESTIMATED:** (Mark "X" in appropriate box(es).)

<u>Engineering</u>	<u>Relocation/ Installation</u>	<u>Item(s)</u>
<input type="checkbox"/>	<input type="checkbox"/>	Force Account
<input type="checkbox"/>	<input type="checkbox"/>	Lump Sum
<input type="checkbox"/>	<input type="checkbox"/>	Third party Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	DOT Administered Contract
<input type="checkbox"/>	<input type="checkbox"/>	Other _____

2.

**ESTIMATE SUMMARY:** (If more than one work order complete "Total" Column.)

Item(s)	Job or Work Order No. ( )	Job or Work Order No. ( )	Total
Preliminary Engineering	85000.00		85,000.00
R/W (Acquisition Only)			
Construction Engineering	45000.00		45,000.00
Construction Labor			
Materials & Supplies			
Materials Handling Charges			
Transportation & Equipment			
Contract Construction			
Miscellaneous Expense			
General Overhead Costs ( %)			
<b>GROSS RELOCATION COSTS:</b>			
*Salvage			
*Betterment			
*Expired Service Life			
*Nonreimbursable			
<b>TOTAL CREDITS:</b>	( )	( )	( )
<b>TOTAL REIMBURSABLE COSTS:</b>			
*% To be Applied to Final Billing for Credits Due Project.	( %)	( %)	( )

SUBMITTED FOR THE UTILITY OWNER BY:

*Julie Karlock*

DATE:

*6/27/13*

**ORDINANCE NO. 989**

**AN ORDINANCE OF THE CITY OF ARCADIA PROVIDING FOR THE CREATION OF A UTILITY SERVICE AREA OUTSIDE THE CORPORATE LIMITS; ESTABLISHING SERVICE AREA BOUNDARIES; AUTHORIZING THE EXTENSION OF UTILITIES; PROVIDING FOR FUTURE AMENDMENTS TO THE SERVICE AREA BOUNDARIES; PROVIDING FOR FUTURE REGULATION OF THE SERVICE AREA; ESTABLISHING THE PURPOSE OF THE SERVICE AREA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Arcadia owns and operates a central water distribution system and a central wastewater collection system and treatment facility; and

**WHEREAS**, the City of Arcadia's utility systems currently serve unincorporated areas lying West, East, North and South of the City's corporate limits; and

**WHEREAS**, Chapter 180, Florida Statutes, empowers municipalities with certain powers and authority to control and regulate municipal public works; and

**WHEREAS**, Section 180.02, Florida Statutes, allows a municipality to execute powers granted under Chapter 180, Florida Statutes, within its corporate limits; and

**WHEREAS**, Chapter 180, Florida Statutes, also permits a municipality to execute all of its corporate powers for the accomplishment of the purposes of said Chapter outside of its corporate limits, as provided in said Chapter, and as may be desirable or necessary for the promotion of the public health, safety, and welfare or for the accomplishment of the purposes of said Chapter; and

**WHEREAS**, Section 180.02(3) Florida Statutes specifically authorizes municipalities to create a utility service area for up to five (5) miles from the corporate limits of the municipality and further authorizes municipalities to require customers in that area to connect to the municipal wastewater system or alternative water supply system, when available; and

**WHEREAS**, Section 180.06(9) Florida Statute prohibits a private company from constructing any system, work, project or utility in the territory adjacent to a municipality that is actually operating a system, work, project or utility unless such municipality consents to such construction; and

**WHEREAS**, recent development interest in the vicinity of State Road 70 and State Road 31, Airport Road, Roan Street, Hillsborough Avenue and other areas the City of Arcadia already serves has raised concerns that the authority of the City of Arcadia to provide water and wastewater utility service to these areas may be in jeopardy; and

**WHEREAS**, the ability of the City of Arcadia to be able to continue to extend its water and wastewater utilities within a utility service area outside the corporate limits of the City of Arcadia is environmentally sound and avoids costly duplication of infrastructure; and

**WHEREAS**, any action that would interfere with the ability of the City of Arcadia to be able to continue to extend its water and wastewater utilities within a utility service area outside the corporate limits of the City or Arcadia negatively effects the City of Arcadia's past investment in infrastructure improvements and ultimately will affect the life, health, property, and public peace of the citizens of the City of Arcadia.

Be it ordained by the City Council of the City of Arcadia, Florida as follows:

Section 1. Creation of Utility Service Area Outside the Corporate Limits. There is hereby created the City of Arcadia Service Area (hereinafter referred to as the "Service Area").

Section 2. Exhibit A - Establishment of Service Area Boundaries. The Service Area shall include the unincorporated area of the following:

Township 37 South, Range 24 East, Sections 23, 24, 25, 26, 35 and 36.

Township 37 South, Range 25 East, Sections 16, 17, 18, 19, 20, 21, 27, 28, 29, 30, 31, 32, 33 and 34.

Township 38 South, Range 25 East, Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 18.

Township 38 South, Range 24 East, Sections 1, 2, 11, 12, 13 and 14.

Section 3. Extension of Utilities Authorized. The City of Arcadia is authorized and empowered to extend its water and wastewater utilities, including but not limited to, reclaimed water, utility lines, lift stations, booster pumps, wells and storage tanks, to all lots or lands within the Service Area upon such terms and conditions as may be agreed between owners of such lots or lands and the City of Arcadia.

Section 4. Purpose. The purposes of declaring the Service Area are as follows:

A) To provide for long-range capital improvements for the betterment of the health, safety and welfare of the public as a part of the City of Arcadia's long-range planning activities within the City of Arcadia and Service Area.

B) To clearly identify an area for long-range capital improvements relating to water and wastewater utility facilities and services.

C) To provide for the efficient extension of municipal or urban services.

D) To identify that the City will provide water and wastewater related services and facilities within the Service Area defined herein and avoid the duplication of such services.

- Section 5. Amendment to the Service Area. It is recognized that future conditions may exist from time to time, which would necessitate amending the boundaries of the Service Area to include more or less area. Such amendments shall be made by the City Council of the City of Arcadia in accordance with Section 180.02, Florida Statutes.
- Section 6. Provision of Reasonable Regulations. The City of Arcadia may prescribe by subsequent ordinance or amendment hereto, adopted in accordance with Chapter 180, Florida Statutes, reasonable regulations regarding all persons or entities living or doing business within the Service Area regarding their connection, when available, with any service or utility facilities constructed, provided, operated or to be constructed, provided or operated under the provisions of Chapter 180, Florida Statutes.
- Section 7. Reservation. The City of Arcadia reserves the right to determine the manner, location, degree and extent of any utility service extensions within the Service Area by subsequent ordinance or resolution adopted in accordance with the procedures set forth in Chapter 180, Florida Statutes.
- Section 8. Absence of Mortgage Revenue Certificates or Debentures. There are currently no mortgage revenue certificates or debentures issued by the City of Arcadia to finance the construction or expansion of any water or wastewater related project within the Service Area.
- Section 9. Constitutionality. All ordinances, agreements, or resolutions and parts thereof in conflict herewith to the extent of such conflicts are hereby repealed. If any phrase, clause, sentence, paragraph, section or subsection of this ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining phrases, clauses, sentences, paragraphs, sections or subsections of this ordinance.
- Section 10. Effective Date. This Ordinance shall become effective immediately upon its adoption.
- Section 11. Recording. A certified copy of the ordinance shall be filed with the Clerk of the Circuit Court of Desoto County, Florida, and duly recorded among the Public Records of Desoto County.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, IN  
REGULAR SESSION AT CITY COUNCIL CHAMBERS, ARCADIA, FLORIDA, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

By: \_\_\_\_\_  
Gia Lancaster, City Clerk

FIRST READING:     June 18, 2013

SECOND READING:

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Wohl, City Attorney

**City Marshal**  
**Matthew A. Anderson**



**State of Florida**  
**City of Arcadia**

**ARCADIA POLICE DEPARTMENT  
COUNCIL REPORT**

<b>TOTALS FOR THIS REPORT PERIOD:</b>		<b>JUNE</b>	<b>2013</b>
<b>ARREST ACTIVITIES</b>			
FELONY ARREST	17	MISDEMEANOR ARREST	13
JUVENILE ARREST	0	TRAFFIC ARREST	9
WARRANT ARREST	8		
<b>TRAFFIC ACTIVITIES</b>			
ACCIDENT REPORTS	31	TRAFFIC CITATIONS	150
		WARNING CITATIONS	105
<b>INVESTIGATIONS</b>		<b>CRIMINAL INVESTIGATIONS</b>	
COMPLAINTS	856	CASES TOTAL	13
CITY ORDINANCE VIOLATIONS	67	CASES UNDER INVESTIGATION	8
		CASES PENDING ARREST	4
		CASES CLOSED	1

A handwritten signature in black ink, appearing to read 'Matthew A. Anderson', written over a horizontal line.

**CITY MARSHAL**  
6/25/2013

ADM (863)993-4660  
FAX (863)993-4664

**CITY OF ARCADIA**  
**POLICE DEPARTMENT**  
725 N. Brevard Ave.

**MATTHEW A. ANDERSON**  
**MARSHAL**

**P.O. BOX 1014**  
**ARCADIA, FL. 34265**

**CITY CODE ACTIVITIES**

**MONTH OF**  
**JUNE 2013**

CODE ENFORCEMENT OFFICER CARL MCQUAY

COURTESY NOTICES	31
NOTICE OF VIOLATIONS	0
CODE VIOLATIONS	
ABANDONED VEHICLES	0
COMMERCIAL VEHICLES	0
FENCES	1
HIGH GRASS/OVERGROWN LOTS	24
NUISANCE	1
OCCUPATIONAL LICENSES	0
PARKING VIOLATIONS	1
PERMIT VIOLATIONS	0
TRASH/JUNK/DEBRIS	1
UNSAFE STRUCTURES	1
WATER VIOLATIONS	0
YARD SALES	2
ZONING VIOLATIONS	0
TOTAL CODE VIOLATIONS	31
CODE COMPLAINTS	0
CONTACTS	0
FIELD WORK	4
FOLLOW UP	4
POSTING	0
INVESTIGATIONS	4
MAILING	7
RECORDS	0
CAB INSPECTIONS	1
CAB DRIVER'S PERMITS	1
TITLE COMPANY SEARCHES	6
HEARINGS	4
FINGERPRINTING	5
POSTAGE USED	\$59.20