

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

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

**PRESENTATION**

**CONSENT AGENDA**

1. Minutes of June 26, 2012 Budget Workshop Meeting
2. Minutes of July 3, 2012 Regular Meeting
3. Check warrants from 07/03/12 and 07/13/12
4. Air-Cadia Flowage and Hanger Report for June 2012
5. Certificate of Appropriateness for 315 E. Magnolia St. – Applicant Mike Morris

**DISCUSSION ITEMS**

6. City Council Set Not to Exceed Millage Rate. (Finance Director)
7. Lost revenue and associated expenditures. (Interim Administrator)
8. Request for Special Event Permit, street closure and waiver of fees - Antique Association of Arcadia Fourth Saturday Antique Fair (Interim Administrator)
9. Request for Special Event Permit, closure of streets and waiver of fees for the TEAM Arcadia Car Show – Applicant Mr. John Super (Interim Administrator)
10. Request Approval of two proposed locations for the CDBG Neighborhood Revitalization Grant Program – maps included (Interim Administrator)
11. DeSoto Insurance Letter of Recommendation (Interim Administrator)
12. Sale of Surplus Material Procedure (City Attorney)
13. Wingman Aviation Contract (City Attorney)
14. Mobile Home Park Fence (Interim Administrator)

**ORDINANCES**

15. **ORDINANCE NO. 975: SECOND AND FINAL READING OF AN ORDINANCE DELETING SECTION 70-6 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

*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

16. **ORDINANCE NO. 976: SECOND AND FINAL READING OF AN ORDINANCE AMENDING SECTION 60-3 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO PERMIT CITIZENS OF DESOTO COUNTY TO SERVE ON THE HISTORIC PRESERVATION COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

**COMMENTS FROM DEPARTMENTS**

17. City Marshal
18. Attorney
19. Interim 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, JUNE 26, 2012  
5:30 PM**

**CALL TO ORDER, ROLL CALL**

The workshop session was called to order at approximately 5:30 PM.

**Arcadia City Council**

Mayor Keith Keene - Absent  
Deputy Mayor Alice Frierson  
Councilman Robert Heine

Councilman Joseph E. Fink  
Councilman Robert Allen

**Arcadia City Staff**

Interim Administrator Judi Jankosky  
Carrie Taylor, Golf Course Supervisor  
City Recorder Virginia S. Haas

Jerry Cordes, PW Supervisor  
Finance Director Jorge Santana  
Captain Matt Anderson

**DISCUSSION:**

1. Culture/Recreation 2012/2013 Budget
  - a. Recreation

Mr. Jerry Cordes, Public Works Supervisor, stated that he went through the budget and reduced some line items saving \$2,300. He increased the repairs and maintenance line item because this department would not be acquiring any new trucks.

- b. Golf Course

Mrs. Carrie Taylor, Golf Course Supervisor, explained that this year the Pro Shop and Golf Course budgets were combined. Operating supplies were combined with other current charges for the Pro Shop and Golf Course resulting in a total of \$35,000. She also requested one part time assistant be adjusted to full time. Councilman Fink stated that according to the revenues and expenditures we are operating a money making business at a loss of \$88,000. Mrs. Taylor responded that during the slow months they are offering promotional activities to assist in increasing revenues for the Pro Shop. Councilman Fink questioned why is the Big Dogs Tournament held at The Bluff's instead of the Arcadia Golf Course. Councilman Allen replied that The Bluff's have more amenities and the tournament group is larger. Councilman Fink stated that the Golf Course should be a profit making business and if we are not making a profit we should hand it over to someone else who can make a profit. He continued that we should ask School Board Superintendant Adrian Cline why they use The Bluffs. Councilman Heine suggested contacting the President of the Bull Dog Club. Councilman Fink stated he would also like to ask Mr. Vince Sica why the hospital holds their tournament at The Bluffs. Mrs. Jankosky inputed that the Golf Course relies on its winter residents and this year those residents returned North early. She further stated that the Golf Course may need some good investments. Mrs. Taylor replied to Deputy Mayor Frierson that in the winter season all the golf carts are utilized.

Councilman Fink noted that if that is the case you should be storing or saving during the winter months so you can survive during the summer months. Mrs. Taylor responded to Deputy Mayor Frierson that she has 13 employees, 11 volunteers, 10 are part-time on the City payroll and 2 of the part-time employees are seasonal.

Councilman Fink requested the last 5 years of revenues and expenditures for the golf course and the pro shop to ascertain how long there has been a loss. Mr. Santana explained that during peak times the revenue is \$50,000 – \$60,000, during January, February, March revenues fall to around \$40,000 then during April, May, June and off peak times revenue drops significantly to around \$10,000. Deputy Mayor Frierson asked what the staff does during the summer months. Mrs. Taylor replied that hours are reduced and staff is sent home on such days as when it is raining.

Councilman Fink requested personal services log for the Golf Course and Pro Shop separated out in the spreadsheet along with the other requested information. He stated that if a business is not making a profit that is when you get out from under it.

#### c. Parks

Mr. Cordes stated that the Parks budget was cut \$1,050 so far and the \$7,500 is for a new mower. He responded to Deputy Mayor Frierson that utilities were reduced to \$4,000 because that original budgeted amount was never completely used previously and the lights at the ball park are not being utilized as often.

#### d. Mobile Home Park

Mrs. Jankosky explained that utility service consisting of the water and sewer has decreased due to vacancies. The RV spaces were \$15,000 however they disconnected utilities that are not in use saving \$3,500. Councilman Fink inquired that the mobile home park actually makes a profit. Mrs. Jankosky responded to Deputy Mayor Frierson that there are 9 useable mobile home locations and all the RV spots are vacant in the summer months. She noted that the revenues have decreased \$20,000. Mrs. Jankosky responded to Deputy Mayor Frierson that vacancies in the park are advertised on a web site maintained by the Park Manager. Also she has asked for \$1,000 in advertising costs in this year's budget. Mrs. Jankosky stated that the improvements may consist of amenities like tennis courts or pickle ball and possibly a community garden. Mrs. Jankosky responded to Councilman Fink that Mr. Cordes and his staff will be covering the Mobile Home Park in the absence of either the Park or Assistant Managers. Mrs. Jankosky responded to Deputy Mayor Frierson that there are possibly three deteriorating mobile homes that need removal, two of which are in probate. One is being used for storage. Mrs. Jankosky responded to Councilman Fink that there will be an update in the packet on the Highway 17 improvements for the July 3, 2012 Council Meeting.

#### e. Way Multipurpose Center

Mrs. Jankosky updated Council that when the air conditioning units were replaced five ton units instead of the required 7.5 ton units were installed. This places a huge burden

on the units therefore she asked for an additional \$2,000 - \$3,000 in the repair equipment line item. Mr. Santana responded to Councilman Fink that depreciations schedules are only completed for the enterprise funds. Councilman Fink replied that typically money is set aside for those type major purchases. Councilman Fink asked if the utility service is a single meter. He requested a copy of the Senior Friendship Center agreement.

Mrs. Jankosky reported on another note there are leaking roofs in the City Administrator's Office and in the corner of the Senior Friendship Center. She referred to one quote for repairing the City Administrator's Office between \$8,000 and \$10,000. Councilman Heine suggested a metal roof although it may cost more than shingles. Mrs. Jankosky noted that with the special parapet angle walls it may be prudent to bring in a structural engineer to assess what can be done to correct the problems. Councilman Fink requested an RFP for the Way Building on the next Council agenda.

Deputy Mayor Frierson stated she believes that this is the first Council that has really analyzed the budget. Mrs. Jankosky stated that also the Smith-Brown Gym needs attention and we may have to assess the historical value of the building and decide whether it can be repaired. Councilman Fink suggested putting together a list of all the deteriorating buildings and possibly applying for a small municipal bond. He noted that the second floor of City Hall needs attention as well because of the storage of historical records. Mr. Cordes responded that recommendations for the Smith-Brown Gym included: new roof, new ceiling, new electrical, new windows, security fencing among other safety requirements. Councilman Fink asked if Lester Hornbake, DeSoto County Building Department, could attend the next meeting to discuss the recent building inspections. Mrs. Jankosky replied that she was given a checklist of needs for the building.

- f. Golf Pro Shop – Addressed under Golf Course as these two departments were combined.

Mr. Santana asked if the Council would like to review the detailed financial analysis that he provided. He responded to Deputy Mayor Frierson that the projected deficit including the requests from the workshop today totals \$782,000. Mr. Santana stated he has already calculated the general liability at \$202,000. He continued that property insurance may increase however some assets may be removed resulting in some savings. Mrs. Jankosky added that we will be getting quotes for health insurance which may show some savings and staff is also reviewing property schedules and equipment. Councilman Allen requested recommendations from staff. Councilman Fink requested RFP's for roof replacements to the Way Building and Smith-Brown Gym. He stated unless we look at past agreements the City may go bankrupt. He requested immediate suspension of contract payments and proceed to re-negotiations with the County. Mrs. Jankosky reported that the County is considering increasing the MSBUs and the next meeting with the County would be towards the middle of July.

Councilman Fink stated if we were to eliminate the Police Department, and he is not suggesting that, Sheriff Will Wise's Department would have to provide equal services to all residents. Mr. Gary Frierson replied that you are forgetting about the level of service

which if taken over by the Sheriff may not be acceptable. He added you may get the same protection but only after the County residents are served. Councilman Fink responded to Deputy Mayor Frierson that we are paying for a service twice which is double taxation.

Dr. Lorenzo Dixon stated that assumptions are dangerous and the residents would still have the level and quality of service. We should request a study from the Sheriff himself. This needs to be a business not a personal decision. He stated there was an event at the park and it was the County Officers that reported to the scene. This past Sunday for Father's Day the Sheriff was there to clear out and shut down the park. He is convinced as a business man that if the business is not making money then you need to liquidate. He added that Mr. Newt Keen suggested selling or leasing the golf course. Whether you want to or not you will need to take into consideration making cuts similar to Cape Coral. Deputy Mayor Frierson agreed and stated that she adamantly objected to the \$56,000 bonuses last budget. Mr. Cordes stated that there is a person who has worked over 10 years and is only making \$9 an hour.

Mr. Santana stated the revenues are \$5,537,474 for the current year budget. Through May we have earned \$3,806,123 and calculated through September we will be short \$300,000. When you receive the audit the MSBU will no longer be included in the General Fund. The MSBU will be in fund 108 and will never touch the General Fund. He reviewed page two under contractual services (30340) which was originally budgeted at \$860,327, but since there is no \$220,000 of MSBUs we are only going to spend \$606,000. We will no longer record the MSBU revenues or expenses. In the 2012/2013 budget we are estimating \$554,000 in expenditures which is a decrease of \$250,000. In review of the expenditures he continued that the City will spend \$5,600,000 making the deficit \$400,000 at end of year plus the \$526,000 transferred from other funds we will deplete \$1 million of the reserves. This resulted in a negative because the auditor placed the \$450,000 settlement in this year's budget. If expenditures are not reduced the \$3 million in reserves will be exhausted within a year and a half to two years. It is desperately necessary to cut expenditures beginning October 1, 2012. Councilman Fink stated that if we cut the legs out from under the County on the Fire Services agreement they may have to raise the taxes on every resident in the County which will be their fiscal problem not the city. Mr. Santana explained that the County has no interest in the City and should the City liquidate, the County increases their revenues \$11 million annually. The City expenditures of \$10.5 million annually would not be incurred by the County as they already have everything in place. Councilman Fink added that all City property would also revert to the county. Mr. Santana continued that the County would then be in the Utility business with an additional 3,000 customers.

Dr. Dixon stated when the previous Council thought to consolidate Fire Services the reason was because of cost. He felt the Fire Services Merger was a very bad decision because Fire and EMS save lives. He stated the merger doesn't appear to be a big savings but a bad deal that was not thought out too well. He continued that Mr. Santana has made you aware that you will deplete the reserves if some things are not changed. He suggested a residency study of fire protection. He stated, in his opinion, the residents are still receiving a good level of service from County Fire Services. He

also suggested a discussion to see what the Sheriff could provide in service consolidation which could leave the City debt free. He stated that you can discuss if there would be a savings and the Sheriff could give you numbers to off set his cost and the potential level of service would be same as in the Fire Services consolidation. He continued that other Cities find it humorous that we have an elected Marshal however if you educate the people you will see a difference. Captain Anderson responded that he has been a Police Officer for 23 years and believes that he has saved quite a few lives.

**PUBLIC COMMENTS** – Addressed above

**COUNCIL MEMBER COMMENTS**

**ADJOURN**

Having no further business, the workshop was adjourned at 6:55 PM.

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

By:

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Keith Keene, Mayor

ATTEST:

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Virginia S. Haas, CMC  
City Recorder

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

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

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

Councilman Allen gave the invocation followed by the Pledge of Allegiance and roll call.

**Arcadia City Council**

Mayor Keith Keene  
Councilman Robert Heine  
Councilman Robert R. Allen

Deputy Mayor Alice Frierson  
Councilman Joseph E. Fink

**Arcadia City Staff**

Interim Administrator Judi Jankosky  
Captain Matt Anderson  
City Attorney Thomas J. Wohl  
Steve Underwood, WWTP  
Fred Lewis, Systems

City Recorder Virginia S. Haas  
Finance Director Jorge Santana  
Jerry Cordes, Public Works  
Carrie Taylor, Golf Course

**PRESENTATION**

Employee of the Month of June 2012 – Jeanie “Helen” Raines

Mayor Keene presented the employee of the month plaque for June to Mrs. “Jeanie” Helen Raines.

**CONSENT AGENDA**

1. Minutes of June 12, 2012 Budget Workshop Meeting
2. Minutes of June 19, 2012 Regular Meeting
3. Check warrants from 06/19/12, 06/22/12, 06/26/12, 06/27/12 and 06/28/12

**A motion was made by Councilman Fink and seconded by Councilman Allen to approve consent agenda items number 1 and 3 as presented. The motion carried 5-0.**

Councilman Fink requested two changes to the June 19, 2012 minutes and the City Attorney explained requested changes to the item regarding the fire services contract.

**A motion was made by Councilman Fink and seconded by Deputy Mayor Frierson to approve consent agenda item number 2 with the requested amendments. The motion carried 5-0.**

#### **DISCUSSION ITEMS**

##### **4. Grant Opportunity for McSwain Park (Interim Administrator)**

Mrs. Jankosky reported that she provided a copy of the draft grant agreement which Ms. Penny Kurtz worked diligently on for the improvements to McSwain Park. The City would oversee the \$500,000 grant from Mosaic for the park improvements, if acceptable to the Council. Ms. Heather Nedley, Mosaic, reported that the grant opportunity became available in May and it is a corporate grant which she collaborated with Ms. Kurtz and Mrs. Jankosky in support of the redevelopment of McSwain Park. She stated it was her understanding the park would be redeveloped in phases and this grant could possibly help complete almost three phases of the project. Mayor Keene thanked Mrs. Nedley and applauded the collaborative effort and also mentioned Hands of Angels, Terry West, Chamber of Commerce and DeSoto County. He was pleased with the effort in making McSwain Park a destination within the City of Arcadia.

Mrs. Jankosky stated that Attorney Wohl reviewed the grant agreement and there were some minor date changes. She also explained that the agreement does give Mosaic the naming rights to the water section of the park.

**A motion was made by Councilman Fink and seconded by Councilman Heine to approve the grant agreement with Mosaic in the amount of \$500,000. The motion carried 5-0.**

Mrs. Jankosky announced that the groundbreaking ceremony for McSwain Park is scheduled for July 12, 2012 at 5:15 p.m.

##### **5. Quarterly Report from AAAC (Interim Administrator)**

Mrs. Jankosky reported that the Airport Committee is working on the logo and signage which once finalized would be brought before the Council for review. She explained that Mr. George Chase drafted an Airport Marketing Plan which was included in the Council's packets. She stated that the Committee is also addressing mowing standards and minimum standards. Mayor Keene responded that he is excited about the Airport progress and thanked Mr. Chase and the Committee for their efforts.

##### **6. Wingman Aviation Contract (Interim Administrator)**

Mrs. Jankosky reported that she is working with both Fire Inspectors to address the type of mechanic work that will be performed in the hangar. She stated that a list of activities is being recorded and they are reviewing the potential of water supply at the airport. Mrs. Jankosky asked that any questions be directed to her office as to avoid any miscommunication during the process. Mrs. Jankosky responded to Councilman Fink that there was a complaint filed with the FAA to which the City responded however there was no suit filed.

Mr. Ricky Hilton, Wingman Aviation, stated that he has attempted to open his business since December 20, 2011 and still no agreement has been reached. He noted if the delay centers on

the sprinkler system that could not be accomplished because of lack of water at the airport. He stated if the delay concerns the type of maintenance occurring in the hangar he asked that those type activities such as painting and welding be added to the agreement as not allowed. He continued that the process should not take eight months and asked to sit down with staff to arrive at a mutual agreement. Councilman Fink asked what will it take to allow Mr. Hilton to operate his business. Mrs. Jankosky responded that at this point in time we do not know exactly what type of activities he can and cannot perform. Mr. Hilton replied to Mayor Keene that he would not conduct any type activities that would change the group classification which requires fire suppression. Deputy Mayor Frierson stated that the City has a contract with Air-Cadia and asked if allowing the business would open the City up to any legal issues. Attorney Wohl replied that we need to determine first what the Fire Inspectors will allow the business to perform and draft a list of items that can and can't be performed in the hangar. Then we can begin negotiating a contract with Mr. Hilton and also verify if it violates any pre-existing obligations with Air-Cadia.

Councilman Fink stated that eight months is a long time for processing and we should tell Mr. Hilton yes or no and at least provide an answer within the next two weeks. Mr. Hilton suggested referencing the Fire Codes within the agreement. Deputy Mayor Frierson asked if we would be allowing business in all hangers and regulating each one. Mr. Hilton responded that only Group F hangars allow for maintenance businesses and he has all of the South side to himself not interfering with anyone. Mayor Keene voiced that he would like to see Mr. Hilton's business move forward and he believes that all involved could sit down and work out the issues. Mr. Hilton emphasized that he believes it's the activities that he cannot perform that should be in the contract rather than listing all the work he would be performing. Mr. Hilton responded to Deputy Mayor Frierson and Councilman Heine that he is not performing work inside the hangar however he is working outside the hangar.

Councilman Fink asked if County staff, City staff and the City Attorney could return with definitive answers at the next meeting. Attorney Wohl responded that he could review the contract for any issues. Mrs. Jankosky and Mr. Maxcy confirmed they could possibly get information to see if Mr. Hilton's business falls within the parameters allowed. Mrs. Jankosky explained the issues are difficult because the group II definition is any hangar where there are hazardous operations. She asked Mr. Hilton if he would be breaking down engines, conducting any fuel transfers, welding, torch soldering or spray painting to which Mr. Hilton replied no. Mrs. Jankosky explained that a list is not provided but you are asked what you intend to do and they verify whether it can be done. Councilman Fink replied should not the fire inspectors have a list of prohibited activities as that list would include Florida Statutes and Federal Fire Codes. Councilman Fink asked for a consensus to empower staff to acquire definitive answers to all questions posed. Council agreed to two weeks to gather definitive answers. Attorney Wohl asked Mr. Hilton if he could provide staff a list of his services as a starting point. Mr. Hilton replied that he already submitted a services list in terms of aviation language. He continued that according to fire codes, activities in the hangers don't matter if it is commercial or private or where it's located and he has to comply with no more than anyone else. Mr. Hilton replied to Attorney Wohl that he would not incorporate at this time.

#### 7. Firefighter Health Insurance Benefit Update (Interim Administrator)

Mrs. Jankosky reported that the minutes reflected that Mr. Ricky Wood did receive a pro-rated share of 94%. She stated that according to the table Mr. Karl Lewis would be eligible for 67.5%

of his total health insurance premium paid by the City. Mayor Keene pointed out the provided table which clearly indicates the time served with the City and corresponding pro-rated share that the City would provide. She said she had a similar request from Mr. Harvey Sweeting.

**A motion was made by Councilman Fink and seconded by Councilman Allen to amend the current health insurance eligibility policy to include the presented table of percentages. The motion carried 5-0.**

**A motion was made by Councilman Heine and seconded by Councilman Fink to approve the pro-rated share of 67.5% health care eligibility for Mr. Karl Lewis. The motion carried 5-0.**

#### 8. Sale of Surplus Scrap Metal Procedure (Interim Administrator)

Mrs. Jankosky reported that the current sale of surplus material requires any sale over \$100 to be bid out and explained that it is difficult to ascertain whether the material is under or over \$100. She requested if Attorney Wohl could amend the policy to allow Department heads the ability to sell the surplus scrap metal and materials not including vehicles.

**A motion was made by Councilman Heine and seconded by Councilman Fink to allow the sale of surplus scrap metal by the Department Heads excepting vehicles.**

Attorney Wohl clarified the sale of scrap metal policy was created to avoid stockpiling, liability and the cost for advertising the bids. Mr. Jerry Cordes, Public Works, stated that it was his understanding through Dr. Miller that a Department Head could sell any surplus materials for scrap except for vehicles. Mr. Jorge Santana, Finance Director, clarified that Mr. Cordes' Department picks up scrap materials like old refrigerators, dryers, televisions, etc. on a daily basis and those items should not be stockpiled however City owned property is treated differently determined upon its value. Attorney Wohl replied to Councilman Fink that he could draft a proposed amendment to the policy which addresses the difference between the surplus scrap metals and city owned property and vehicles. The motion and second were withdrawn at this time.

#### 9. Mobile Home Park and Highway 17 Widening (Interim Administrator)

Mrs. Jankosky reported that she met with the Department of Transportation (DOT) and they have requested additional right of way in exchange for a noise barrier wall. The wall will cost approximately \$400,000. She responded to Mayor Keene that there are possibly two mobile homes that are encroaching two to three feet and there are available spots for them to be moved if necessary. Mrs. Jankosky replied to Deputy Mayor Frierson that it will be a 16 foot block wall. She reported that DOT conducted surveys with the tenants and the appraisal has not been completed but is expected in August or September. She asked for more information from DOT in order to convey all pertinent information to the City Council.

#### 10. Insurance (Interim Administrator)

Mrs. Jankosky relayed that she received packets of information from Albritton Insurance and Public Risk Insurance Agency and asked if the council would like to see presentations from each company regarding their services. Mayor Keene agreed. Councilman Fink stated that

DeSoto Insurance should be present also. Mrs. Jankosky reported the presentations would be more about the services rather than quotes and each presentation could be 20 minutes in length. Council agreed to hold a workshop on Thursday, July 19, 2012 at 5:30 p.m. Council can submit five questions by July 16, 2012 for each agency to address at the workshop. Mayor Keene asked that all information is shared regarding our current insurance, policy, premium amounts and any presentation information.

Mr. Lew Ambler, DeSoto Insurance, explained that he is working with staff on the equipment schedules and making progress toward what the City actually owns which may save the City some money. He stated that the safety issues are being addressed and he has been very pleased with the attitude from Administration toward insurance and safety needs of the City. He stated he is available if Council would like to address the insurance needs when the new interactive water park is added to McSwain Park. Mrs. Nedley clarified that it will be an interactive water fountain. Mayor Keene stated that the City will need to know what type fountain is installed so any regulations can be addressed. Mr. Ambler replied that the insurance will be a nominal amount.

### **ORDINANCES**

**11. ORDINANCE NO. 975: FIRST READING OF AN ORDINANCE DELETING SECTION 70-6 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

Ordinance No. 975 was read by title. A motion was made by Councilman Heine and seconded by Councilman Fink to approve Ordinance No. 975 at first reading as presented. The motion carried 5-0.

**12. ORDINANCE NO. 976: FIRST READING OF AN ORDINANCE AMENDING SECTION 60-3 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO PERMIT CITIZENS OF DESOTO COUNTY TO SERVE ON THE HISTORIC PRESERVATION COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (City Attorney)**

Ordinance No. 976 was read by title. A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to approve Ordinance No. 976 at first reading as presented. The motion carried 5-0.

### **COMMENTS FROM DEPARTMENTS**

13. City Marshal – June report included in packet
14. Attorney
  - a. Special Event Permit Application

Attorney Wohl reported this was a proposed application for special events for Council's review. Attorney Wohl responded to Councilman Heine that this permit was more geared toward events held on City property, utilizing City services, closing of streets and those events of a more reoccurring nature. Mayor Keene asked if the Department of Health and Department of Business and Professional Regulation are recognized in the application to address state regulations. Attorney Wohl responded that language addressing mobile food vendors could be added and page two of the application does require food/beverage vendors to notify the County Fire Department. Mrs. Jankosky stated that any place serving food must be inspected and a mobile vending business is required to obtain a business license.

**A motion was made by Councilman Heine and seconded by Councilman Fink to approve the special event permit application as presented. The motion carried 5-0.**

Attorney Wohl reported an update on the Department of Corrections (DOC) contract for the prison workers. He stated that initially he had some concerns because the contract did not contain set standard for man-hours. He contacted DOC and was told that the contract would need to be revised by Tallahassee however he was told that the Warden takes these contracts very seriously and if there was an issue it would be addressed. He reported that the contract is \$58,000 per year for an eight person squad and if the crew does not perform or there is lack of an Officer the contract can be pro-rated. Mr. Cordes confirmed typically the inmates are working as scheduled. Council agreed that the contract could be executed as presented.

15. Interim Administrator

a. FLC Delinquent Business Tax Program Refund

Mrs. Jankosky reported a check received in the amount of \$825.00 from the FLC for payment of delinquent business taxes for insurance companies. The telecommunications audit is ongoing.

b. Future budget amendment for Paving/Sidewalk

Mrs. Jankosky reported that future budget amendments for paving and sidewalk repairs should be taken from capital improvements and Mr. Santana requests a consensus to move those funds from the repair and replacement to capital improvements when the budget amendment is prepared.

**A motion was made by Councilman Heine and seconded by Councilman Fink to approve moving funds from repair and replacement to the capital improvement line item when the budget amendment is prepared. The motion carried 5-0.**

Mr. Charles Conklin stated that Baldwin Road remains in need of repair and asked if the city would like to pay for all the damaged vehicles due to the poor road conditions. Mr. Cordes responded that he believes that particular road has water lines in need of replacement. Councilman Fink asked the City Attorney if a citizen makes a complaint on a public nuisance that causes damage to their property and the City takes no action when the second complaint is filed the city is then held liable. Attorney Wohl responded that he would review the statutes and

report back. Mrs. Jankosky stated that City code calls for when a road is paved or repaved that residents are responsible for one third of the cost of the portion abutting their property.

c. Emergency Preparedness

Mrs. Jankosky reported that she recently met with Department Heads in planning preparations for any events that may occur this year. She also reported she would be attending a meeting with the County concerning debris contractors on July 10, 2012.

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

Mrs. Adrienne Daley stated for months she has heard from very reliable citizens that it appears the City's budget is in a mess. She was told at one point the City had reserves then the paper reports the City faces bankruptcy. She asked if this was something that was just found out and why did we not know this. Mayor Keene responded that the Council always knew the City was in need of saving and not borrowing from reserves and he found the headline in the paper startling as well. Deputy Mayor Frierson reported that the council was told several months ago that the City had \$450,000 in surplus and now we are near depleting the reserves. Mrs. Daley continued that the public has the right to know when the city is on shaky ground and she thought all was well.

Mr. Santana explained that over the last ten years the City has been hemorrhaging money and should the general fund be depleted the City can no longer function. He stated each year \$500,000-\$750,000 is used to balance the general fund depleting the reserves. This year the surplus of \$526,000 was used because a settlement was paid out in the amount of \$450,000 rather than being paid in the previous year. He continued that in the summer months more is spent than is generated in revenues such as the Golf Course, Mobile Home Park, etc. which places the City in the negative approximately \$400,000 at the end of the year. Should the situation progress the City will be in dire straits. Mr. Santana reiterated that he provided the financial information required and what he stated is truly accurate; the City needs to cut expenses or increase revenues; these are the only two options for the City to be viable.

Mrs. Janie Watson stated that for months the public was told that city finances were fine and the public should not worry. The public felt this budget does not compute and the figures don't come out right. She stated that she remembers the Council being told don't worry we can take money out of another fund because we have extra then all of sudden the City is going bankrupt. She requested that the public be given better information, the truth and not covered up.

Mr. Santana responded to Mayor Keene that the \$450,000 was originally going to come from last year's budget now per the City Auditor it is being taken out this year's budget. Mr. Santana responded to Deputy Mayor Frierson that in the minutes he stated a surplus at that time however whatever occurs in the following six months determines the resulting budget. At the close of the year we expect to spend to zero then you add to that another \$450,000 and you are in the hole. Mr. Santana responded to Deputy Mayor Frierson that at that point in time the city showed a surplus however he did not say it would continue through the year as the budget is something we estimate.

Mayor Keene thanked the public for attending and reminded that Council has been meeting every other Tuesday night to work on the budget which this Council deserves credit. Mr. Santana stated that every month he provided the financial statements and in those documents you can see every month how the surplus is diminishing.

Councilman Fink stated it was his recollection at the last meeting that the re-evaluation of the property levels of the city went down and that is what caused the new problem. Mr. Santana responded that was part of it but even before the devaluation the City was in the hole. He continued that part of the issue is that everyone is looking at a specific month. The first few months are good and there is some surplus but as you go through the summer months the surplus is used and then he must estimate the remaining months. He stated that he does not see the expenditures of the departments, he only processes them when they come in. Mr. Santana responded to Deputy Mayor Frierson that the budget is created because it is required by statute. Deputy Mayor Frierson responded is not the budget there to tell the department what is allowed to be spent in that year. Mr. Santana replied the question is whether the budget is followed or not.

Mr. Bob Miller, 7895 N.E. Cubitas, apologized for assuming he was allowed to put signs on City property and his signs were impounded at the Police Department. He stated that it would have been nice to have received a phone call prior to them being removed by City employees.

Mr. Miller explained the fundraising project for the High School football team and the golf tournament held at The Bluffs. He stated that the primary purpose of the tournament is to raise money and the place was predetermined. \$8,410 was raised and he thanked everyone for their support. He got involved in mid-stream with 104 players. When he asked the attendees if they would like to play at the Arcadia Golf Course about 50 percent said they would not play. He talked about possibly hosting a tournament at the Arcadia Golf Course and he would help organize and participate.

Mr. Miller spoke about the newspaper article stating that the golf course lost \$88,000 however he felt this was not accurate because at this time the golf course appears to be \$50,000 ahead in revenues. Mayor Keene reminded we are not done with year yet. Mr. Miller encouraged Council to be careful what is said if you don't know where you stand.

Councilman Fink responded that Mr. Miller's statement was directed at him and he believes last week when we met he asked specifically from the documents given to Council that we were \$78,000 in the red. Ms. Jankosky replied the numbers were for next year and that was the budgeted amount to be adopted. Councilman Fink replied to Mr. Miller that a candidate for County Commissioner might be careful what he impugned on the integrity of others. Mr. Miller responded that in reading the paper he didn't take that number as budgeted, he took it as \$88,000 lost and if he was incorrect he apologized. Councilman Fink replied that Council had a budget meeting last Tuesday and those were the projected figures for the next year showing a loss of \$78,000 for something that is not a public service but a money making organization. Mr. Miller responded that if Councilman Fink was misquoted or he misunderstood, he was again sorry. Councilman Fink replied that Mr. Miller did misunderstand.

**MAYOR AND COUNCIL MATTERS**

Mayor Keene reported that next Tuesday, July 10, 2012 the Council will meet to discuss the Marshal's budget again as it may be the only place for cuts to occur. Councilman Fink stated that there is a possibility that in September of next year we will be laying off 90 people so we really need to look at all options by losing only 26 employees rather than 90 employees eventually down the line. Mr. Santana stated that even if the Fire Services Contract is negated we will only save for an extra year or two unless we do something drastic like outsourcing the Police Department. Councilman Fink stated that the Police Department is the only place to cut and unless we look at these options we will be the last Council to review the City budget. He stated again that we will either save 90 minus 26 or save none at the end of the year in his opinion. He asked that all issues be addressed at the next meeting.

Mayor Keene reported that he and staff would meet with the County in regards to the fire contract in the next week or so. He asked Mrs. Jankosky to contact the County to set a date and time.

**ADJOURN**

There being no further business the meeting adjourned at 7:50 p.m.

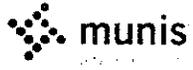
**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

By:

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

ATTEST:

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



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

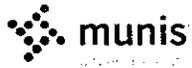
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WARRANT: 20120612 07/03/2012

DUE DATE: 07/03/2012

| VOUCHER       | VENDOR | VENDOR NAME                 | INVOICE | PO  | TYPE | DUE DATE   | AMOUNT   | COMMENT                |
|---------------|--------|-----------------------------|---------|-----|------|------------|----------|------------------------|
| 87842         | 2612   | HANSON PROFESSIONAL SERVICE | 1034918 | 100 | INV  | 06/26/2012 | 1,807.70 | PROJ. 11A0032 - FENCIN |
| 87843         | 1535   | NAPA AUTO PARTS             | 189260  | 100 | INV  | 06/26/2012 | 49.99    | HYD FL 5G              |
| 87905         | 10030  | W & S ENTERPRISE ACCOUNT    | 74181   | 100 | INV  | 06/26/2012 | 37.80    | ACCT NO. 4230114700    |
| WARRANT TOTAL |        |                             |         |     |      |            | 1,895.49 |                        |

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



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

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WARRANT: 20120701 07/03/2012

DUE DATE: 07/03/2012

| VOUCHER       | VENDOR | VENDOR NAME                 | INVOICE              | PO  | TYPE | DUE DATE   | AMOUNT    | COMMENT                |
|---------------|--------|-----------------------------|----------------------|-----|------|------------|-----------|------------------------|
| 87928         | 2554   | ADT SECURITY SYSTEMS INC    | 73310304             | 100 | INV  | 07/02/2012 | 29.15     | CUST NO. 01300 1313146 |
| 87929         | 2102   | BLUE CROSS BLUESHIELD OF FL | 21764671             | 100 | INV  | 07/02/2012 | 40.00     | H41887225: CLIFFORD LO |
| 87930         | 2102   | BLUE CROSS BLUESHIELD OF FL | 21765415             | 100 | INV  | 07/02/2012 | 40.00     | H44805259: BARBARA NIC |
| 87931         | 2102   | BLUE CROSS BLUESHIELD OF FL | 21768128             | 100 | INV  | 07/02/2012 | 40.00     | H53962976: MARGARET WA |
| 87932         | 2102   | BLUE CROSS BLUESHIELD OF FL | 21768356             | 100 | INV  | 07/02/2012 | 40.00     | H52918390: DOYLE EDWAR |
| 87933         | 2455   | CENTURYLINK                 | JUL '12_320148360    | 100 | INV  | 07/02/2012 | .23       | ACCT NO. 320148360     |
| 87934         | 2041   | DEPARTMENT OF CORRECTIONS   | WS61002-04           | 100 | INV  | 07/02/2012 | 14,501.00 | WORK SQUAD 4TH QUARTER |
| 87937         | 176    | PREFERRED GOVERNMENT INSURA | COM#34846-10-07/2012 | 100 | INV  | 07/02/2012 | 8,475.11  | ACCT ID WC FL1 0142001 |
| 87938         | 909155 | ROOSEVELT JOHNSON           | JULY 2012            | 100 | INV  | 07/02/2012 | 250.00    | JULY 2012 RETIREMENT   |
| 87939         | 1629   | EUGENE HICKSON              | JULY 2012            | 100 | INV  | 07/02/2012 | 150.00    | JULY 2012 RETIREMENT   |
| 87940         | 10025  | CID UNIT OF                 | JULY 2012            | 100 | INV  | 07/02/2012 | 600.00    | JULY 2012 BUDGETED ALL |
| 87941         | 286    | CITY OF ARCADIA             | JULY 2012            | 100 | INV  | 07/02/2012 | 200.00    | JULY 2012 BUDGETED ALL |
| 87957         | 2141   | DISH NETWORK                | JULY 2012            | 100 | INV  | 07/02/2012 | 72.00     | ACCT NO. 8255 7070 805 |
| 87968         | 2455   | CENTURYLINK                 | JUL '12_312243494    | 100 | INV  | 07/02/2012 | 260.00    | ACCT NO. 312243494     |
| 87969         | 2455   | CENTURYLINK                 | JUL '12_312284684    | 100 | INV  | 07/02/2012 | 260.00    | ACCT NO. 312284684     |
| 87970         | 2455   | CENTURYLINK                 | JUL '12_312119325    | 100 | INV  | 07/02/2012 | 275.92    | ACCT NO. 312119325     |
| 87971         | 2455   | CENTURYLINK                 | JUL '12_312327915    | 100 | INV  | 07/02/2012 | 85.90     | ACCT NO. 312327915     |
| 87972         | 2257   | PEACE RIVER DISTRIBUTING CO | 00050164             | 100 | INV  | 07/02/2012 | 48.25     | BEVERAGES FOR PRO SHOP |
| WARRANT TOTAL |        |                             |                      |     |      |            | 25,367.56 |                        |

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



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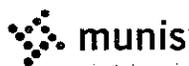
City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

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WARRANT: 20120614 07/03/2012

DUE DATE: 07/03/2012

| VOUCHER | VENDOR | VENDOR NAME                 | INVOICE              | PO  | TYPE | DUE DATE   | AMOUNT   | COMMENT                |
|---------|--------|-----------------------------|----------------------|-----|------|------------|----------|------------------------|
| 87844   | 1893   | ARCADIA DO-IT-BEST HARDWARE | A307936              | 100 | INV  | 07/02/2012 | 11.12    | NOZZLE/COUPLING        |
| 87845   | 106    | BOWLING GREEN SMALL ENGINE  | 18265                | 100 | INV  | 07/02/2012 | 23.44    | NUT/TRUST WASHER SPLIN |
| 87846   | 106    | BOWLING GREEN SMALL ENGINE  | 17630                | 100 | INV  | 07/02/2012 | 288.39   | WHEEL BOLT/FORK/PEDAL  |
| 87847   | 1963   | BV OIL COMPANY, INC         | 03-533260            | 100 | INV  | 07/02/2012 | 621.32   | ULTRA LS DIESEL/DYED U |
| 87848   | 60015  | FEDERAL EXPRESS CORP        | 7-924-70714          | 100 | INV  | 07/02/2012 | 17.00    | ACCT NO. 1175-2414-0   |
| 87849   | 272    | FLEETPRIDE                  | 48284215             | 100 | INV  | 07/02/2012 | 149.95   | 6V ALKALINE INSP CAMER |
| 87850   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 TRF LGTS | 100 | INV  | 07/02/2012 | 166.43   | 75897-38967: TRF LGTS  |
| 87851   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 GARAGE   | 100 | INV  | 07/02/2012 | 439.44   | 24443-30944: 200 S PAR |
| 87852   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 LK CATH  | 100 | INV  | 07/02/2012 | 7.42     | 25213-93492: 1 W OAK S |
| 87853   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 LAKE LGT | 100 | INV  | 07/02/2012 | 115.73   | 82700-62345: 1051 W MA |
| 87854   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 TREE OF  | 100 | INV  | 07/02/2012 | 82.06    | 37213-04404: 1 N DESOT |
| 87855   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 ORANGE   | 100 | INV  | 07/02/2012 | 235.27   | 38815-93564: 1 ORANGE  |
| 87856   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 HICK OL  | 100 | INV  | 07/02/2012 | 22.68    | 11635-82172: 34 W HICK |
| 87857   | 1700   | FLORIDA POWER & LIGHT COMPA | MAY/JUN '12_MHP SUMM | 100 | INV  | 07/02/2012 | 112.32   | 28466-69550: MHP SUMMA |
| 87858   | 226    | GUARDIAN EQUIPMENT, INC.    | 12796                | 100 | INV  | 07/02/2012 | 1,560.00 | FLOW CELL ASSEMBLY     |
| 87859   | 2052   | HD SUPPLY WATERWORKS, LTD   | 4941463              | 100 | INV  | 07/02/2012 | 1,140.00 | 4" A2600-6-02 FLG      |
| 87860   | 1515   | HELENA CHEMICAL CO.         | 99312100             | 100 | INV  | 07/02/2012 | 1,501.85 | FERTILIZER             |
| 87861   | 80075  | HOME OWNERS SUPPLY          | 223529               | 100 | INV  | 07/02/2012 | 6.49     | CLEANER DRAIN 64 OZ AC |
| 87862   | 80075  | HOME OWNERS SUPPLY          | 223053               | 100 | INV  | 07/02/2012 | 15.99    | PADLOCK                |
| 87863   | 2624   | INTERSTATE BATTERIES OF FOR | 30095311             | 100 | INV  | 07/02/2012 | 71.36    | MT-78                  |
| 87864   | 120120 | LOU'S PAINT SPOT            | 137893               | 100 | INV  | 07/02/2012 | 95.34    | GRAY SPEEDECK/HOSE FIT |
| 87865   | 1535   | NAPA AUTO PARTS             | 189253               | 100 | INV  | 07/02/2012 | 14.97    | BEARING CONE/OIL SEAL  |
| 87866   | 1535   | NAPA AUTO PARTS             | 189051               | 100 | INV  | 07/02/2012 | 172.00   | HOSE REEL              |
| 87867   | 1535   | NAPA AUTO PARTS             | 189468               | 100 | INV  | 07/02/2012 | 12.68    | PWR STEERING FL/BRAKE  |
| 87868   | 2523   | PNC EQUIPMENT FINANCE, LLC  | 4058508              | 100 | INV  | 07/02/2012 | 123.74   | LEASE NO. 139552000    |



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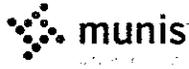
City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 16  
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WARRANT: 20120614 07/03/2012

DUE DATE: 07/03/2012

| VOUCHER | VENDOR | VENDOR NAME                 | INVOICE             | PO  | TYPE | DUE DATE   | AMOUNT   | COMMENT                |
|---------|--------|-----------------------------|---------------------|-----|------|------------|----------|------------------------|
| 87901   | 10030  | W & S ENTERPRISE ACCOUNT    | 73619               | 100 | INV  | 07/02/2012 | 66.70    | ACCT NO. 4210722100    |
| 87902   | 2596   | MAULDIN & JENKINS           | 528870              | 100 | INV  | 07/02/2012 | 8,500.00 | INTERIM BILLING RELATE |
| 87903   | 230045 | WESTERN AUTO ASSOC STORE    | 10063502            | 100 | INV  | 07/02/2012 | 236.97   | OUTLET/RADIO           |
| 87908   | 1535   | NAPA AUTO PARTS             | 189402              | 100 | INV  | 07/02/2012 | 21.38    | WIPER BLADE            |
| 87913   | 1893   | ARCADIA DO-IT-BEST HARDWARE | A308318             | 100 | INV  | 07/02/2012 | 65.66    | LANTERN BATTERY        |
| 87914   | 10030  | W & S ENTERPRISE ACCOUNT    | 73287               | 100 | INV  | 07/02/2012 | 25.20    | ACCT NO. 3190623500    |
| 87915   | 10030  | W & S ENTERPRISE ACCOUNT    | 73286               | 100 | INV  | 07/02/2012 | 88.87    | ACCT NO. 3190623300    |
| 87916   | 1743   | ENVIRONMENTAL PRODUCTS OF F | V027968             | 100 | INV  | 07/02/2012 | 6,682.10 | REPAIR                 |
| 87917   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 MILLS   | 100 | INV  | 07/02/2012 | 61.37    | 24705-32926: 819 N MIL |
| 87918   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 LINCOLN | 100 | INV  | 07/02/2012 | 42.98    | 33450-32977: 120 LINCO |
| 87919   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 HODGES  | 100 | INV  | 07/02/2012 | 49.11    | 84094-35982: 775 HODGE |
| 87920   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 BRIDLE  | 100 | INV  | 07/02/2012 | 49.92    | 14005-32931: 208 BRIDL |
| 87921   | 2454   | DR. LAWRENCE A. MILLER      | 06292012            | 100 | INV  | 07/02/2012 | 189.00   | TRAVEL EXPENSE 05/28-0 |
| 87922   | 1211   | MAX'S WINDOW CLEANING       | 346945              | 100 | INV  | 07/02/2012 | 58.82    | WINDOW CLEANING        |
| 87923   | 2128   | ODYSSEY MANUFACTURING CO.   | 166108              | 100 | INV  | 07/02/2012 | 821.25   | HYPOCHLORITE SOLUTIONS |
| 87924   | 170025 | QUILL CORPORATION           | 3722170             | 100 | INV  | 07/02/2012 | 5.88     | OFFICE SUPPLIES        |
| 87925   | 2477   | STATE OF FLORIDA            | 22-2734             | 100 | INV  | 07/02/2012 | 10.61    | SUNCOM NETWORK MAY 201 |
| 87926   | 105    | SPRINT                      | 06162012            | 100 | INV  | 07/02/2012 | 7.03     | CUSTOMER NO. 440301620 |
| 87927   | 230045 | WESTERN AUTO ASSOC STORE    | 10063466            | 100 | INV  | 07/02/2012 | 21.85    | UPS                    |
| 87942   | 1893   | ARCADIA DO-IT-BEST HARDWARE | A308551             | 100 | INV  | 07/02/2012 | 42.06    | BRUSH/FILTER CARTRIDGE |
| 87943   | 10030  | W & S ENTERPRISE ACCOUNT    | 74283               | 100 | INV  | 07/02/2012 | 4,358.10 | ACCT NO. 4250123800    |
| 87944   | 40050  | DESOTO AUTOMOTIVE INC       | 323792B             | 100 | INV  | 07/02/2012 | 8.02     | ADAPTER                |
| 87945   | 40050  | DESOTO AUTOMOTIVE INC       | 323778B             | 100 | INV  | 07/02/2012 | 71.36    | HYDR FITTING/HOSE      |
| 87946   | 291    | ENVIRO-TECH                 | 125108              | 100 | INV  | 07/02/2012 | 199.80   | CASE OF SOCK IT 2 'EM  |
| 87947   | 2464   | EXPRESS MOWER LLC           | 0073769-1           | 100 | INV  | 07/02/2012 | 20.55    | WHEEL BEARING KIT      |



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

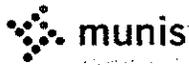
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WARRANT: 20120614 07/03/2012

DUE DATE: 07/03/2012

| VOUCHER       | VENDOR | VENDOR NAME                 | INVOICE              | PO  | TYPE | DUE DATE   | AMOUNT    | COMMENT                |
|---------------|--------|-----------------------------|----------------------|-----|------|------------|-----------|------------------------|
| 87948         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 WWTP DSC | 100 | INV  | 07/02/2012 | 101.65    | 74824-34912: 300 OAK R |
| 87949         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 PUMPS    | 100 | INV  | 07/02/2012 | 3,058.58  | 44439-25062: 300 OAK R |
| 87950         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 WWTP PMP | 100 | INV  | 07/02/2012 | 7.42      | 74834-32949: 300 OAK R |
| 87951         | 1515   | HELENA CHEMICAL CO.         | 23740631             | 100 | INV  | 07/02/2012 | 180.00    | RESERVOIR DG           |
| 87952         | 1535   | NAPA AUTO PARTS             | 189663               | 100 | INV  | 07/02/2012 | 9.61      | SWITCH                 |
| 87953         | 2128   | ODYSSEY MANUFACTURING CO.   | 166109               | 100 | INV  | 07/02/2012 | 693.75    | HYPOCHLORITE SOLUTIONS |
| 87954         | 190070 | SHORT ENVIRONMENTAL         | 12-1703              | 100 | INV  | 07/02/2012 | 208.00    | 6/4-12/12 SAMPLES      |
| 87955         | 200010 | TEN-8 FIRE EQUIPMENT INC    | IN755466             | 100 | INV  | 07/02/2012 | 388.54    | BIG 10 D/J HOSE        |
| 87956         | 200075 | TOTAL PEST CONTROL OF       | 839788               | 100 | INV  | 07/02/2012 | 155.00    | PEST CONTROL LAWN SERV |
| 87958         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 BREVARD  | 100 | INV  | 07/02/2012 | 135.52    | 89300-24164: 721 N BRE |
| 87959         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 DRIVERS  | 100 | INV  | 07/02/2012 | 323.96    | 80428-96368: 721 N BRE |
| 87960         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 POLICE   | 100 | INV  | 07/02/2012 | 382.07    | 78275-70040: 725 N BRE |
| 87961         | 1535   | NAPA AUTO PARTS             | 189412               | 100 | INV  | 07/02/2012 | 21.38     | WIPER BLADE            |
| 87962         | 1535   | NAPA AUTO PARTS             | 189315               | 100 | INV  | 07/02/2012 | 22.48     | SPARK PLUG             |
| 87963         | 1535   | NAPA AUTO PARTS             | 189334               | 100 | INV  | 07/02/2012 | 201.00    | NEW COMPRESSOR         |
| 87964         | 2708   | WINDHAM PROFESSIONALS       | 00253089             | 100 | INV  | 07/02/2012 | 275.00    | CLIENT ID 00253089     |
| 87965         | 2473   | KED GROUP, INC              | 2521                 | 100 | INV  | 07/02/2012 | 15,679.65 | K-1000 SODIUM ALUMINAT |
| 87966         | 1893   | ARCADIA DO-IT-BEST HARDWARE | A308528              | 100 | INV  | 07/02/2012 | 65.66     | LANTERN BATTERY        |
| 87967         | 2080   | KLENECORP                   | 3211                 | 100 | INV  | 07/02/2012 | 340.00    | COMPUTER REPAIR        |
| 87973         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 WTR SYST | 100 | INV  | 07/02/2012 | 210.96    | 14787-37974: 645 TURNE |
| 87974         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 344MILLS | 100 | INV  | 07/02/2012 | 135.36    | 44487-35995: 344 N MIL |
| 87975         | 1666   | STAPLES BUSINESS ADVANTAGE  | 8022189700           | 100 | INV  | 07/02/2012 | 965.01    | SUMMARY INVOICE 802218 |
| WARRANT TOTAL |        |                             |                      |     |      |            | 79,502.01 |                        |

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



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

PG 14  
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WARRANT: 20120702 07/13/2012

DUE DATE: 07/13/2012

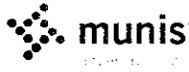
| VOUCHER | VENDOR | VENDOR NAME                 | INVOICE           | PO  | TYPE | DUE DATE   | AMOUNT    | COMMENT                |
|---------|--------|-----------------------------|-------------------|-----|------|------------|-----------|------------------------|
| 87976   | 40060  | DESOTO CNTY BOARD OF        | JULY 2012         | 100 | INV  | 07/13/2012 | 37,333.56 | JULY 2012 - FIRE DEPAR |
| 87978   | 2209   | ALEXCAZAM ELECTRIC          | 718               | 100 | INV  | 07/13/2012 | 550.00    | REPAIR                 |
| 87979   | 147    | AVANTI COMPANY              | 107390            | 100 | INV  | 07/13/2012 | 294.05    | ON-SITE FLOWMETER ACCU |
| 87980   | 1963   | BV OIL COMPANY, INC         | 03-534969         | 100 | INV  | 07/13/2012 | 164.41    | AMAILE ELIXIR          |
| 87981   | 2455   | CENTURYLINK                 | JUL '12_311035269 | 100 | INV  | 07/13/2012 | 183.76    | ACCT #311035269        |
| 87982   | 2455   | CENTURYLINK                 | JUL '12_312079108 | 100 | INV  | 07/13/2012 | 342.96    | ACCT NO. 312079108     |
| 87983   | 2455   | CENTURYLINK                 | JUL '12_311825967 | 100 | INV  | 07/13/2012 | 84.04     | ACCT NO. 311825967     |
| 87984   | 2455   | CENTURYLINK                 | JUL '12_311367811 | 100 | INV  | 07/13/2012 | 256.92    | ACCT NO. 311367811     |
| 87985   | 2455   | CENTURYLINK                 | JUL '12_312202177 | 100 | INV  | 07/13/2012 | 133.78    | ACCT NO. 312202177     |
| 87986   | 2455   | CENTURYLINK                 | JUL '12_311530374 | 100 | INV  | 07/13/2012 | 408.90    | ACCT NO. 311530374     |
| 87987   | 2455   | CENTURYLINK                 | JUL '12_312077636 | 100 | INV  | 07/13/2012 | 621.30    | ACCT NO. 312077636     |
| 87988   | 2455   | CENTURYLINK                 | JUL '12_311032795 | 100 | INV  | 07/13/2012 | 149.48    | ACCT NO. 311032795     |
| 87989   | 2455   | CENTURYLINK                 | JUL '12_311285108 | 100 | INV  | 07/13/2012 | 44.72     | ACCT NO. 311285108     |
| 87990   | 2455   | CENTURYLINK                 | JUL '12_311745767 | 100 | INV  | 07/13/2012 | 105.74    | ACCT NO. 311745767     |
| 87991   | 2455   | CENTURYLINK                 | JUL '12_311035396 | 100 | INV  | 07/13/2012 | 34.22     | ACCT NO. 311035396     |
| 87992   | 2455   | CENTURYLINK                 | JUL '12_311156985 | 100 | INV  | 07/13/2012 | 130.00    | ACCT NO. 311156985     |
| 87993   | 2455   | CENTURYLINK                 | JUL '12_311741457 | 100 | INV  | 07/13/2012 | 130.00    | ACCT NO. 311741457     |
| 87994   | 2455   | CENTURYLINK                 | JUL '12_311283718 | 100 | INV  | 07/13/2012 | 34.22     | ACCT NO. 311283718     |
| 87995   | 2455   | CENTURYLINK                 | JUL '12_311531065 | 100 | INV  | 07/13/2012 | 49.22     | ACCT NO. 311531065     |
| 87996   | 2455   | CENTURYLINK                 | JUL '12_312162858 | 100 | INV  | 07/13/2012 | 34.99     | ACCT NO. 312162858     |
| 87997   | 2455   | CENTURYLINK                 | JUL '12_311452041 | 100 | INV  | 07/13/2012 | 60.21     | ACCT NO. 311452041     |
| 87998   | 30040  | CHENANGO SUPPLY CO INC      | 182692A           | 100 | INV  | 07/13/2012 | 126.00    | FIXED LINE HEAD        |
| 87999   | 2658   | CINTAS DOCUMENT MANAGEMENT  | DD69056332        | 100 | INV  | 07/13/2012 | 35.00     | SHREDDING              |
| 88000   | 40015  | D & B ENTERPRISES, INC      | 11455             | 100 | INV  | 07/13/2012 | 50.00     | TOWING                 |
| 88001   | 431    | FLORIDA DEPARTMENT OF LAW E | 346404            | 100 | INV  | 07/13/2012 | 120.00    | CUSTOMER NO. 31164     |

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aahorkeyCity of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHERPG 15  
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WARRANT: 20120702 07/13/2012

DUE DATE: 07/13/2012

| VOUCHER | VENDOR | VENDOR NAME                 | INVOICE              | PO  | TYPE | DUE DATE   | AMOUNT   | COMMENT                |
|---------|--------|-----------------------------|----------------------|-----|------|------------|----------|------------------------|
| 88002   | 2686   | FLORIDA DEPARTMENT OF ENVIR | 65113                | 100 | INV  | 07/13/2012 | 300.00   | LEASE #2482            |
| 88003   | 1451   | DESOTO AUTO MALL            | 14018                | 100 | INV  | 07/13/2012 | 41.66    | COIL ASY               |
| 88004   | 40072  | DESOTO CNTY SHERIFF'S OFFIC | JUNE 2012            | 100 | INV  | 07/13/2012 | 831.50   | RADIO USE & MAINTENANC |
| 88005   | 2250   | THE DUMONT COMPANY, INC.    | 253739               | 100 | INV  | 07/13/2012 | 630.75   | AMMONIUM SULFATE       |
| 88006   | 50035  | ENFORCEMENT ELECTRONICS     | 44192                | 100 | INV  | 07/13/2012 | 230.00   | RECERTIFY LASERS       |
| 88010   | 2386   | EXCELL DIAMOND BLADE        | 35401                | 100 | INV  | 07/13/2012 | 226.10   | SEGMENTED TIGER TOOTH  |
| 88011   | 732    | FLASH EQUIPMENT, INC        | 94809                | 100 | INV  | 07/13/2012 | 103.10   | MR11 ALLEY BULB 12V    |
| 88012   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 10 FIRES | 100 | INV  | 07/13/2012 | 26.84    | 18555-71194: 403 N 10T |
| 88013   | 60090  | FLORIDA POWER & LIGHT       | JUN/JUL '12 CYPRESS  | 100 | INV  | 07/13/2012 | 129.65   | 26050-36983: 1312 E CY |
| 88014   | 60090  | FLORIDA POWER & LIGHT       | JUN/JUL '12 10TH 500 | 100 | INV  | 07/13/2012 | 77.58    | 36020-30979: 320 N 10T |
| 88015   | 60090  | FLORIDA POWER & LIGHT       | JUN/JUL '12 OAK SHPP | 100 | INV  | 07/13/2012 | 111.80   | 77069-38912: 1301 E OA |
| 88016   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 MLK RR   | 100 | INV  | 07/13/2012 | 7.42     | 16775-87477: 320 MLK J |
| 88017   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 MLK TENN | 100 | INV  | 07/13/2012 | 7.42     | 33392-38911: 320 MLK T |
| 88018   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 HARRIS O | 100 | INV  | 07/13/2012 | 10.93    | 43412-39939: 111 HARRI |
| 88019   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 CEM S SH | 100 | INV  | 07/13/2012 | 7.92     | 96306-03240: 601 OAK R |
| 88020   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 CEM SHED | 100 | INV  | 07/13/2012 | 10.98    | 84154-38939: 601 OAK R |
| 88021   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 WILSON C | 100 | INV  | 07/13/2012 | 7.42     | 84164-36965: 601 OAK R |
| 88022   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 HARRIS R | 100 | INV  | 07/13/2012 | 534.64   | 43372-30934: 121 HARRI |
| 88023   | 60090  | FLORIDA POWER & LIGHT       | JUN/JUL '12 OAK WLL5 | 100 | INV  | 07/13/2012 | 406.71   | 97449-30943: 1704 NE O |
| 88024   | 60090  | FLORIDA POWER & LIGHT       | JUN/JUL '12 OK WLL4  | 100 | INV  | 07/13/2012 | 320.70   | 97419-38964: 1422 NE O |
| 88025   | 60090  | FLORIDA POWER & LIGHT       | JUN/JUL '12 CYP WLL3 | 100 | INV  | 07/13/2012 | 670.82   | 06970-39949: 1612 E CY |
| 88026   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 WTP      | 100 | INV  | 07/13/2012 | 2,031.62 | 14777-39948: 645 TURNE |
| 88027   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 MAPLE    | 100 | INV  | 07/13/2012 | 653.51   | 24677-32950: 1502 E MA |
| 88028   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 CYP WLL2 | 100 | INV  | 07/13/2012 | 335.72   | 24837-30970: 1301 E CY |
| 88029   | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 10TH ELE | 100 | INV  | 07/13/2012 | 7.42     | 34007-36975: 709 N 10T |



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

PG 16  
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WARRANT: 20120702 07/13/2012

DUE DATE: 07/13/2012

| VOUCHER | VENDOR | VENDOR NAME                  | INVOICE          | PO   | TYPE | DUE DATE   | AMOUNT    | COMMENT                |
|---------|--------|------------------------------|------------------|------|------|------------|-----------|------------------------|
| 88030   | 1310   | GE CAPITAL                   | 77032008         | 100  | INV  | 07/13/2012 | 2,668.29  | BILLING ID NO. 9013604 |
| 88031   | 2417   | GREEN LEAF TREE SERVICE, INC | 07052012         | 100  | INV  | 07/13/2012 | 1,000.00  | TREE SERVICE           |
| 88032   | 1287   | SIGNS DOWNTOWN               | 7892             | 100  | INV  | 07/13/2012 | 40.00     | NO PUBLIC ACCESS SIGNS |
| 88033   | 632    | HALL MANUFACTURING, INC      | 51649            | 100  | INV  | 07/13/2012 | 594.39    | BLADE/BOLT/WASHER/NUT  |
| 88034   | 2096   | HAZEN & SAWYER, PC           | PAYMENT 3_SA 14  | 100  | INV  | 07/13/2012 | 2,705.07  | SA #14 - PAYMENT 3     |
| 88035   | 2096   | HAZEN & SAWYER, PC           | PAYMENT 18_SA 11 | 100  | INV  | 07/13/2012 | 51,083.87 | SA #11 - PAYMENT 18    |
| 88036   | 2096   | HAZEN & SAWYER, PC           | PAYMENT 17-SA 11 | 100  | INV  | 07/13/2012 | 41,802.90 | SA #11 - PAYMENT 17    |
| 88037   | 80075  | HOME OWNERS SUPPLY           | 224057           | 100  | INV  | 07/13/2012 | 296.80    | CONCRETE MIX/QUIKCRETE |
| 88038   | 110075 | KNIGHT SUPPLY                | 32524            |      | INV  | 07/13/2012 | 34.85     | UNIONS/TEE/PVC BALL VA |
| 88039   | 2080   | KLENECORP                    | 3210             | 100  | INV  | 07/13/2012 | 552.50    | COMPUTER REPAIR        |
| 88040   | 2080   | KLENECORP                    | 3209             | 100  | INV  | 07/13/2012 | 1,781.00  | COMPUTER REPAIR        |
| 88041   | 2080   | KLENECORP                    | 3213             | 100  | INV  | 07/13/2012 | 318.75    | COMPUTER REPAIR        |
| 88043   | 120120 | LOU'S PAINT SPOT             | 138085           | 100  | INV  | 07/13/2012 | 221.05    | BS GRAY SPEEDECK       |
| 88044   | 172    | MCGEE TIRE STORES            | L-152632         | 100  | INV  | 07/13/2012 | 100.00    | TIRES                  |
| 88045   | 172    | MCGEE TIRE STORES            | L-152899         | 100  | INV  | 07/13/2012 | 161.64    | TIRES                  |
| 88046   | 130065 | MEYER RADIATOR SERVICE       | 100987           | 100  | INV  | 07/13/2012 | 60.00     | WELD LEAK IN ALUMINUM  |
| 88047   | 1535   | NAPA AUTO PARTS              | 189751           | 100  | INV  | 07/13/2012 | 26.39     | BLOWER MOTOR           |
| 88048   | 1535   | NAPA AUTO PARTS              | 190080           | 100  | INV  | 07/13/2012 | 22.99     | FHP POWERATED BELT     |
| 88050   | 1535   | NAPA AUTO PARTS              | 190286           | 100  | INV  | 07/13/2012 | 249.00    | ELECTRNC LEAK DETECT   |
| 88051   | 940    | NEXTEL COMMUNICATIONS        | 273625411-124    | 100  | INV  | 07/13/2012 | 314.38    | ACCT NO. 273625411     |
| 88052   | 2128   | ODYSSEY MANUFACTURING CO.    | 166462           | 100  | INV  | 07/13/2012 | 918.75    | HYPOCHLORITE SOLUTIONS |
| 88053   | 2128   | ODYSSEY MANUFACTURING CO.    | 166461           | 2128 | INV  | 07/13/2012 | 791.25    | HYPOCHLORITE SOLUTIONS |
| 88054   | 991    | OFFICE DEPOT CREDIT PLAN     | 614837300001     | 100  | INV  | 07/13/2012 | 162.98    | TONER                  |
| 88055   | 2479   | ONLINE STORES                | SE2248841        | 100  | INV  | 07/13/2012 | 200.75    | FLAGS                  |
| 88056   | 2151   | PEACE RIVER SHOPPER          | 12973            | 100  | INV  | 07/13/2012 | 175.00    | FULL PAGE AD           |



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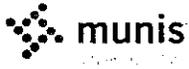
City of Arcadia, FL - \*\* LIVE \*\*  
WARRANT LIST BY VOUCHER

PG 17  
apwarrnt

WARRANT: 20120702 07/13/2012

DUE DATE: 07/13/2012

| VOUCHER | VENDOR | VENDOR NAME                | INVOICE              | PO  | TYPE | DUE DATE   | AMOUNT    | COMMENT                |
|---------|--------|----------------------------|----------------------|-----|------|------------|-----------|------------------------|
| 88057   | 2657   | ELLISON SYSTEMS INC        | 1340033037           | 100 | INV  | 07/13/2012 | 52.69     | CONE CUP               |
| 88058   | 1287   | SIGNS DOWNTOWN             | 7871                 | 100 | INV  | 07/13/2012 | 95.00     | SIGNS                  |
| 88059   | 2682   | SIMPLIFILE, LLC            | 201207837            | 100 | INV  | 07/13/2012 | 35.50     | TRANSACTION FEE/COUNTY |
| 88060   | 105    | SPRINT                     | 06252012             | 100 | INV  | 07/13/2012 | 112.94    | CUST NO. 357865890     |
| 88061   | 1666   | STAPLES BUSINESS ADVANTAGE | 8022312489           | 100 | INV  | 07/13/2012 | 69.96     | SUMMARY INVOICE 802231 |
| 88062   | 2477   | STATE OF FLORIDA           | 3G-7028              | 100 | INV  | 07/13/2012 | 278.16    | TELEPHONE SERVICE THRU |
| 88063   | 1405   | THE SUN                    | 433956/50438203      | 100 | INV  | 07/13/2012 | 459.00    | CUSTO NO. 135142       |
| 88064   | 2638   | TOSHIBA                    | 2118958              | 100 | INV  | 07/13/2012 | 222.87    | CUST PO #23883         |
| 88065   | 2638   | TOSHIBA                    | 2119246              | 100 | INV  | 07/13/2012 | 261.49    | CUST PO #24022         |
| 88066   | 200075 | TOTAL PEST CONTROL OF      | 839937               | 100 | INV  | 07/13/2012 | 30.00     | PEST CONTROL           |
| 88067   | 210010 | US POSTMASTER              | PO BOX 191_2012-2013 | 100 | INV  | 07/13/2012 | 110.00    | BOX 191 - PO BOX FEE ( |
| 88069   | 230033 | WESCO TURF INC             | 40485087             | 100 | INV  | 07/13/2012 | 353.62    | BEARING/BEARIN BALL/SE |
| 88070   | 10030  | W & S ENTERPRISE ACCOUNT   | 75240                | 100 | INV  | 07/13/2012 | 794.16    | ACCT NO. 1070622600    |
| 88071   | 30100  | CUMMINGS POWER SOUTH       | 080-58426            | 100 | INV  | 07/13/2012 | 490.59    | INSPECTION             |
| 88072   | 40060  | DESOTO CNTY BOARD OF       | JUNE 2012_LANDFILL   | 100 | INV  | 07/13/2012 | 20,335.56 | JUNE 2012 - CUST NO. 0 |
| 88073   | 60090  | FLORIDA POWER & LIGHT      | JUN/JUL '12 OK SCL X | 100 | INV  | 07/13/2012 | 7.42      | 40006-94473: 607 E OAK |
| 88074   | 60090  | FLORIDA POWER & LIGHT      | JUN/JUL '12 PROVIDEN | 100 | INV  | 07/13/2012 | 63.24     | 16944-36948: 231 PROVI |
| 88076   | 172    | MCGEE TIRE STORES          | L-152037             | 100 | INV  | 07/13/2012 | 194.50    | TIRES                  |
| 88077   | 190070 | SHORT ENVIRONMENTAL        | 12-1828              | 100 | INV  | 07/13/2012 | 154.00    | 6/25-28/12 SAMPLES     |
| 88078   | 190070 | SHORT ENVIRONMENTAL        | 12-1829              | 100 | INV  | 07/13/2012 | 256.00    | 6/13-21/12 SAMPLES     |
| 88079   | 200085 | TRANSPORTATION CONTROL     | 90559                | 100 | INV  | 07/13/2012 | 1,990.00  | 16" X 18" LED COUNTDOW |
| 88080   | 200085 | TRANSPORTATION CONTROL     | 90568                | 100 | INV  | 07/13/2012 | 184.50    | REPAIR                 |
| 88089   | 10030  | W & S ENTERPRISE ACCOUNT   | 75241                | 100 | INV  | 07/13/2012 | 50.70     | ACCT NO. 1070625900    |
| 88090   | 1780   | EDWARD CARDONA             | 94                   | 100 | INV  | 07/13/2012 | 875.00    | EMERGENCY REPAIR       |
| 88091   | 2237   | G&K SERVICES               | JUNE 2012_1897810    | 100 | INV  | 07/13/2012 | 343.93    | ACCT 1897810 FOR JUNE  |



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

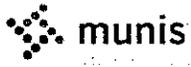
PG 18  
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WARRANT: 20120702 07/13/2012

DUE DATE: 07/13/2012

| VOUCHER       | VENDOR | VENDOR NAME                 | INVOICE              | PO  | TYPE | DUE DATE   | AMOUNT     | COMMENT                 |
|---------------|--------|-----------------------------|----------------------|-----|------|------------|------------|-------------------------|
| 88092         | 2237   | G&K SERVICES                | JUNE 2012_1898091    | 100 | INV  | 07/13/2012 | 38.60      | ACCT NO. 1898091 - JUN  |
| 88093         | 2237   | G&K SERVICES                | JUNE 2012_1898090    | 100 | INV  | 07/13/2012 | 109.50     | ACCT NO. 1898090        |
| 88094         | 2237   | G&K SERVICES                | JUNE 2012_1898096    | 100 | INV  | 07/13/2012 | 174.70     | ACCT NO. 1898096 - JUN  |
| 88095         | 2237   | G&K SERVICES                | JUNE 2012_1898097    | 100 | INV  | 07/13/2012 | 175.05     | ACCT NO. 1898097 - JUN  |
| 88096         | 2237   | G&K SERVICES                | JUNE 2012_1898099    | 100 | INV  | 07/13/2012 | 189.00     | ACCT NO. 1898099 - JUN  |
| 88097         | 2237   | G&K SERVICES                | JUNE 2012_1898100    | 100 | INV  | 07/13/2012 | 103.80     | ACCT NO. 1898100 - JUN  |
| 88098         | 1893   | ARCADIA DO-IT-BEST HARDWARE | A309948              | 100 | INV  | 07/13/2012 | 14.77      | 9V LITHIUM BATTERY      |
| 88099         | 60090  | FLORIDA POWER & LIGHT       | JUN/JUL '12 WTP      | 100 | INV  | 07/13/2012 | 11.30      | 51929-54195: 185 NE TU  |
| 88100         | 80075  | HOME OWNERS SUPPLY          | 223668               | 100 | INV  | 07/13/2012 | 12.99      | PURNER ANVIL 7" GILMOU  |
| 88107         | 40106  | DESOTO INS AGENCY INC       | K. BOATRRIGHT NOTARY | 100 | INV  | 07/13/2012 | 34.44      | KAREN BOATRRIGHT NOTARY |
| 88108         | 2609   | DEPARTMENT OF STATE         | K BOATRRIGHT NOTARY  | 100 | INV  | 07/13/2012 | 39.00      | KAREN BOATRRIGHT NOTARY |
| WARRANT TOTAL |        |                             |                      |     |      |            | 184,206.27 |                         |

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



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

PG 4  
apwarrnt

WARRANT: 20120703 07/13/2012

DUE DATE: 07/13/2012

| VOUCHER       | VENDOR | VENDOR NAME                 | INVOICE              | PO  | TYPE | DUE DATE   | AMOUNT   | COMMENT                |
|---------------|--------|-----------------------------|----------------------|-----|------|------------|----------|------------------------|
| 88101         | 10245  | AVIATION INSURANCE AGENCY I | 1653                 | 100 | INV  | 07/13/2012 | 4,153.30 | GEN LIAB 07/01/2012 TO |
| 88102         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 HNGR 3   | 100 | INV  | 07/13/2012 | 24.63    | 57004-27361: 2101 SE A |
| 88103         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 BEACON   | 100 | INV  | 07/13/2012 | 28.02    | 32291-29311: 2268 SE A |
| 88104         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 HANGAR   | 100 | INV  | 07/13/2012 | 122.08   | 01360-30915: SE AIRPOR |
| 88105         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 AIRPORT  | 100 | INV  | 07/13/2012 | 19.49    | 03080-31905: SE AIRPOR |
| 88106         | 60090  | FLORIDA POWER & LIGHT       | MAY/JUN '12 AIRPRT O | 100 | INV  | 07/13/2012 | 108.24   | 03130-38937: SE AIRPOR |
| WARRANT TOTAL |        |                             |                      |     |      |            | 4,455.76 |                        |

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

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

FLOWAGE AND HANGER RENT REPORT JUNE 2012

|                              |                           |    |          |
|------------------------------|---------------------------|----|----------|
| <i>Aviation Fuel</i> .....   | 607.0 GALLONS @ \$0.01/ga | \$ | 6.07     |
| <i>Lubrication oil</i> ..... | 0.50Gallons.04/gal        | \$ | .02      |
| <i>Tiedown Fee</i> .....     | 00.00/50%                 | \$ | 0.00     |
| <i>BLDG F</i> .....          | 900.00/90%                | \$ | 810.00   |
| <i>T-hangers</i> .....       | 3900.00/90%               | \$ | 3,510.00 |
| <i>Late Fee</i> .....        | 50.00/90%                 |    | 45.00    |

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

*Total due City for JUNE 2012* \$4,371.09

*Paid Check #* 2508



## MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, Interim City Administrator 

DATE: July 11, 2012

SUBJECT: Certificate of Appropriateness for the Morris Property – 315 E. Magnolia St.

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

315 E. Magnolia St. – An after the fact placement of a 12 x 24 shed on the property and paint the shed to match the house.

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

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

The Historic Preservation Commission recommended approval with a 4 – 0 vote at their regular meeting on July 10, 2012.

July 17



MEMORANDUM

TO: Historic Preservation Commission

FROM: Judi Jankosky, Interim City Administrator 

DATE: June 18, 2012

SUBJECT: Certificate of Appropriateness for the Morris Property – 315 E. Magnolia St.

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

315 E. Magnolia St. – An after the fact placement of a 12 x 24 shed on the property and paint the shed to match the house.

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

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

CITY OF ARCADIA  
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS  
HISTORIC PRESERVATION

Part 1 – OWNER AND SITE INFORMATION

Instructions: This page of the must appear exactly as below and must bear the owner's original signature. The City of Arcadia decision is based on the descriptions in this application form. In the event of any discrepancy between the application form and other, supplementary material submitted with it (such as architectural plans, drawings and specifications) the application form takes precedence.

- Property Name Mike + Emily Morris  
Street 315 E Magnolia St.  
Historic District - Arcadia, Florida 34266
- Nature of request (may be more than one):  
 demolish structure  
 rehabilitate/reconstruct structure (maintain same architecture)  
 reconstruct/alter structure (not same architecture)  
 construct new structure (rebuild as original architecture)  
 construct new structure (not same as original architecture)  
 construct site improvements (to land – pavement, parking...)  
 additional improvements to site (accessory structures – shed, garage...)
- Project contact (if different than owner)  
Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Cell \_\_\_\_\_
- Owner  
I hereby attest that the information I have provided is, to the best of my knowledge, correct and that I own the property described above. I understand that falsification of factual representation in this application could be subject to criminal sanctions.  
Signature   
Printed Name EMILY D. MORRIS  
Date 5/31/12 Organization \_\_\_\_\_  
Taxpayer ID, if business \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone 863-990-0822 Cell \_\_\_\_\_

Fee: \$165.00 Paid on 6/13/12 Received by 

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS  
HISTORIC PRESERVATION

Part 2 – EVALUATION OF SIGNIFICANCE

Property Name MORRIS  
Property Address 315 E MAGNOLIA ST.

5. Description of physical appearance (Attach photos. Additional pages may be added if necessary.)

12x24 wooden loft shed  
currently tan w/ green trim  
(painted to match previous house)

~~OR~~

Date of construction \_\_\_\_\_ Date(s) of alterations 5-4-12  
Is structure listed as contributing or non-contributing \_\_\_\_\_

6. Statement of significance (Attach photos. Additional pages may be added if necessary.)

Shed was purchased from Parker House  
which is also in Historic District.  
Existing shed was moved from property  
on 72 to Magnolia property.

Please fill out the following sections as appropriate for your application.

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS  
HISTORIC PRESERVATION

ACTION BY HISTORIC PRESERVATION COMMISSION

The Historic Preservation Commission shall review the application for conformity with the following criteria and shall recommend issuance of the Certificate of Appropriateness to the City of Arcadia City Council unless:

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

The Historic Preservation Commission has voted to recommend X or not recommend \_\_\_\_\_ issuance of the Certificate of Appropriateness by a vote of 4 to 0 at their regular meeting on the 10 day of July, 2012.

Special notes or requirements recommended by the Historic Preservation Commission:

**CERTIFICATE OF APPROPRIATENESS**  
**CHAPTER 69, HISTORIC PRESERVATION**

It is hereby declared a matter of public policy that the protection, enhancement, perpetuation, and use of improvements or sites of special character or special architectural, archaeological, or historic interest or value are a public necessity and is required in the interest of the health, prosperity, safety, and welfare of the people of the City of Arcadia.

The purpose of this Chapter is to:

1. Effect and accomplish the protection, enhancement, and preservation of such improvements, sites, and districts which represent or reflect elements of the city's cultural, social, economic, political, and architectural history.
2. Safeguard the city's historic, prehistoric and cultural heritage, as embodied and reflected in such historic structures, sites, and districts.
3. Stabilize and improve property values, and enhance the visual aesthetic character of the city.
4. Protect and enhance the city's attractions to residents, tourists, and visitors, and serve as a support and stimulus to business and industry.

It is hereby declared that the owner \_\_\_\_\_ of parcel ID/street address \_\_\_\_\_ of Arcadia, FL has come before the City Council today to request a Certificate of Appropriateness for the described demolition/rehabilitation/reconstruction/alteration/new construction that is attached. It has been found by the City of Arcadia City Council that the owner has met the all the requirements of Chapter 69 and hereby issue this Certificate of Appropriateness dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF ARCADIA, FLORIDA

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

ATTEST:

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



View from Magnolia (70 E)



View from behind the house on the north side

Setbacks  
required 5'  
provided  
7' & 10'

# City of Arcadia

June 27, 2012



Dear Property Owner: *Drawer 351 • Arcadia, Florida 34265*

The City of Arcadia Ordinance No. 955 requires any application for the construction, reconstruction, alteration and demolition of a historic structure, historic site or a structure within a historic district to petition for a Certificate of Appropriateness. The Ordinance also requires the city to notify you, as a neighbor within 200 feet of the property, of the pending application. Your neighbor at 315 E. Magnolia has submitted an application for construction, reconstruction, alteration and demolition as follows:

315 E. Magnolia St. – Morris – place a 12 x 24 shed on the property.



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

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

Sincerely,

Judi Jankosky  
Interim City Administrator

*Arcadia . . . A Good Town Year Round*



CITY OF ARCADIA  
REQUEST FOR PERMIT REVIEW

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

Owner: Mike Marras Phone: 863 990 0822

Address: 315 E. Magnolia  
Arcadia Fla. 34266

Contractor: Owner Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Job Address: SAME Parcel # 25-37-24-0002-0390-0080

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

Description of Work: Moving shed from 72 to  
new address Approx. Cost: 1100.00

12x24  
Shed

Intended or proposed use of this Building: storage & work shop.

EXISTING SHED

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

Date: 5-4-12

Owner/Applicant Signature

FOR USE BY CITY OFFICIALS ONLY

Zoning Dist: R-3 Fire District: \_\_\_\_\_ Offstreet Pkg: \_\_\_\_\_ histor. yes  
Geop. Lic: \_\_\_\_\_

Min. Setbacks: Front 30 Rear: 5 Side(Interior): 5 Side(Street): 15

| Department    | Applic. Req'd | Comment/Signature |
|---------------|---------------|-------------------|
| Water/Sewer   |               |                   |
| Public Works  |               |                   |
| Fire Planning |               |                   |
| Other         |               |                   |

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

Date

Authorized Official

# DeSoto County Property Appraiser

## 2011 Certified Values

CAMA updated: 5/3/2012

Parcel: 25-37-24-0012-0390-0080

[<< Next Lower Parcel](#)
[Next Higher Parcel >>](#)

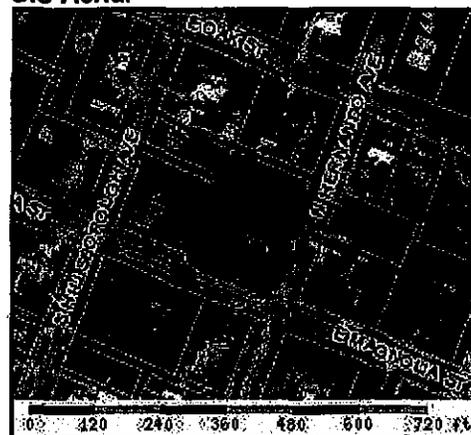
[Tax Collector](#)
[Tax Estimator](#)
[Property Card](#)
  
[Interactive GIS Map](#)
  
[Parcel List Generator](#)
[Print](#)

<< Prev Search Result: 20 of 31 Next >>

### Owner & Property Info

|   |   |
|---|---|
| <b>Owner's Name</b>   | MORRIS MICHAEL P & EMILY D  |
| <b>Site Address</b>   | 315 E MAGNOLIA ST   |
| <b>Mailing Address</b>  | 4768 NW HWY 72<br>ARCADIA, FL 34266-0000  |
| <b>Use Desc. (code)</b>   | SINGLE FAM (000100)   |
| <b>Tax District</b>   | 1 (Within City Limits)  |
| <b>Neighborhood</b>   | 400000  |
| <b>Land Area</b>  | 0.547 ACRES   |
| <b>Market Area</b>  | 04  |
| <b>Description</b>  | NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction. |
| TOWN OF ARCADIA O S S1/2 LOT 8 & LOTS 12 13 & 14 BLK 39 IN SEC 31/37/25 OR 29/445 INST:201214001190 |   |

### GIS Aerial



### Property & Assessment Values

|                              |          |             |
|------------------------------|----------|-------------|
| <b>Mkt Land Value</b>        | cnt: (1) | \$16,000.00 |
| <b>Ag Land Value</b>         | cnt: (0) | \$0.00      |
| <b>Building Value</b>        | cnt: (1) | \$59,650.00 |
| <b>XFOB Value</b>            | cnt: (3) | \$2,091.00  |
| <b>Total Appraised Value</b> |          | \$77,741.00 |

### 2011 Certified Values

|                            |   |
|----------------------------|---|
| <b>Just Value</b>          | \$77,741.00   |
| <b>Class Value</b>         | \$0.00  |
| <b>Assessed Value</b>      | \$77,741.00   |
| <b>Exempt Value</b>        | (code: HX WX) \$50,500.00   |
| <b>Total Taxable Value</b> | County: \$27,241.00   City: \$27,241.00<br>Other: \$27,241.00   School: \$52,241.00 |

### Sales History

[Show Similar Sales within 1/2-mile](#)

| Sale Date | OR Book/Page | OR Code | Vacant / Improved | Qualified Sale | Sale RCode | Sale Price  |
|-----------|--------------|---------|-------------------|----------------|------------|-------------|
| 3/8/2012  | 201214001190 | WD      | I                 | Q              | 01         | \$92,000.00 |

### Building Characteristics

| Bldg Item   | Bldg Desc           | Year Blt | Ext. Walls      | Heated S.F. | Actual S.F. |
|---|---------------------|----------|-----------------|-------------|-------------|
| 1   | SINGLE FAM (000100) | 1962     | SINGLE SID (04) | 2155        | 2846        |
| <b>Note:</b> All S.F. calculations are based on exterior building dimensions. |                     |          |                 |             |             |

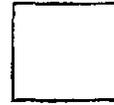
### Extra Features & Out Buildings

| Code | Desc       | Year Blt | Units       | Dims        | Condition (% Good) |
|------|------------|----------|-------------|-------------|--------------------|
| 1998 | SHED-ES    | 1996     | 0000120.000 | 10 x 12 x 0 | (000.00)           |
| 2003 | SIDEWALK   | 1962     | 0000450.000 | 0 x 0 x 0   | (000.00)           |
| 0860 | DRVWY CONC | 1962     | 0000546.000 | 0 x 0 x 0   | (000.00)           |

### Land Breakdown

| Lnd Code | Desc      | Units                  | Zoning * |
|----------|-----------|------------------------|----------|
| 000100   | SFR (MKT) | 1 UT - (0000000.547AC) | R-3      |

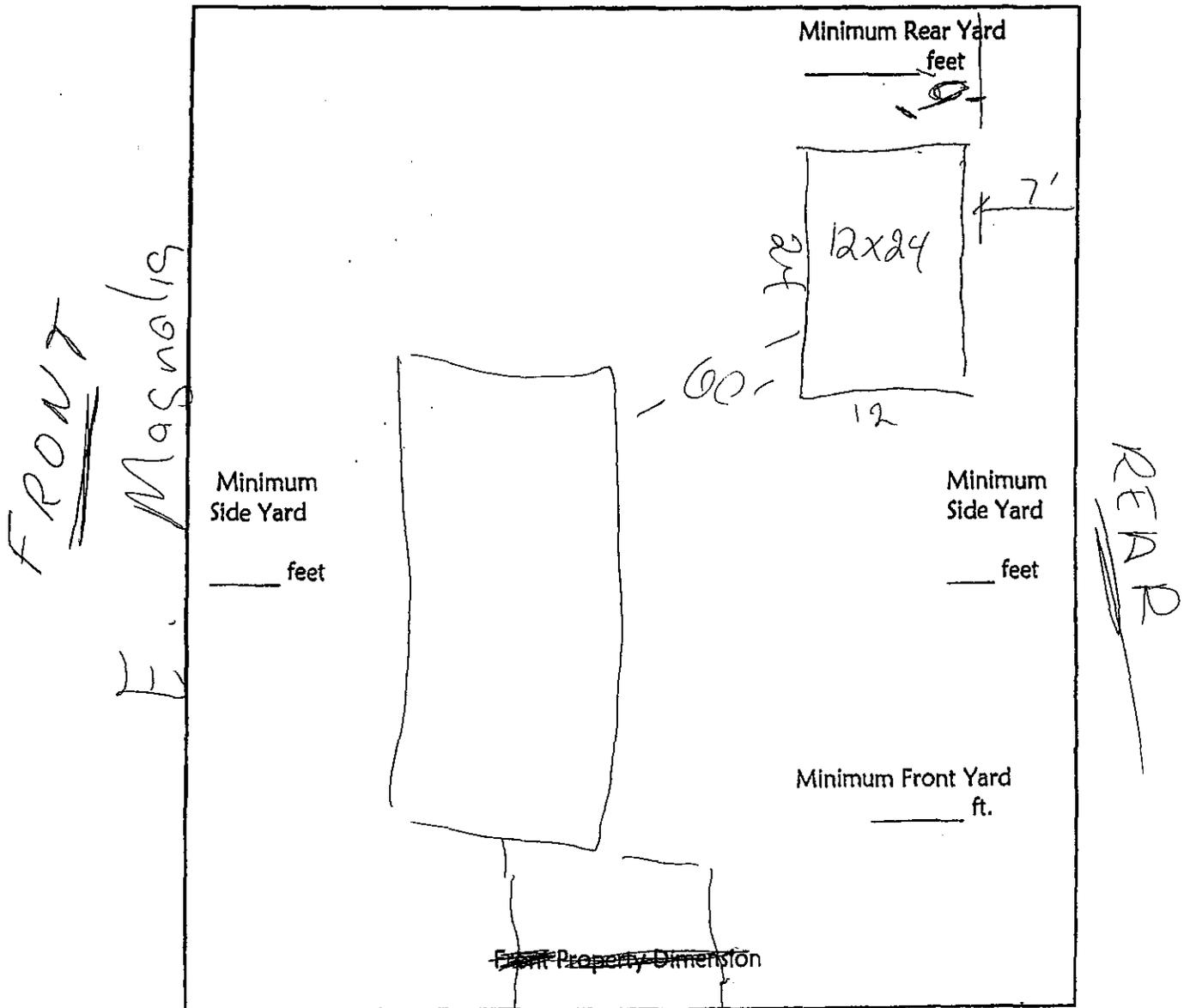
- Indicate all abutting property.
- Indicate any existing structures on property
- Indicate NORTH with arrow in the box provided at right . . .
- All setbacks to be measured from closest point between structure and property line.



Interior Lot \_\_\_\_\_ Corner Lot \_\_\_\_\_

*ANCHORED  
DOWN*

~~Rear Property Dimension~~



Hernando

~~SIDE STREET~~  
(Street or Road Name)



**CERTIFICATION OF TAXABLE VALUE**

DR-420  
R. 6/11  
Rule 12DER11-13  
Florida Administrative Code  
Eff. 6/11

|                                      |                                      |
|--------------------------------------|--------------------------------------|
| Year: 2012                           | County: DeSoto                       |
| Principal Authority:<br>Municipality | Taxing Authority:<br>City of Arcadia |

**SECTION I: COMPLETED BY PROPERTY APPRAISER**

|    |  |                              |  |            |
|----|--|------------------------------|--|------------|
| 1. | Current year taxable value of real property for operating purposes   | \$                           | 151,217,539                            | (1)        |
| 2. | Current year taxable value of personal property for operating purposes   | \$                           | 24,610,728                             | (2)        |
| 3. | Current year taxable value of centrally assessed property for operating purposes   | \$                           | 155,882                                | (3)        |
| 4. | Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>  | \$                           | 175,984,149                            | (4)        |
| 5. | 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 over 115% of the previous year's value. Subtract deletions.)            | \$                           | 285,049                                | (5)        |
| 6. | Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>   | \$                           | 175,699,100                            | (6)        |
| 7. | Prior year FINAL gross taxable value from prior year applicable Form DR-403 series   | \$                           | 186,471,267                            | (7)        |
| 8. | Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0   | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | Number (8) |
| 9. | 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, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0 | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | Number (9) |

|   |                                   |   |  |  |
|---|-----------------------------------|---|--|--|
| <b>Property Appraiser Certification</b> |                                   | I certify the taxable values above are correct to the best of my knowledge. |  |  |
| <b>SIGN HERE</b>                        | Signature of Property Appraiser : | Date :  |  |  |
|   |                                   | 7/2/2012  |  |  |

**SECTION II: COMPLETED BY TAXING AUTHORITY**

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

|     |  |        |             |      |
|-----|--|--------|-------------|------|
| 10. | Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>   | 8.0899 | per \$1,000 | (10) |
| 11. | Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>   | \$     | 1,508,534   | (11) |
| 12. | Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i> | \$     | 0           | (12) |
| 13. | Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>   | \$     | 1,508,534   | (13) |
| 14. | Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>  | \$     | 0           | (14) |
| 15. | Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>  | \$     | 175,699,100 | (15) |
| 16. | Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>   | 8.5859 | per \$1000  | (16) |
| 17. | Current year proposed operating millage rate   | 8.0899 | per \$1000  | (17) |
| 18. | Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>  | \$     | 1,423,694   | (18) |

|     |  |   |  |      |
|-----|--|---|--|------|
| 19. | TYPE of principal authority (check one)                | <input type="checkbox"/> County                         | <input type="checkbox"/> Independent Special District    | (19) |
|     |  | <input checked="" type="checkbox"/> Municipality        | <input type="checkbox"/> Water Management District       |      |
| 20. | Applicable taxing authority (check one)                | <input checked="" type="checkbox"/> Principal Authority | <input type="checkbox"/> Dependent Special District      | (20) |
|     |  | <input type="checkbox"/> MSTU                           | <input type="checkbox"/> Water Management District Basin |      |
| 21. | Is millage levied in more than one county? (check one) | <input type="checkbox"/> Yes                            | <input checked="" type="checkbox"/> No                   | (21) |

**DEPENDENT SPECIAL DISTRICTS AND MSTUs**



**STOP HERE - SIGN AND SUBMIT**

|     |   |    |                    |      |
|-----|---|----|--------------------|------|
| 22. | Enter the total ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs at rolled-back rate. (Total of Line 13 from all DR-420 forms)                    | \$ | 1,508,534          | (22) |
| 23. | Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)   |    | 8.5859 per \$1,000 | (23) |
| 24. | Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)   | \$ | 1,510,982          | (24) |
| 25. | 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) | \$ | 1,423,694          | (25) |
| 26. | Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)   |    | 8.0899 per \$1,000 | (26) |
| 27. | Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, <b>minus 1</b> , multiplied by 100)   |    | -5.78 %            | (27) |

|                                    |                      |                     |  |
|------------------------------------|----------------------|---------------------|--|
| <b>First public budget hearing</b> | Date :<br>09/04/2012 | Time :<br>6:00 P.M. | Place :<br>23 N. Polk Avenue, Arcadia, FL. 34266 |
|------------------------------------|----------------------|---------------------|--|

|   |   |   |                              |  |
|---|---|---|------------------------------|--|
| <b>S<br/>I<br/>G<br/>N<br/><br/>H<br/>E<br/>R<br/>E</b> | <b>Taxing Authority Certification</b>       | I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S. |                              |  |
|   | Signature of Chief Administrative Officer : |   | Date :<br>07/16/2012         |  |
|   | Title :<br>Interim City Administrator       | Contact Name and Contact Title :<br>Judith Jankosky   |                              |  |
|   | Mailing Address :<br>P.O. Box 351           | Physical Address :<br>23 N. Polk Avenue   |                              |  |
|   | City, State, Zip :<br>Arcadia, FL. 34265    | Phone Number :<br>863-494-4114  | Fax Number :<br>863-494-4712 |  |



**MAXIMUM MILLAGE LEVY CALCULATION  
PRELIMINARY DISCLOSURE**  
For municipal governments, counties, and special districts

DR-420MM-P  
R. 5/11  
Rule 12D-16.002  
Florida Administrative Code  
Eff. xx/11

|  |   |                                       |  |      |
|--|---|---------------------------------------|--|------|
| Year: 2012   |   | County: DeSoto                        |  |      |
| Principal Authority :<br>Municipality  |   | Taxing Authority :<br>City of Arcadia |  |      |
| 1.   | Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?   | <input type="checkbox"/> Yes          | <input checked="" type="checkbox"/> No | (1)  |
| <b>IF YES,</b> <b>STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.</b>     |   |                                       |  |      |
| 2.   | Current year rolled-back rate from Current Year Form DR-420, Line 16  | 8.5859                                | per \$1,000                            | (2)  |
| 3.   | Prior year maximum millage rate with a majority vote from 2010 Form DR-420MM, Line 13   | 10.6421                               | per \$1,000                            | (3)  |
| 4.   | Prior year operating millage rate from Current Year Form DR-420, Line 10  | 8.0899                                | per \$1,000                            | (4)  |
| <i>If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.</i> |   |                                       |  |      |
| <b>Adjust rolled-back rate based on prior year majority vote maximum millage rate</b>              |   |                                       |  |      |
| 5.   | Prior year final gross taxable value from Current Year Form DR-420, Line 4  | \$                                    | 186,471,267                            | (5)  |
| 6.   | Prior year maximum ad valorem proceeds with majority vote<br><i>(Line 3 multiplied by Line 5 divided by 1,000)</i>  | \$                                    | 1,984,446                              | (6)  |
| 7.   | Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12   | \$                                    | 0                                      | (7)  |
| 8.   | Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>   | \$                                    | 1,984,446                              | (8)  |
| 9.   | Adjusted current year taxable value from Current Year form DR-420 Line 15   | \$                                    | 175,699,100                            | (9)  |
| 10.  | Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>   | 11.2946                               | per \$1,000                            | (10) |
| <b>Calculate maximum millage levy</b>  |   |                                       |  |      |
| 11.  | Rolled-back rate to be used for maximum millage levy calculation<br><i>(Enter Line 10 if adjusted or else enter Line 2)</i>   | 11.2946                               | per \$1,000                            | (11) |
| 12.  | Change in per capita Florida personal income <i>(See Line 12 Instructions)</i>  | 1.0055                                |  | (12) |
| 13.  | Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>   | 11.3567                               | per \$1,000                            | (13) |
| 14.  | Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>  | 12.4924                               | per \$1,000                            | (14) |
| 15.  | Current year proposed millage rate  | 8.0899                                | per \$1,000                            | (15) |
| 16.  | <b>Minimum vote required to levy proposed millage:</b> (Check one)  |                                       |  | (16) |
| <input checked="" type="checkbox"/>  | a. Majority vote of the governing body: Check here, if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <i>Enter Line 13 on Line 17.</i>                |                                       |  |      |
| <input type="checkbox"/>   | b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <i>Enter Line 15 on Line 17.</i>          |                                       |  |      |
| <input type="checkbox"/>   | c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i> |                                       |  |      |
| <input type="checkbox"/>   | d. Referendum: The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>   |                                       |  |      |
| 17.  | The selection on Line 16 allows a maximum millage rate of<br><i>(Enter rate indicated by choice on Line 16)</i>   | 11.3567                               | per \$1,000                            | (17) |
| 18.  | Current year gross taxable value from Current Year Form DR-420, Line 4  | \$                                    | 175,984,149                            | (18) |

|   |  |   |                                  |
|---|--|---|----------------------------------|
| Taxing Authority :<br>City of Arcadia                   |  | DR-420MM-P<br>R. 5/11<br>Page 2   |                                  |
| 19.   | Current year adopted taxes (Line 15 multiplied by Line 18, divided by 1,000)   | \$  | 1,423,694 (19)                   |
| 20.   | Total taxes levied at the maximum millage rate (Line 17 multiplied by Line 18, divided by 1,000)   | \$  | 1,998,599 (20)                   |
| <b>DEPENDENT SPECIAL DISTRICTS AND MSTUS</b>            |  | <b>STOP</b>   | <b>STOP HERE SIGN AND SUBMIT</b> |
| 21.   | Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. (The sum of all Lines 19 from each district's Form DR-420MM)  | \$  | 0 (21)                           |
| 22.   | Total current year adopted taxes (Line 19 plus Line 21)  | \$  | 1,423,694 (22)                   |
| <b>Total Maximum Taxes</b>                              |  |   |                                  |
| 23.   | Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage (The sum of all Lines 20 from each district's Form DR-420MM) | \$  | 0 (23)                           |
| 24.   | Total taxes at maximum millage rate (Line 20 plus line 23)   | \$  | 1,998,599 (24)                   |
| <b>Total Maximum Versus Total Taxes Levied</b>          |  |   |                                  |
| 25.   | Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)                            | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO   | (25)                             |
| <b>S<br/>I<br/>G<br/>N<br/><br/>H<br/>E<br/>R<br/>E</b> | <b>Taxing Authority Certification</b>  | I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.072, F.S. |                                  |
|   | Signature of Chief Administrative Officer:   | <b>DRAFT</b>  |                                  |
|   | Date:  | 07/29/2012  |                                  |
|   | Title:<br>Interim City Administrator   | Contact Name and Contact Title:<br>Judith Jankosky  |                                  |
|   | Mailing Address:<br>P.O. Box 351   | Physical Address:<br>23 N. Polk Avenue  |                                  |
| City, State, Zip:<br>Arcadia, FL. 34265                 | Phone Number:<br>863-494-4114  | Fax Number:<br>863-494-4712   |                                  |

**Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.**



## MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, Interim City Administrator 

DATE: July 12, 2012

SUBJECT: Discussion of lost revenue and associated expenditures

Attached you will find a worksheet that shows the manpower it took the police department to provide crowd control and law enforcement services for the 4<sup>th</sup> of July parade and fireworks. Those figures do not include benefits.

City of Arcadia Code of Ordinances states the city may impose reasonable conditions on the granting of the permit such as “arrange and pay for adequate security forces at the proposed use or activity.” The event permit application requires a \$25 event fee and \$200 deposit for LEO and city staff setup/cleanup. As always Council has to authority to waive the code and fees/deposits; however, in researching how to generate more revenue these type situations become one of the main topics among staff. It took two of Jerry’s staff two hours each to set up before and clean up after the parade.

Staff is not pointing the finger at any one event. These events happen on pretty much a weekly basis at a cost to the city and eventually the taxpayers. There certainly is a fine balancing act between an event being too costly that the event be cancelled to spreading the cost among the taxpayers as a cultural/recreational benefit to everyone. Perhaps splitting the cost may be a reasonable option. Staff does not want to see the events cancelled but are truly trying to find ways to generate revenue and cut costs to balance the budget.

Staff felt it was worthy to point out the issue and generate some discussion.

**Sec. 74-64. - Conditions.**

The city may impose reasonable conditions or restrictions on the granting of a permit, including but not limited to any of the following:

- (1) Restrictions on fireworks, amplified sound, dancing, sports, use of animals, equipment, or vehicles, the number of persons to be present, or any other use which appears likely to create a risk of unreasonable harm to the use and enjoyment of the park by others, or of damage to park property.
- (2) A requirement that the applicant post a reasonable deposit of security for the repair of any damage to park property, or the cost of cleanup, or both.
- (3) A requirement that the applicant pay in advance a reasonable fee to defray the cost of utilities and any other items associated with the use of the park.
- (4) A requirement that the applicant arrange and pay for adequate security forces at the proposed use or activity.
- (5) A requirement that the applicant furnish a certificate of insurance in amounts prescribed to provide adequate coverage for the protection of the city and park property.

*(Code 1986, § 20-36(c)(2))*

**City of Arcadia  
Special Event Permit Application**

Please print or type application. All sections must be completed. Any questions should be directed to City of Arcadia, Assistant City Administrator at (863) 494-4114. Please return in person, fax: 863-494-4712 or email: [jjankosky@arcadia-fl.gov](mailto:jjankosky@arcadia-fl.gov).

**General Information**

Applicant: Antiques Assn of Arcadia Indi.  Corp.  501c3

Contact: Flo Rife

Address: 121 W. OAK ST.

City/State/Zip: ARCADIA, FL. 34266

Telephone: Business Phone 863-494-2500 Home Phone —

Cell Phone 863-494-9311

Email Address madaysantiques@aearthlink.net

Fax Number —

Name of Event: Antiques Fair

Date(s) Requested: 4<sup>th</sup> SAT every month - except Dec. - Dec. 29<sup>th</sup> (5<sup>th</sup> SAT)

Location of Event: SIDEWALKS, TREE OF KNOWLEDGE PARK, SUN TRUST BANK PARKING

Brief Description of Event: VENDORS SET UP BOOTHS. SELL ANTIQUES.

**Event Timeframe(s):**

Setup: Date: 4<sup>th</sup> SAT. Start: from 4:00 (am/pm) End: 6:00 am/pm

Actual Event Time: Date: 4<sup>th</sup> SAT Start: 8:00 (am/pm) End: 3:00 am/pm

Cleanup: Date: \_\_\_\_\_ Start: \_\_\_\_\_ am/pm End: \_\_\_\_\_ am/pm

Rain date: 5<sup>th</sup> SAT. IF AVAILABLE.

Number of Expected Attendees/Participants: 25 to 150<sup>summer</sup> depending on time of year<sup>winter</sup>

Site plan attached? Yes  No

Is the event open to the public? Yes  No  Fee? not to public

Have you held this event previously? Yes  No  If yes, list dates for the last  
17 years

Does this event differ? Yes  No  If yes, explain \_\_\_\_\_

**Entertainment:** Yes  No  If yes, see below

A complete detailed listing, including names, must be provided of all entertainment:

A complete detailed listing of all games, rides and any contractors used for carnival games and/or rides:

N.A.

Will you be using a sound system? Yes  No  If yes, see below

Type of system and name of contractor, if applicable \_\_\_\_\_

**Special Effects:** Yes  No  If yes, see below

Type of effects and name of contractor, if applicable \_\_\_\_\_

Location of special effects: \_\_\_\_\_

Parades: Yes  No  If yes, see below

Who and how many will participate? This includes parade participants and spectators:

Plan of route attached? Yes  No

**Proposed Retail Sales:** Yes  No  If yes, see below

How many vendor locations do you plan to accommodate? Twenty five to one hundred fifty  
depending on season.

Type of vending (including number of each):

Clothing \_\_\_\_\_ \*\*Food/beverage  Antiques  Jewelry  Misc.

If miscellaneous, please describe in detail: collectible items up to 1970  
vintage. Pottery, dishes, glassware, primitives, furniture, books, paintings  
all manner of antiques.

**\*\* Please describe in detail all food vendors (If there is any onsite cooking, the Desoto County Fire Department will need to be notified):** Kettle Corn vendor. (has all permits)  
chicken lady (Zondra Watson) has lg. grill. (ED wisdom)  
Rachael Martin pies + donuts. brought from home.

**Alcohol Beverages/Liquor Liability:** Yes  No  If yes, see below

**Name of organization licensed to serve alcohol at this event:** \_\_\_\_\_

*(Additional liability insurance may be required)*

**Type of organization serving alcohol:** none

**Do you require City documentation for license?** Yes  No

**Promotion:**

**At what level will the event be promoted? (For example, local, regional, national)**

National. (news papers) regional - commercials

**What type of publicity will be used?** news papers - tv commercials.

**Telephone number to be released for public information:** 863-993-5105

**Signage:** Yes  No  If yes, see below

**How many? What dimensions? What location(s)?** magnolia, oak 17, hickory  
entrance to downtown from west. these are contingent upon someone putting them out.

**(Banners require scheduling through the City of Arcadia, Public Works Department, (863) 494-4334)**

**Facility Requirements:** Yes  No  If yes, see below

**Stages** \_\_\_\_\_ **Tents** Some vendors have pop up tents **Fences** \_\_\_\_\_ **Booths** \_\_\_\_\_

**Concession Stands** \_\_\_\_\_ **Miscellaneous** \_\_\_\_\_

**Describe in detail, including type and location** \_\_\_\_\_

*(Special building permits are required for certain temporary structures)*

Is electric going to be needed (if available)? Yes  No   
Are city chairs needed (if available)? (Addt. Fee) Yes  No  Amt: \_\_\_\_\_  
Use of the city stage (if available)? (Addt. Fee) Yes  No   
Are city tables needed (if available)? (Addt. Fee) Yes  No  Amt: \_\_\_\_\_

**Port-O-Lets:** Yes  No  If yes, see below *IN SEASON. Dec thru April*

How many port-o-lets will you be providing? (Indicate location(s) on site plan) 2

Name of the private port-o-let company you will be contracting with: Behannon Septic & Tickets  
(ADA requires one handicapped restroom in each group of restrooms)

**Sanitation Assistance:** Yes  No  If yes, see below

How many waste receptacles (toters) do you request? None

Will you need city personnel to assist with clean up? (Addt. Fee) Yes  No

If no, how will you be handling garbage and or recycling? \_\_\_\_\_

*\*(Please note that upon post event inspection or complaint due to unsatisfactory post event clean up - the city will charge event organizer for the time it takes to resolve the clean up issue).*

**Traffic Alterations:** Yes  No  If yes, see below

Describe in detail, including request for road closures \_\_\_\_\_

*(Requests to close state roads require DOT permit, which needs to be approved by City of Arcadia prior to application to DOT)*

Will public parking areas, streets, sidewalks, etc. be restricted or obstructed?

Yes  No  If yes, see site plans

Does your plan include on-site parking? Yes  No

Will you charge for the on-site parking? Yes  No

Does your plan include off-site parking? Yes  No

Will you charge for off-site parking? Yes  No

Will shuttles be used to transport? Yes  No

**Americans With Disabilities Act:**

*ADA requires with accessibility guidelines as adopted by the State of Florida are now in effect. The following provisions are to be considered regarding ADA accessibility.*

ADA restroom facilities? (One handicapped for each group of port-o-lets) Yes  No

*Handicapped bathroom in park.*

Handicap parking provisions? Yes  No  Yes, see site plan

Handicapped assistance? Yes  No  Yes, please describe

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**Security:**

What are your plans for providing additional security? \_\_\_\_\_

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**Emergency Fire/Medical Services:**

What are your plans for providing additional Fire/EMS? \_\_\_\_\_

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\* Fire Truck requested at the event? (Addt. Fee) Yes  No   
\* (if available and for show only)



## SPECIAL EVENTS POLICY/PROCEDURE/DISCLOSURE

### **I. PERMIT**

#### ***Criteria for Requesting a Permit***

Any event on City-owned or City-controlled property and rights of way will require a special event permit. Permits are issued on a first come, first served basis. A special event permit is required prior to conducting, and/or maintaining a community event in the City and the City will not incur any liability for expenses incurred for events that do not have a permit. Applications will be accepted no earlier than 364 days prior to and no later than 30 days prior to the special event. All events must be conducted in accordance with the laws, ordinances, resolutions, rules and regulations of the City and other governmental authorities having jurisdiction. The applicant will be responsible for filing separately for county, state and federal permits, if necessary.

#### ***Qualifications of Applicants***

No person or affiliate of the person who is delinquent in payment of money due to the City from a prior event will be allowed to apply for an event permit until all delinquent sums are paid in full.

### **II. APPLICATION PROCESS**

#### ***Application Procedure for Events***

The person/organization requesting an event subject to a special event permit will be required to follow the following procedure:

1. Individual/Event Sponsor must submit an application on a form provided by the City and include a detailed site plan no earlier than 364 days prior to and no later than 30 days prior to event if applicable.
2. Pay a refundable Trash Bond (if applicable) prior to the event date.
3. Provide proof of liability insurance coverage/certificate of insurance must be submitted to the coordinator 3 business days prior to the event unless otherwise noted by the City Manager or the designated City official.

4. City cost adjustment to include other services such as police, fire or other city staff time will be made and any monies to be refunded by the City or any monies due by the sponsor to the City will be paid in full within 30 days following the event.
5. Event sponsor(s) shall confer with the City Administrator 3 business days prior to the event to ensure that arrangements for City services have been made.

### ***Special Event Resource Fee***

Each event that requires City services will be required to pay a special event resource fee. If the event takes place on a main thoroughfare the fee is \$200.00; if the event takes place on a side street the fee is \$100.00. The special events resource fee applies to all events and cannot be waived. The fee is needed to replenish equipment that supports events.

### ***Fees***

Police: \$40.00 per hour  
Fire: \$40.00 per hour  
Special Event Team: \$30.00 per hour  
Public Works: \$30.00 per hour plus truck cost  
Parks and Recreation: \$30.00 per hour plus \$100.00 for stage rental

### ***Special Fees***

Police Alumni: \$10.00 per hour, please contact the Police Special Operations Unit at 863-993-4660 to make arrangements

Police Explorers: donation requested, please contact Officer \_\_\_\_\_ at 863-993-4660 to make arrangements

*Note: Additional fees for services may be required depending on event request(s). All fees will be billed after the event unless otherwise noted.*

### ***Events Where City Costs are Waived***

The City Council shall annually approve a list of events for which the costs and fees are waived. To be considered for the waiver the event must be non-profit, community based, by a non-profit organization, and the event must be free and open to the public, appeal to the broadest segment of the community or demonstrate a benefit to a particular neighborhood in a redevelopment area of the City. This waiver does not include other charges or fees set forth by the ordinances of Arcadia.

5. Event sponsors shall be responsible for staffing and maintaining areas designated for alcoholic sales in conformance with State and City laws regarding such activity.
6. Event sponsors are responsible for enforcing City rules and regulations as well as any applicable state laws governing alcohol sales and consumption.
7. Issuance of a permit by the City of Arcadia does not relieve the permit holder of the obligation to comply with all applicable state liquor laws and, to the extent that any permit is inconsistent with state liquor laws or other lawful regulations, the permit shall be deemed void to the extent it conflicts with such laws or regulations.

### ***Standards for Issuance***

The City Administrator, upon review from the City Department Heads, may issue a permit required under this division if it is determined that the following criteria have been met.

1. The preparation for or the conduct of the proposed use, event, or activity will not adversely affect the City's ability to perform municipal functions or furnish City services in the vicinity of the permit area.
2. The proposed use, event, or activity is compatible with the surrounding area in consideration of anticipated noise and crowd capacity, taking into account multiple impacts.
3. The proposed event is not aimed at inciting or producing imminent lawless action and is not likely to incite or produce such action.
4. City resources necessary to support the proposed activity are reasonably available.

### ***Approval Process***

The event permit shall only be issued for the event dates requested. If an act of nature causes the cancellation of an event, the City will work with the event sponsors to approve a new date as requested. If the event is cancelled due to event sponsor (other than an act of nature) within 24 hours or less from the event start time, the event sponsor will be charged for all overtime hours scheduled for the event. No revisions or adjustments to the final approved permit or related items may be made without prior written notification to and written approval from the City Administrator.

The event permit shall only be issued to the person, organization or business whose name appears on the special event application. No permit shall be issued to a person, organization or business who has attached a secondary event to the primary application without prior approval from the original requestor. All secondary special event requests shall be in writing following the same guidelines as stated in this article prior to the City Administrator's approval.

### ***Default***

An event sponsor shall be in default of the event permit if:

1. The applicant supplies false or misleading information.
2. The applicant fails to complete the application or to supply other required information or documents by the time required.

3. The applicant demonstrates an inability to comply with terms or conditions contained in the proposed permit.
4. The event sponsor should dissolve or cease doing business as a going concern or become insolvent or bankrupt.
5. The event sponsor breaches any provisions of the event permit or of any rules and regulations required by the City.
6. The event sponsor violates any applicable laws or ordinances during the event sponsors use of the property.

Whenever an event sponsor is found in default or has had a permit canceled by the City, the sponsor shall be disqualified from applying for any future permit under this article for a period of time as determined by the City Administrator.

### ***Insurance***

The applicant will provide an insurance certificate to the City of Arcadia – 23 N. Polk Avenue, Arcadia, Florida 34266, naming the City of Arcadia as additional insured in the amount not less than \$500,000 for death to or injury to any one person, \$1,000,000 aggregate for any one occurrence for death and bodily injury, and \$500,000 for damage to any property. Or a combined single limit of \$1,000,000 for any claim injury or property. All such insurance shall cover complete contractual liability, bodily injury and property damage liability. If the applicant uses or stores any hazardous or toxic substances on the requested site within the meaning of the Environmental Statutes, the insurance shall cover loss or damage resulting from improper storage, handling or disposal of any such hazardous or toxic substances. The certificate shall provide at least 10 days advance written notice of cancellation or change of coverage to the City of Arcadia.

### ***Cancellation***

The City may cancel any grant of space to the event sponsor(s) if use of the property shall in any way conflict with federal, state, or local laws; if the event sponsor is in default, or if there is a lack of City resources. All notices required or permitted under the event permitting process shall be given personally or by certified mail, with return receipt, postage paid, addressed to the event sponsor at the address provided on the event permit application or at such address as the sponsor may supply to the City in written notification.

If an act of nature causes the cancellation of an event, the City will work with the event sponsor to approve a new date as requested. If the event is cancelled due to event sponsor cancellation (other than an act of nature) within 24 hours or less from the event start time, the event sponsor will be charged for all overtime hours scheduled for the event.

#### **IV. CONTROL OF PROPERTY; RIGHT OF ENTRY; SUBLETTING**

City-owned or City-controlled facilities and property including keys thereto, shall be at all time under the control of the City Administrator or designee, and City staff acting in an official capacity shall have the right to enter all space occupied by the event producer, except personal vehicles, property and equipment, at all times during the period covered by the event permit. The event producer shall not assign or sublet to others the space covered by the event permit without express written consent of the City Administrator.

#### **V. VIOLATIONS AND REMEDIES**

If a permittee or the permittee's agent or employee violates the terms of the agreement or requirements set forth by public safety by which the permit is granted, any City ordinance, or any law of the state or United States or knowingly allows those terms or law to be violated, such violation shall constitute a violation of the permit conditions or other laws.

The event producers and the agents and employees of the producers shall immediately cease all activities on City property upon notification that the event is being conducted in violation of this article. If the producer or his agents fail or refuse to cease operations after notification, the City may, in addition to any other remedies provided in this article, provide for immediate closure and cessation of the event.

#### **INDEMNIFICATION & HOLD HARMLESS AGREEMENT**

The City reserves the right to cancel permits at any time with cause. The applicant, by signing below, hereby agrees to indemnify and hold harmless the City of Arcadia if this permit is revoked. Further, the City of Arcadia will not be responsible for any cost associated with the revocation of the permit.

The applicant shall defend, indemnify and hold harmless the City of Arcadia from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, (including attorney's fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the site, or arising out of the event permitted by the City, any act or omission of the applicant or its agents, servants, employees, independent contractors, customers, patrons or invitees whether on the site or elsewhere.

The City of Arcadia shall not be liable to the applicant or its agents, representatives, invitees or employees, or any other person for any injury to or death of any of them, or for any damages to any of the applicants property or loss of revenue, caused by any third persons, whether the injury, death or damage is due to negligence or not.

I/We the applicant(s) hereby acknowledge that I/We have read the above policy and procedure for a Special Event Permit within the City of Arcadia. I/We the applicant(s) further agree to reimburse the City for the cost of City Services incurred as a result of this event to include: Police, Fire, Airport, Parks and Recreation, Public Works and Lease of public property. I/we the applicant(s) hereby agree that all the information provided in this application is true and correct and further agree to the indemnification and hold harmless agreement outlined above.

**Signature:**

I understand this is an application only and does not obligate the City of Arcadia to reserve any facility or approve an event.

Signature of Applicant *Flo Lopez* Date 7/10, 2012

Title of Applicant/Affiliation *President Antigone Association of Arcadia*

Approved By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
City of Arcadia

**Lawrence Miller**

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**From:** Maddy's Antiques [maddysantiques0@earthlink.net]  
**Sent:** Thursday, October 20, 2011 10:40 PM  
**To:** Lawrence Miller  
**Subject:** Arcadia Antiques Fair

Dr. Miller,

My name is Flo Rife and I'm the owner of Maddy's Antiques and current president of the Antiques Association of Arcadia. In 2001 our organization came before the council for sponsorship of the 4th Saturday Antiques Fair. Since then that sponsorship has passed to Arcadia Main Street then back to us. We request that the City Council formally reconfirm and name our organization as the permitted sponsor of the monthly 4th Saturday event; during December we hold the event on the 3rd Saturday. We carry \$2,000,000 in liability insurance from Montgomery Insurance, through Charlotte Insurance Agency of Port Charlotte, FL so the city is covered in case of an accident. We also insure that vendors set up displays that are ADA compliant, allowing the handicapped access to and through our event. If you need additional information, please feel free to contact me either by cell phone or e-mail.

Flo Rife  
863-494-9311

John C. Super  
7692 SW Albritton Street  
Arcadia, FL 34266  
863-494-1627

May 30, 2012

City Council  
City of Arcadia  
23 North Polk Avenue  
Arcadia, FL 34266

Re: Request for Street Closing

To Whom it May Concern,

On behalf of the TEAM Arcadia Car Show, I am requesting closure of Oak Street between Polk and Monroe on the following dates:

|                           |                    |
|---------------------------|--------------------|
| Friday, August 10, 2012   | 5:00 PM to 8:00 PM |
| Saturday, August 18, 2012 | 6:00 PM to 9:00 PM |

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "John Super". The signature is written in a cursive style with a large, looping initial "J".

John Super  
President, TEAM Arcadia





## Virginia Haas

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**From:** Corbett [corbett.alday@guardiancrm.com]  
**Sent:** Thursday, June 28, 2012 11:14 AM  
**To:** Virginia Haas; Antonio Jenkins  
**Cc:** Christine Alday; Bill Gearing; Vel Burris; J Jankosky  
**Subject:** RE: calendar  
**Importance:** High  
**Attachments:** CDBG Project Location Map.pdf; Memo to the File April 12.doc; Lincoln Ave Project Area.pdf; Englewood Terrace Project Area.pdf

Good morning:

Suggested dates at this time:

August 14 before P/Z the CATF meeting and professionals fair housing activity.

September 4 before the Council on agenda the 2<sup>nd</sup> PH and resolution to approve submittal of the application.

For discussion, the areas of priority focus recommended based on staff and engineer input and our visit will be:

- 1) **Bridle Path and adjoining streets**, area due to the problems in both water and sewer and the demographics appear more LMI than others just on drive by look.
- 2) **East Maple V Turner and adjoining streets**, which are predominantly LMI and need sewer (I believe), but are less dense and thus might cost even more for fewer people benefiting.

We recommend the engineer go ahead with general grant maps and estimates for the sewer/water repairs needed in both areas. Work orders should be option 1) and 2), realizing the work is well beyond the funds available for constructions (about \$600,000). The engineer fee curve will be about 7.5% or about \$45,000 budget (total) for design. Plans and specs should be complete by October 1 for permit to be competitive. The City must pay for the design for it to count towards the points. Some **sample maps and estimates** are attached. Each CDBG project should stay within the \$600,000 with some contingency items if money remains after bids.

Only 2-3 streets can be done at a time, so the work should be focused thusly, such that 2-3 streets can be finished. Only about 30-40 houses will benefit on those 2-3 streets, so we should use fire hydrants in the area as a way of showing more benefit for small expenditures, or likewise replacing culverts/conveyance for storm water on streets out of the area to a sink/basin where the water wants to go. Items like these can be for a minority of funds but might benefit the whole neighborhood, while the sewer and water replacement will require road replacement and be very expensive for the number of units benefited. Mixing the 2 can make it competitive and reach the 80-100 houses we need total to make a good application.

Housing remains a contingency application if the design, cost or survey responses do not work out by October 1. Downtown revitalization remains a long term planning issues until the City develops a downtown CRA, if desired.

Please share any questions. Other than a Council update above, we have no grant writing items for July

7/10/2012

3<sup>rd</sup> but setting the CATF and 2PH meetings and then the area 1) work order for the engineers. I would focus on area 1) and only discuss area 2) as a backup. At this time other than homes not responding to survey, engineer rejecting it for feasibility like R/W problems or inability to get design done, area 1) should work. It can always be for the next grant or future grants. No need to spend engineering on both. So negotiate a price for 2) but approve it only as a contingency and hold the work order/do not sign. The City staff and engineer should be able to take an estimate of \$125 per foot for everything and scope out 2-3 streets within the \$600K and then 2 fire hydrants and perhaps an outfall culvert and swale as contingent items for more benefit in a straight forward manner.

Hope this helps.

Corbett-

**\*\*PLEASE NOTE OUR NEW ADDRESSES AND PHONE NUMBER\*\***

**Guardian Community Resource Management, Inc.**

Mailing: 3020 Bruton Road, Plant City, FL 33565

Physical: 930 Marcum Rd Ste 3, Lakeland, FL 33809

(863) 937-9035 Office

(813) 943-2627 Cell

(801) 218-0320 fax

[www.guardiancrm.com](http://www.guardiancrm.com)

**GUARDIAN of the Public Trust**

**"The world breaks everyone, and afterward, some are strong at the broken places."**

**Ernest Hemingway**

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**From:** Virginia Haas [mailto:vhaas@arcadia-fl.gov]

**Sent:** Thursday, June 28, 2012 8:45 AM

**To:** Antonio Jenkins

**Subject:** calendar

I know some of the tentative dates have changed for the timeline? Could you update and send that over. Judi wants to give the council a brief update on the grant (the infrastructure meeting they had yesterday) at the next meeting.

Thanks,

Virginia S. Haas, CMC

City Recorder

City of Arcadia

23 N. Polk Ave.

Arcadia, FL 34266

Ph: 863-494-4114

Fx: 863-494-4712

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No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2012.0.2180 / Virus Database: 2437/5098 - Release Date: 06/28/12

7/10/2012



*P. O. Drawer 351 • Arcadia, Florida 34265*

July 17, 2012

To Whom It May Concern:

Lew Ambler and all the staff of Desoto Insurance work diligently with the City of Arcadia to keep our property, casualty and work comp insurance rates manageable. The City of Arcadia actually received a much appreciated partial refund of our premiums last year due to Lew and his staff being proactive in reviewing our property and inland marine schedules.

The City of Arcadia recently re-established its safety program and Lew, his staff and a risk manager with the underwriter have personally attended safety meetings and have helped the City work through safety issues to assist in bringing our risk factors down.

Lew and his staff are always available to answer questions and he is our local go to person to discuss any questions or concerns Council, Administration or staff may have. Customer service with Desoto Insurance is always top notch with call or emails immediately returned.

The City of Arcadia highly recommends Desoto Insurance for your insurance needs.

Sincerely,

Keith Keene, Mayor  
City of Arcadia

**PROCEDURES FOR THE SALE OF SURPLUS  
CITY TANGIBLE PROPERTY**

1. For the purpose of these procedures, the term "CITY PROPERTY" may be used to individually or collectively refer to any vehicle, heavy equipment, office equipment, furniture, computer equipment, audio/visual equipment, or any other item or items being offered for public sale. CITY PROPERTY shall not include:

- a. scrap metal;
- b. other salvageable materials; or
- c. any items the City collects as abandoned or discarded tangible personal property so long as such items were not abandoned or discarded by the City.

Use of the term "CITY PROPERTY" does not preclude the itemization of specific or singular items that are being offered for sale as less than a unit. For example, to say "all 'CITY PROPERTY' will be inventoried and advertised" does not relieve the City from individually inventorying and listing in its advertisement each item to be offered for sale to the public. Yet to say "all 'CITY PROPERTY' will be sold 'as is'" indicates there is no warranty for any type of vehicle or equipment included in the public sale. Further, some items may be sold as a collective unit (e.g. a portable radio and charger) but will be so designated in the advertisement, publicity, marking and value placed on such item(s). All CITY PROPERTY will be inventoried to include such information as the year, make, model, serial or VIN number, horsepower, power supply (battery operated, electric, gas-powered, diesel, etc.), size, identifiable markings and/or defects, status of working condition, and estimated value where applicable.

3. Value of CITY PROPERTY will be determined by one of the following methods:
  - a) for vehicles, use of the Kelly Blue Book
  - b) for equipment, average retail pricing of a comparable product from at least two vendors, less an estimated value based on usage, age, wear/tear, hours of operation, working condition, and physical defect
  - c) for any CITY PROPERTY which does not fit into one of the above categories, a minimum value will be determined for sale or public auction weighing the cost to the City to remove said item(s) if not sold.
4. All CITY PROPERTY to be offered at surplus sale will be:
  - a) compiled in a list form and presented to the Council for their review and approval as a Consent Agenda item; and
  - b) advertised according to the inventoried listing in a newspaper of general circulation in accordance with F.S. 274.06
5. The public shall have the right to inspect all CITY PROPERTY offered for surplus sale at a date and time established by the City and prescribed in the advertisement(s) noted above.
6. All CITY PROPERTY to be offered at surplus sale will be sold "As Is" without warranty or guarantee either stated or implied.
7. A minimum bid amount will be placed on each item.

These procedures were adopted at the regular meeting of the City Council on February 16, 2010

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8. On the date and time of said surplus sale, all bidders will submit a sealed bid, on forms provided by the City, stating the item number, bid amount, bidder's name and telephone number.
9. All bids will be opened and recorded by City personnel immediately following the close of the open bidding period. The opening will be open to the public. The City reserves the right to reject any bid that is less than the stated minimum. Award will be made to the highest bidder per item.
10. Successful bidders will have until 4:00 PM on the day of sale to provide cash, money order or certified check, payable to the City of Arcadia. All transactions will be receipted in duplicate. Once the transaction has occurred, successful bidders shall remove their property from City premises. In the case of vehicles, the City will have on hand, the valid title to be transferred to the new owner.
11. Any item(s) not paid for or removed from City premises by 5:00 PM on the date of sale, will be forfeited and disposed of by and to the benefit of the City. The only exception to this stipulation is a written notice of agreement, *prepared in advance of the date of sale*, stating the excepted date and time of property removal signed by both the bidder and the City Administrator.
12. A) Notwithstanding the provisions noted above, the City reserves the right to contract with a licensed auctioneer for the sale of CITY PROPERTY. This service may be handled by either of the following methods:
  - i) inclusion of CITY PROPERTY in an auction coordinated and established by an outside party to be held at any location deemed appropriate by the contracted auctioneer and scheduled separately from any surplus sale the City may choose to conduct.
  - ii) contracted services with a licensed auctioneer to conduct the sale of CITY PROPERTY only on or at the location so designated by the City.

B) Should the City elect to contract with a licensed auctioneer for the sale of CITY PROPERTY in the manner described in 12i or 12 ii above, the City agrees to said auctioneer's consignment percentage as may be negotiated in his/her contract.
13. The City Council, in its sole discretion, may elect to remove any CITY PROPERTY from the surplus property list and donate said property to an organization or club of its choosing.



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PROCEDURES FOR THE DISPOSAL OF SCRAP METALS AND OTHER SALVAGEABLE MATERIALS

1. Any item that the City Administrator or appropriate Department Head qualifies as scrap metal or other salvageable material may be sold directly to a local scrap metal yard or recycling center without necessity of an inventory, Council approval or advertisement.
2. Any item that is picked-up or collected by the City as abandoned or discarded tangible personal property may be sold directly to a local scrap metal yard or recycling center without necessity of an inventory, Council approval or advertisement.
3. City Administrator or appropriate Department Head shall retain one copy of the receipt for Department records.
4. Finance shall deposit cash and checks and logs in daily receipts - keeping a separate total of all receipts for scrap.

**Deleted:** COLLECTION OF MONIES FOR THE SALE OF SCRAP

**Deleted:** Potential customers pay with certified check, money order or cash

**Deleted:** 2. Supervisor writes itemized and numbered receipt in triplicate  
3. Customer gets one copy of receipt.

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These procedures were adopted at the regular meeting of the City Council on February 16, 2010

**CITY OF ARCADIA MUNICIPAL AIRPORT  
AVIATION LEASE AND OPERATING AGREEMENT**

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**CITY OF ARCADIA, FLORIDA**

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**THIS LEASE AND OPERATING AGREEMENT** (the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2012, by and among the City of Arcadia, Florida, a Florida municipal corporation, (the "City"), and Wingman Aviation, ("Wingman").

**RECITALS**

**WHEREAS**, the City owns and operates the Arcadia Municipal Airport (the "Airport") in the City of Arcadia, County of DeSoto, Florida; and

**WHEREAS**, Wingman desires to establish a Specialized Aviation Service Operation (SASO) of an aircraft airframe, powerplant and engine/accessory repair and maintenance shop at the Airport; and

**WHEREAS**, the City wishes to encourage the establishment of the operations sought by Wingman at the Airport and believe such operations will assist the Airport in accommodating general aviation.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

**ARTICLE I  
TERM**

The term of this lease shall be for a period of one (1) year, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2012. Wingman shall have the option to extend the term of this Agreement for two (2) additional one (1) year periods, exercisable upon ninety (90) days' written notice to the City prior to the then-applicable termination date. The term shall automatically expire on the \_\_\_\_ day of \_\_\_\_\_, 2013, unless earlier terminated under the provisions of this Agreement or unless extended at the option of Wingman. Any such extension shall be upon the same terms and conditions as are contained in this Agreement, with the exception of the established rental rate. Regardless of any extensions hereunder, the term of this Agreement shall in no situation extend beyond April 1, 2015.

**ARTICLE II  
LEASED PREMISES**

City hereby leases to Wingman the following portions of the Hanger F, unit 3 (the "Premises") further described as follows:

Hanger F, Unit 3 and an acre of land as described by attached sketch

For purposes of this Agreement, the term "Premises" shall include the right of ingress and egress for both vehicles and aircraft and all fixtures built or existing as part of the Hanger F-3 as of the commencement of this Agreement. Further, for purposes of this Agreement, the term "Premises" shall include leasehold improvements constructed by Wingman pursuant to Article VIII of this Agreement.

### **ARTICLE III APPROVAL OF SPECIALIZED AVIATION SERVICE OPERATION**

The City hereby approves the establishment by Wingman of a Specialized Aviation Service Operation ("SASO") at the Airport. Such SASO shall be as detailed in this Agreement, but generally shall involve an aircraft repair, maintenance and inspection operations.

### **ARTICLE IV PAYMENTS**

#### **A. Payments and Fees:**

In consideration of the rights and privileges granted by this Agreement, Hilton agrees to pay to the City during the term of this Agreement the following:

1. **Payments:** The base annual lease rent shall total \$5,199.96 for the first year following the commencement of this Agreement. Such rent shall be paid monthly in advance, in the amount of \$433.33, plus applicable sales tax for the Premises, with the first payment to be made on or before the first day of \_\_\_\_\_, 2012, and a like payment to be made on or before the first day of each month thereafter during the term of this Agreement. Such base annual lease rent shall be adjusted every year on the anniversary date of this Agreement based on the increase or decrease in the Consumer Price Index for the intervening period of time or three percent (3%), whichever is less. The rate of such increase or decrease will be determined using the standard formula set forth by the Department of Labor and Statistics and shall be based upon the Consumer Price Index for All Urban Consumers.

2. **Percentage of Gross Receipts:** By January 31 of each year, Wingman shall pay to the City a sum equal to no less than one percent (1%) of the gross income generated by the operations at the Airport for the year ending December 31. Additionally, if this Agreement is terminated on a date other than December 31, at the time this Agreement is terminated, Wingman shall pay to the City a sum equal to no less than one percent (1%) of the gross income generated by the operations at the Airport for the period from January 1 of the year during which the termination is occurring and the date of termination within thirty (30) days. All payments under paragraph A shall be paid directly to the City.

**B. Delinquency Charge:** A delinquency charge of five percent (5%) per month shall be added to payments required by Paragraphs A.1. or A.2., above, which are rendered more than ten (10) days delinquent.

C. Place of Payment: All payments due to the City from Wingman shall be delivered to City of Arcadia, 23 N. Polk Ave., Arcadia, FL 34266.

D. Disputes: In the event that any dispute may arise as to rental payments or payment of the percentage of gross receipts, the amount claimed due by the City shall be paid forthwith and the dispute shall be submitted to a certified public accountant, agreeable to both parties, who shall determine the rights of the parties hereunder in conformity with generally accepted accounting principles. The fees due said accountant for such service shall be paid by the unsuccessful party, or in the event the determination is partially in favor of each party, the fee shall be borne equally by the parties.

E. Fees Payable to Other Parties:

1. Taxes: Wingman shall be responsible for any taxes assessed upon the property and improvements thereto, for each year the lease is in effect or pro-rata portion thereof. Wingman shall pay all taxes for both real and personal property that may be levied and assessed by any governmental agency upon the leased premises, including, but not limited to, Ad-Valorem and Solid Waste assessments. Failure to pay said taxes shall constitute a breach of this Agreement and be cause for either the City to declare an immediate default.

2. Utilities: Wingman and City agree the average electric bill in 2011 for all three units of Hanger F was \$XXXX. Any electric bill over \$XXXX for Hanger F during the term of this lease will be billed to Wingman and due on a monthly basis. Wingman and City also agree the average water bill is \$XXXX for all three units Hanger F. Any water usage that creates a water bill over \$XXXX will be billed to Wingman and due on a monthly basis.

## **ARTICLE V RIGHTS AND OBLIGATIONS OF WINGMAN**

A. Required Services: A Specialized Aviation Service Operater (SASO) provides aircraft airframe, powerplant and engine/accessories repair and maintenance, annual inspections, 100 hour inspections, 50 hour inspections, 25 hour inspections as well as supplying parts for these operations. Wingman is responsible to provide those services its owner and employees are certificated, rated and authorized by the FAA to perform.

B. Insurance Coverage: Obtain and maintain continuously in effect at all times during the term of the Agreement, at Wingman's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor and further described in Article X below.

C. Authorized Services: Wingman may use the leased premises for the repair, maintenance and inspection of aircraft in accordance to FAA certificates, ratings and authority held by owner and employees. Wingman may not as part of this Agreement or as part of its operations at the Airport (i) lease or otherwise authorize aircraft tie-down space on a temporary or permanent basis outside of the leased area; or (ii) sell oil, fuel, or lubricants not associated with repair, maintenance or inspection work performed by Wingman.

D. Rules and Regulations: At all times, Wingman shall abide by the rules and regulations of the Federal Aviation Administration and all other applicable regulations imposed by the City, as owner of the Airport, and/or any governmental authority, including, but not limited to, the County of DeSoto, the State of Florida, and the United States of America. Wingman shall abide by those all such rules and regulations as they exist on the date of commencing this Agreement and as modified and amended from time to time thereafter.

E. Interference/Hazard: Wingman expressly agrees for itself, its successors, and assigns to prevent any use of the Premises which would interfere or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

F. Height Restrictions: Wingman expressly agrees for itself, its successors, and assigns to restrict the height of all structures, objects of natural growth, and other obstructions on the Premises to such a height so as to comply with Federal Aviation Administration regulation, Part 77 and all other applicable Federal Aviation Administration standards.

G. Care of Petroleum Products: Wingman shall handle, use, store and dispose of petroleum products, and all other materials (including hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Authority statutes, regulations, rules, and ordinances. No waste or materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of Wingman, Wingman shall be responsible for the clean up, containment, and otherwise abatement of such contamination at Wingman's sole cost and expense. Further, Wingman shall notify the City, and all appropriate governmental agencies of such occurrence immediately. Should Wingman fail to do so, the City may take any reasonable and appropriate action in Wingman's stead. The cost of such remedial action by the City shall be paid by Wingman. City reserves the right to view any manifests, receipts, records or chains of custody related to the handling, use, storage and disposal of petroleum products and all other materials (including hazardous material) owned by or used by Wingman.

## **ARTICLE VI APPURTENANT PRIVILEGES**

A. Use of Airport Facilities: Wingman shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas.

B. Maintenance of Airport Facilities: Air-Cadia and the City shall remain responsible pursuant to their separate agreement for the general maintenance of all public and common or joint areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as, in its opinion, are required and necessary for the safe and efficient operation of the Airport.

C. Fuel Facilities: Pursuant to their separate agreement with the City, Air-Cadia shall maintain fuel facilities to adequately supply Wingman's fuel demands.

D. Signs: Wingman may keep and maintain one (1) sign no larger than 32 sq. ft. at the entrance normally used by occupants of the area in which the leased premises are located designating the business being operated thereon. All signs, and placement thereof, must comply with applicable requirements as set forth in applicable city, county, and state regulations.

## **ARTICLE VII RESERVED RIGHTS OF THE CITY**

A. Non-Exclusive Rights: Notwithstanding anything herein contained that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive, and the City herein reserves the right to grant similar privileges to another operator or operators on other parts of the airport.

B. Reservation of Right-of-Way: The City does hereby reserve unto themselves, their successors and assigns, for the use and benefit of the public, the use of airspace for the public above the Premises, together with the right of flight for the passage of aircraft in the airspace above the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on or about the Airport. In addition, the City reserves a general easement over, under, and across the Premises. The City, through their respective officers, agents, servants, or employees, shall have the full and unrestricted right to enter the Premises for the purpose of doing any and all things which party is authorized or required to do under the terms of this Agreement or for the purpose of performing governmental functions under federal, state, or local rules, regulations, and laws, including, but not limited to, necessary and proper inspections under applicable health, mechanical, building, electrical, plumbing, and fire codes, or other health, safety, and general welfare regulations enforced pursuant to the City's police powers. Additionally, Lessee's rights hereunder shall be subject to all existing and future utility easements and rights-of-way granted by the City for the installation, maintenance, inspection, repair, or removal of facilities owned or operated by electric, gas, water, sewer, communication, or other utility companies and to all rights of such utility companies under ordinance or statute to utilize publicly owned property in providing utility service; provided however, such utility easements shall not unreasonably or unnecessarily interfere with Hilton's proper use, development, and maintenance of the Premises. Such inspections shall be undertaken only at reasonable times.

C. Reserved Rights of Development: The City at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Wingman from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor would limit the usefulness of the Airport or constitute a hazard to aircraft.

## **ARTICLE VIII LEASEHOLD IMPROVEMENTS**

A. City Improvements: The City has agreed to make certain improvements to the Premises as follows: No improvements to be made by the City.

B. Wingman's Improvement: Wingman may make improvements to the Premises pursuant to the following:

1. All contractors doing work on the Premises must be licensed by the County of DeSoto or be registered or certified by the State of Florida. Appropriate permits must be obtained from the City and/or the County of DeSoto, prior to commencement of any building, electrical, or plumbing work on the leased premises. A clearance must also be obtained from the DeSoto Fire Department and DeSoto County Health Department, if applicable.

2. All improvements are to be submitted to the Airport Director for review and approval prior to any construction activities being undertaken.

3. It is agreed and understood that all structures and leasehold improvements undertaken pursuant to this provision shall become the sole and exclusive property of the City upon the termination of this Agreement.

4. The City's title and interest in the leased premises shall not be liable for or subject to liens arising out of any improvements on the property. Wingman, its heirs or assigns shall notify all contractors, subcontractors, materialmen, mechanics, laborers, and others who perform any work, labor or services or who finish any material, or otherwise participate in the improvements to the property that Wingman has no power to subject the City's interest to any claim for contractors', materialman's, or laborer's liens, or for any other lien, mortgage or encumbrance.

5. If any leasehold improvements shall be damaged or destroyed, then Wingman shall repair or replace the same, returning them to pre-damage condition, within a reasonable period of time, not to exceed sixty (60) days.

6. Wingman is hereby granted the right to make reasonable improvements located on the Premises as from time-to-time it shall desire to make, provided however, that said alterations requiring a building permit must be approved in advance in writing by the City, which approval shall not be unreasonably withheld.

7. Wingman understands and agrees that the hanger in which maintenance and repair work is being performed from is a shared hanger of three (3) units and any damages arising to other hangers or articles stored in the other hangers from Wingman's operation will be the sole responsibility of Wingman.

#### **ARTICLE IX MAINTENANCE**

Wingman agrees to properly maintain and be solely responsible for the maintenance of the leased Premises, shall keep the grounds and building in a safe, neat, and presentable condition, and shall not suffer or permit waste or deterioration of the Premises. Wingman and the City hereby acknowledge that they have inspected the Premises described herein, and Wingman accepts them in their present condition, without warranties of any kind from the City as to the suitability or safety of the Premise for its intended use.

**ARTICLE X  
INSURANCE**

A. Required Insurance: Wingman shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Wingman’s sole expense, the following insurance:

1. Commercial General Liability: Wingman shall maintain a policy for liability insurance which shall include bodily injury, personal injury and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability. Coverage shall be per occurrence to protect the City against claims for injury or death to persons and damage to property while on or about the leased premises in the minimum amount of One Million (\$1,000,000.00) combined single limits for bodily injury, personal injury and property damage. The City shall be an additional insured on any such policy.

2. Hangerkeeper’s Liability. Wingman shall maintain a policy for hangerkeeper’s liability to include property damage for all non-owned aircraft under the care, custody and/or control of the Operator as follows:

| HANGERKEEPER’S LIABILITY – Largest Aircraft Accommodated |                 |             |
|--|-----------------|-------------|
| SE Piston Group I  | Each Aircraft   | \$250,000   |
|  | Each Occurrence | \$500,000   |
| ME Piston Group I  | Each Aircraft   | \$500,000   |
|  | Each Occurrence | \$1,000,000 |
| Turboprop Group I  | Each Aircraft   | \$1,000,000 |
|  | Each Occurrence | \$2,000,000 |
| Turboprop Group II                                       | Each Aircraft   | \$2,000,000 |
|  | Each Occurrence | \$4,000,000 |

3. Real and Personal Property Casualty Insurance: Wingman shall maintain a Fire Policy, including all risk endorsement and extended coverage endorsement in the amount of the buildings just value. The coverage shall be written on a repair or replacement cost basis, and shall include necessary demolition and debris removal. The City shall be named insured on any such policy.

4. Certificate of Insurance: A Certificate of Insurance, evidencing the coverage stated above, shall be delivered to the City at least ten (10) days prior to Wingman taking possession of the Premises. This certificate shall also provide that the City shall each receive written notification directly from the insurer at least thirty (30) days in advance of any cancellation or lapse of such insurance.

5. Insurance/Hold Harmless: Wingman shall protect and save the City harmless from any and all liability arising out of any act, omission, or negligence, or alleged act, omission, or negligence, of any officer, agent, employee, licensee, or invitee of Wingman. Wingman shall indemnify and save the City harmless from any costs, loss, damage, or expense arising out of or in connection with any accident causing death or injury to any person, or damage to any property on the leased premises, arising out of Wingman’s use of the Premises.

6. Notice: The City and Wingman mutually agree to notify the parties hereto in writing as soon as practicable of any claim, demand, or action arising out of an occurrence covered hereunder of which each has knowledge or becomes aware, and each shall cooperate in the investigation and defense thereof.

## **ARTICLE XI WINGMAN AS INDEPENDENT CONTRACTOR**

In conducting its business hereunder, Wingman acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction, and payment of Wingman's employees shall be the sole responsibility of Wingman, and the City shall not attempt to exercise any control over the daily performance of duties by Wingman's employees.

## **ARTICLE XII NON-DISCRIMINATION**

Wingman, for itself, successors in interest or assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land during the term of this Agreement that in the event facilities are constructed, maintained, or otherwise operated on the Premises, Wingman shall maintain and operate such facilities and services in compliance with all other requirements imposed, pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

Wingman, for itself, successors in interest or assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land during the term of this Agreement that:

A. No person on the grounds of race, color, gender, religion, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, gender, religion, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. Wingman shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

D. In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement provided however the procedures of 49 CFR have been followed and completed, including expiration of appeal rights.

**ARTICLE XIII  
ASSIGNMENT**

Wingman shall not, without prior written notice to and upon written approval of the City, mortgage or encumber its leasehold estate herein, or transfer or assign the same, or sublet the premises or any part thereof to one or more sub-lessees. In no event shall Wingman be released from any obligations or liabilities imposed by the terms of this Agreement unless so released by the City. Any assignment or sublease shall be for purposes which do not violate zoning regulation or include any unlawful, noxious, or offensive activities. No use shall be made of the Premises which will constitute a hazard or interference with air traffic to and from the Airport.

**ARTICLE XIV  
REQUIREMENTS OF THE UNITED STATES**

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or actions of Lessor or the United States pursuant thereto. During any national emergency declared by the President or by the Congress, the United States shall have the right to take exclusive or non-exclusive control and possession of the Premises, or of such portion thereof it may desire, with the rent to be abated accordingly in proportion to said occupancy.

**ARTICLE XV  
DEFAULT AND TERMINATION**

A. Termination by Wingman: This Agreement shall be subject to termination by Wingman in the event of anyone or more of the following events:

1. The abandonment of the Airport as an airport or airfield for the type of activity specified under this Agreement.
2. Damage to or destruction of all or a material part of the Premises or Airport facilities necessary to the operation of Wingman's business.
3. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control, or use of the Airport or any substantial part or parts thereof, in such a manner as to restrict substantially Wingman from conducting business operations for a period in excess of ninety (90) days.

B. Termination by the City: This Agreement shall be subject to termination by the City in the event of any one or more of the following events:

1. The default by Lessee in the performance of any of the terms, covenants, or conditions of this Agreement, including rental or fee payments, and the failure of Wingman to remedy, or undertake to remedy, to the City's satisfaction, such default for a period of thirty (30) days after receipt of notice from the City to remedy the same.

2. Wingman files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Wingman and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

3. An assignment of this Lease, without prior written consent of the City. In this provision, an assignment or transfer of this Lease shall include any and all interest which one may have or claim in this Lease.

C. Exercise: Exercise of the rights of termination set forth in Paragraphs A and B, above, shall be by written notice to the other party.

D. Removal of Property: Upon termination of this Agreement for any reason, Wingman, at its sole expense, shall remove from the Premises all signs, trade fixtures, furnishings, personal property, equipment, and materials which Wingman was permitted to install or maintain under the rights granted herein, excluding buildings, hangars, sheds, or structures of any kind. If Wingman shall fail to do so within thirty (30) days, then the City may effect such removal or restoration at Wingman's expense, and Wingman agrees to reimburse the City for such expenses promptly upon receipt of a proper invoice thereof.

E. Cause of Breach; Waiver:

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Wingman to pay fees, rents, or other charges to the City.

2. The waiver, or delay in enforcement, of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation, or default in or with respect to the same or any other covenant or condition thereof. Any waiver by the City must be obtained in writing by Wingman.

## **ARTICLE XVI MISCELLANEOUS PROVISIONS**

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

B. Severability: If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. Attorney Fees: In the event either party is forced to retain or employ an attorney for enforcement or collection, the non-prevailing party shall pay all costs thereof, including all reasonable attorneys' fees.

D. Notices: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

To the City:                   City of Arcadia  
  Attn: Airport Director  
  23 N. Polk Ave.  
  Arcadia, FL 34266

To Lessee:                   Wingman Aviation  
  2807 NW Haile Dean Rd.  
  Arcadia, FL 34266

E. Headings: The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

F. Governing Law: This Agreement is to be construed in accordance with the laws of the State of Florida.

G. Venue: The parties herein stipulate that any litigation arising out of the terms of this Agreement shall be held in the Twelfth Judicial Circuit in and for DeSoto County, Florida.

H. Successors and Assigns: All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties hereto have set their hands on the date first above written.

ATTEST:

**CITY OF ARCADIA, FLORIDA,**  
a municipal corporation created and existing  
under the laws of the State of Florida

By: \_\_\_\_\_  
Virginia Haas, City Recorder

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

APPROVED AS TO FORM:

By: William S. Galvano, City Attorney

**WINGMAN AVIATION**

By: Rickey Hilton, President

WITNESSES:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by RICKEY HILTON as President of Wingman Aviation. He is personally known to me or produced \_\_\_\_\_ as identification, and he did not take an oath.

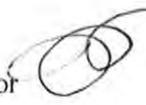
\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

(Seal)



## MEMORANDUM

TO: Arcadia City Council

FROM: Judi Jankosky, Interim City Administrator 

DATE: July 12, 2012

SUBJECT: Continuing Discussion Regarding the Arcadia Municipal Mobile Home Park

Mobile Home Park residents have been asking for a fence around the park to help reduce non-resident foot and vehicular traffic that unfortunately has resulted in numerous items being stolen from mobile homes, yards and carports. As you are aware, FDOT may be constructing a sound barrier wall along the east boundary/Hwy 17. I have attached examples of the walls and a map showing the proposed locations of the wall and fence. \$40,000 was budgeted this year for capital improvements at the park, fence being one of the projects. Staff has obtained three quotes to construct a 6' chain link fence around the remaining perimeter of the park which are all under the \$15,000 procurement threshold for closed bid and council approval requirements; however, I wanted to keep Council informed of the project and seek direction regarding the streets before we proceed further.

The park is laid out such that there are several streets that exit to either Hibiscus or Palm Drive. To maximize its purpose, constructing the chain link fence will cut off several of the streets. Because the property is public property we can not totally close the park off but we can limit access by limiting access points. The plan would be to leave Maine and (north) Arizona open; however, Texas, Kentucky, Colorado and Delaware would be cut off. FDOT is realigning Palm to match MLK and the intersection will have a traffic signal. Maine will become a right in and right out only and Arizona will be the exit to take to get to the signaled intersection to go left (or right).

Staff has had conversation with County Fire and there is not an issue with closing those streets as long as we provide gates (locked and keyed) at each street that fire can access. Gates are included in the quotes. Keys would be provided to fire, EMS and law enforcement.

The plans were also provided to the post office over a month ago and no comments or concerns have been brought forward.

The final question before the project moves forward is does Council approve of closing off Texas, Kentucky, Colorado and Delaware to through traffic, leaving Maine and Arizona as the public ingress/egress to/from the park.

# Highways or Arterials - Ashlar Stone

(See detailed description of post and panel textures below)



**Gray (Federal Shade No. 36314)**



**Light Beige (Federal Shade No. 33578)**



**Dark Beige (Federal Shade No. 33522)**



**Representative Texture**

**Horizontal Band Width to vary as follows:**

| <b>Barrier Height</b>       | <b>Top Horizontal Band Width</b> |
|-----------------------------|----------------------------------|
| <b>8 feet or less</b>       | <b>8 inches</b>                  |
| <b>9 feet to 14 feet</b>    | <b>16 inches</b>                 |
| <b>Greater than 14 feet</b> | <b>24 inches</b>                 |

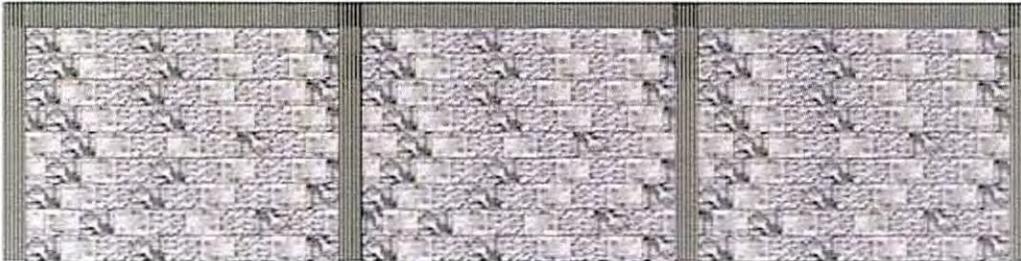
**PANELS:** Ashlar Stone (Index 5201, Type B) With Smooth (Index 5201, Type A) Horizontal Band at top, Recessed Panel (Index 5203)

**POSTS:** Smooth (Index 5201, Type A)

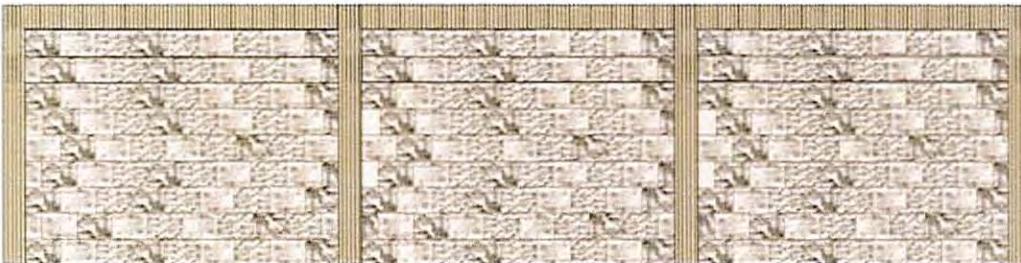
Colors may vary due to reproduction

# Highways or Arterials - Split Face Running Bond Block

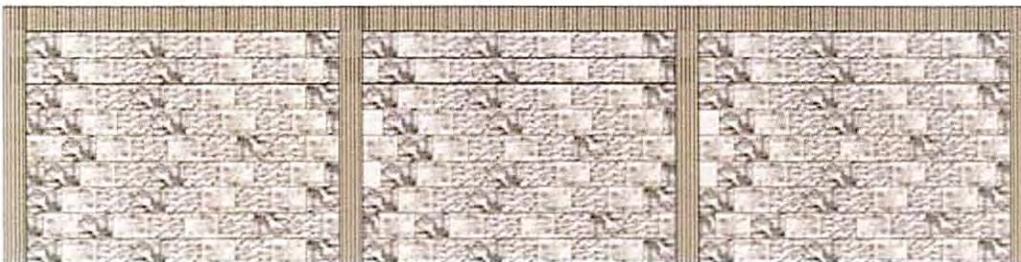
(See detailed description of post and panel textures below)



**Gray (Federal Shade No. 36314)**



**Light Beige (Federal Shade No. 33578)**



**Dark Beige (Federal Shade No. 33522)**



**Representative Texture**

**Horizontal Band Width to vary as follows:**

| Barrier Height       | Top Horizontal Band Width |
|----------------------|---------------------------|
| 8 feet or less       | 8 inches                  |
| 9 feet to 14 feet    | 16 inches                 |
| Greater than 14 feet | 24 inches                 |

**PANELS:** Split Face Running Bond Block (Index 5201, Type C) With Vertical Fractured Fin (Index 5201, Type G) Horizontal Band at top, Recessed Panel (Index 5203)  
**POSTS:** Vertical Fractured Fin (Index 5201, Type G)

Colors may vary due to reproduction

# Highways or Arterials - Smooth and Ashlar Stone Combination

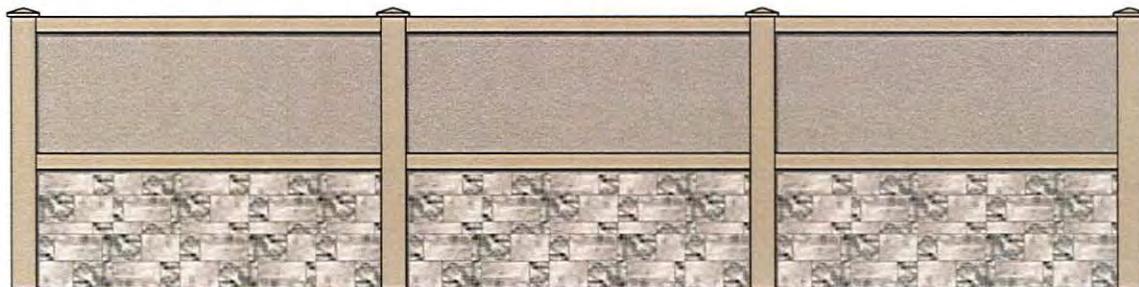
(See detailed description of post and panel textures below)



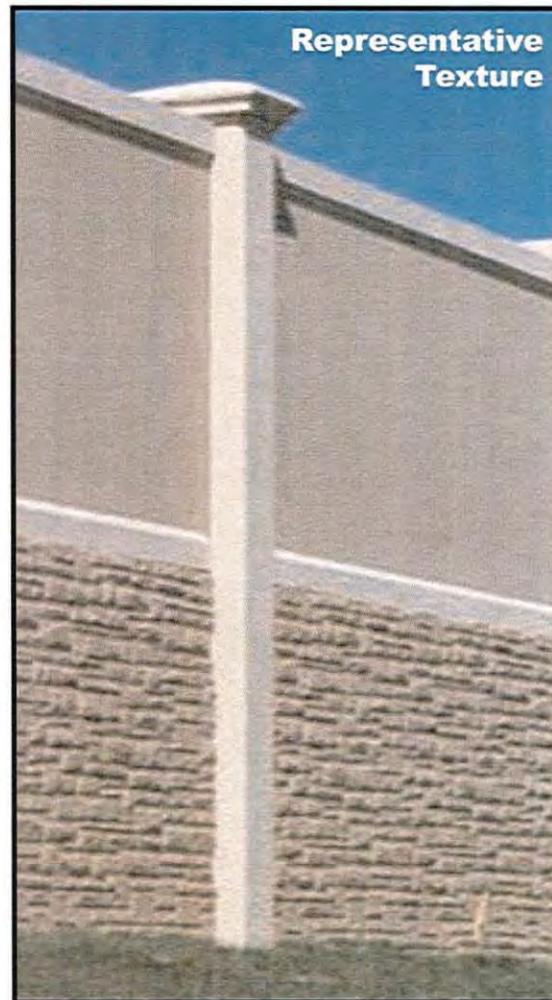
**Gray (Federal Shade No. 36314)**



**Light Beige (Federal Shade No. 33578)**



**Dark Beige (Federal Shade No. 33522)**



**PANELS:** Recessed Panels (Index 5203) with an Ashlar Stone Bottom Panel (Index 5201, Type B) and a Smooth Top Panel (Index 5201, Type A) with a Smooth Band at the Top and Middle

**POSTS:** Smooth (Index 5201, Type A) with a Precast Post Cap (Index 5207, Type C)

Colors may vary due to reproduction



DESCRIPTION  
 Engineering & Surveying, Inc.  
 engineering review meeting.

**AIM ENGINEERING & SURVEYING, INC.**  
 5802 BRECKENRIDGE PARKWAY, SUITE 100  
 TAMPA, FLORIDA 33610  
 TEL: (813) 827-4144  
 FAX: (813) 884-1899 WWW.AIMENGR.COM

| STATE OF FLORIDA<br>DEPARTMENT OF TRANSPORTATION |        |                      |
|--|--------|----------------------|
| ROAD NO.   | COUNTY | FINANCIAL PROJECT ID |
| 35   | DESOLO | 193898-2-52-01       |

**ROADWAY PLAN**  
**SR 35**

SHEET  
 NO.  
 11

**ORDINANCE NO. 975**

**AN ORDINANCE DELETING SECTION 70-6 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Sec. 70-6 of the Code of Ordinances of the City of Arcadia regulates the discharging of firearms; and

**WHEREAS**, Florida Courts have determined that Chapter 790 of the Florida Statutes preempts local laws on firearms; and

**WHEREAS**, it is in the best interest of the citizens of the City of Arcadia that Sec. 70-6 of the Code of Ordinances of the City of Arcadia be deleted,

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

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

**SECTION 2.** Amendment of the Code of Ordinances. Section 70-6 of the Code of Ordinances of the City of Arcadia is hereby deleted.

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

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

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

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

CITY OF ARCADIA, FLORIDA

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS J. WOHL, CITY ATTORNEY

**ORDINANCE NO. 976**

**AN ORDINANCE AMENDING SECTION 60-3 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO PERMIT CITIZENS OF DESOTO COUNTY TO SERVE ON THE HISTORIC PRESERVATION COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Sec. 60-3 of the Code of Ordinances of the City of Arcadia regulates the Historic Preservation Commission; and

**WHEREAS**, citizens of DeSoto County should be permitted to serve on the Historic Preservation Commission; and

**WHEREAS**, it is in the best interest of the citizens of the City of Arcadia that Sec. 60-3 of the Code of Ordinances of the City of Arcadia be amended,

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

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

**SECTION 2.** Amendment of the Code of Ordinances. Section 60-3 of the Code of Ordinances of the City of Arcadia is hereby amended as follows:

**“Sec. 60-3. Historic Preservation Commission.**

A Historic Preservation Commission is hereby created. The City Council, in its discretion, may constitute a separate commission to sit in this capacity or may appoint the local planning agency for the City to serve in this capacity. If a separate body is constituted to serve in this capacity, the membership shall consist of at least seven (7) members and shall be comprised as follows, if available in the community: at least one member shall be a registered architect; at least one member shall be a historian; at least one member shall be a licensed real estate broker; all members shall have a known interest in historic preservation; and all members shall be citizens of ~~the city~~ DeSoto County. The commissioners shall be appointed by majority vote of the city council. The city administrator, or his/her designee, shall provide any necessary clerical or administrative support for the commission.”

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

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

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

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

CITY OF ARCADIA, FLORIDA

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS J. WOHL, CITY ATTORNEY