



**AGENDA
ARCADIA CITY COUNCIL
CITY COUNCIL CHAMBERS
23 NORTH POLK AVENUE, ARCADIA FL
TUESDAY, JULY 21, 2015
6:00 P.M.**

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

PRESENTATION

1. Presentation to Charles R. Huckaby – Retirement after 22 years of service
(Mayor Wertz-Strickland)
2. Presentations to Steve Underwood, Bobby Skinner, Jeff Collins and Glenn Peebles –
DeSoto County Chamber of Commerce Annual Tater Hill Fun Shoot
(Mayor Wertz-Strickland)

CONSENT AGENDA

3. City Council Minutes for July 7, 2014 (Penny Delaney – City Clerk)
4. City of Arcadia Municipal Airport Report (Terry Stewart – City Administrator)
5. Special Event Permit – NAACP Family Fun Day (Terry Stewart – City Administrator)
6. Special Event Permit - Antique Association Fair of Arcadia (Terry Stewart –
City Administrator)

ACTION ITEMS

7. Special Event Permit – Team Arcadia Car Show (Terry Stewart – City Administrator)
8. Second Reading – Ordinance No. 1006 Repealing Ordinance 70-4; Swimming in Peace
River (City Attorney – T.J. Wohl)
9. Airport Leases (Terry Stewart – City Administrator)
 - a. FBO Lease including Exhibit A
 - b. Butler Building Lease

COMMENTS FROM DEPARTMENTS

10. City Marshal
11. City Attorney
12. Finance Director
13. City Administrator

PUBLIC (Please limit presentation to three minutes)

MAYOR AND COUNCIL REPORTS

ADJOURN

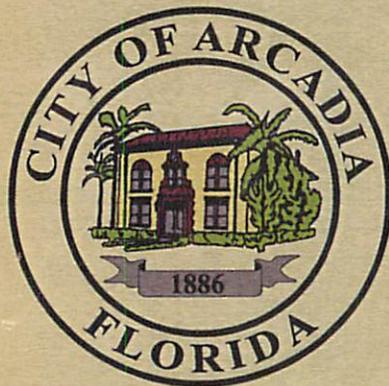
NOTE: Any party desiring a verbatim record of the proceedings of this hearing for the purpose of appeal is advised to make private arrangements therefore.

PLEASE TURN OFF OR SILENCE ALL CELL PHONES

PRESENTATION No. 1

Presented to
Charles R. Huckaby

In appreciation for
22 years
of outstanding service
to the City of Arcadia
Mobile Home Park.



June 28, 1993 ~ July 31, 2015

PRESENTATION No. 2

Presented to

Steve Underwood

1st Place in the 2015 DeSoto County
Chamber of Commerce
Annual Tater Hill Fun Shoot



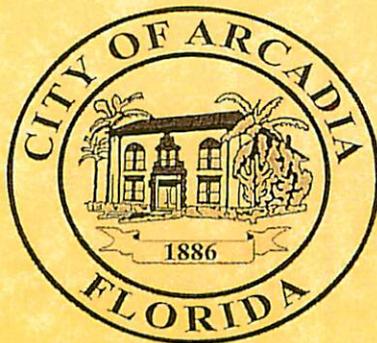
Judy Wertz Strickland
Judy Wertz-Strickland, Mayor

Presented to

Bobby Skinner

1st Place in the 2015 DeSoto County
Chamber of Commerce

Annual Tater Hill Fun Shoot



Judy Wertz Strickland

Judy Wertz-Strickland, Mayor

Presented to

Jeff Collins

1st Place in the 2015 DeSoto County
Chamber of Commerce
Annual Tater Hill Fun Shoot



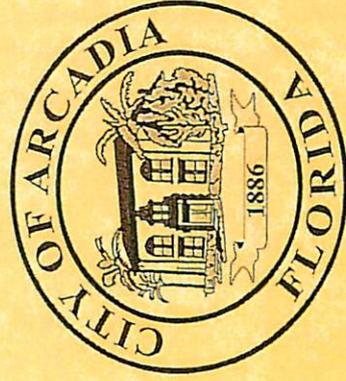
Judy Wertz Strickland

Judy Wertz-Strickland, Mayor

Presented to

Glenn Peebles

1st Place in the 2015 DeSoto County
Chamber of Commerce
Annual Tater Hill Fun Shoot



Judy Wertz Strickland
Judy Wertz-Strickland, Mayor

AGENDA No. 3



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: July 21, 2015

DEPARTMENT: Administration

SUBJECT: Minutes from July 7, 2015

RECOMMENDED MOTION: Approval of July 7, 2015 Meeting Minutes as presented.

SUMMARY:

FISCAL IMPACT: _____ () Capital Budget
() Operating
() Other

ATTACHMENTS: () Ordinance () Resolution () Budget (x) Other

Department Head: Penny Delaney

Date: 07/09/15

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

Interim City Administrator:

Date:

COUNCIL ACTION: () Approved as Recommended () Disapproved
() Tabled Indefinitely () Tabled to Date Certain _____ () Approved with Modifications

**AGENDA MINUTES
CITY COUNCIL
CITY OF ARCADIA
TUESDAY, JULY 7 2015
6:00 P.M.**

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

INVOCATION, PLEDGE, CALL TO ORDER AND ROLL CALL

Carlos Osorio of the Salvation Army gave the invocation which was followed by the pledge of allegiance. The Mayor called the meeting to order at approximately 6:00 p.m. and the following members and staff were present:

Arcadia City Council

Mayor Judy Wertz-Strickland
Deputy Mayor Alice Frierson
Councilmember Joseph E. Fink

Councilmember Susan Coker
Councilmember S. Delshay Turner

Arcadia City Staff

City Administrator Terry Stewart
City Attorney TJ Wohl

City Clerk Penny Delaney
Lieutenant Gary Evans

PRESENTATION

Agenda Item 1 – Worldwide Door Components, Inc.

Jerry and Beth Monts De Oca, owners of Worldwide Door Components, Inc., made a presentation before City Council. Mrs. Monts De Oca advised that they had purchased the old transformer building at 101 W. Palmetto last November to be their new headquarters. She explained that they actually have two (2) businesses that are housed out of the building: Worldwide Door Components and Worldwide LED Lighting Company. Mr. Monts De Oca, the founder of the company, reviewed the products that they offer while Mrs. Monts De Oca advised that they would be bringing people into Arcadia, both customers and creating jobs for the factory.

CONSENT AGENDA

- Agenda Item 2 – City Council Minutes for February 6, 2014**
Agenda Item 3 – City Council Minutes for June 16, 2015

Councilmember Fink made a motion to accept the consent agenda as presented and Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

ACTION ITEMS

Agenda Item 4 – Request of Salvation Army Regarding Use of Old Police Department

Carlos Osorio advised that the Salvation Army didn't have a permanent location and had been operating out of the Housing Authority. He addressed the assistance that Salvation Army provides to the local citizens and pointed out same could increase with a local facility. Mr. Mike Provau stated that the Salvation Army has stability, a great reputation, and has been a part of the culture in Arcadia for a long time. He stated they would like to be the City's social services department.

The City Administrator advised Council that as they had requested him to take a look at the request, he had to approach it from a business perspective. He stated there was something missing in his ability to provide the necessary guidance to Council and that was a full and complete understanding of the City's assets and resources when it comes to the issue of property. He advised staff was working on that inventory and he had been advised by the Finance Director that it was near completion. Mr. Stewart informed Council that the properties had been identified and staff now had to ensure they had a clear understanding of what those properties were being used for. He advised all information on such would be brought to City Council so that they may have a full scope of what the City has, what is available, what they might need for future use, etc. Mr. Stewart said until such time as all the information is collected, he could not recommend that they do it or not do it based on a business decision.

Councilmember Fink asked how soon the City Administrator thought he might have a recommendation for Council on the matter and Mr. Stewart responded by saying that he should receive the complete report within a two (2) week period. Mr. Stewart stated that he would like to have a few days to digest the information and make an analysis and he felt it would be in August at the earliest. Councilmember Fink made a motion to table the item until date certain, the first meeting of August, and that the City Manager come back with a report at that time on this and the compiled list for what they had asked for previously. Councilmember Coker seconded the motion. Mr. Stewart asked for confirmation that he was to come back with the report itself and based upon that report, the recommendation of whether it makes sense to move forward with the request from the Salvation Army and Councilmember confirmed same. Deputy Mayor Frierson stated that she would like to see this go through and felt that the Salvation Army's presence in the community is needed. Mr. Stewart asked Mr. Provau for contact information so that he could touch base with him regarding exactly how the property is to be used and what the expectation is as far as the compensation, if any, to help him formulate his recommendation. Mr. Provau acknowledged Mr. Stewart's request and welcomed him to Arcadia. No discussion followed and it was unanimously, 5/0, approved.

Agenda Item 5 – Property Maintenance Standards Review Committee Selection

The City Administrator explained that the committee was formulated to take a look at the current standards of codes that the City has and to make recommendations for changes to those codes. He advised that one of the positions on the committee was vacant and that said vacancy had been advertised. He explained that since the Council's packets had been prepared, another application had come in. He stated that it was not included in the packet, but he left it up to Council as to whether they wished to consider the second application. There was a consensus to include the second application in Council's consideration. Councilmember Fink stated that he thought the committee had made their recommendation to Council and asked if they were going to meet anymore. Mr. Stewart pointed out that Arcadia didn't have the International Property Maintenance Code and this is a code that he had utilized in every other community that he has worked in. He requested that Council enable staff to take a look at the model code and if it is desired of the Council to give them the latitude to look at it, perhaps the committee could serve in that function as well. There was discussion of where the applicants lived and how such should be taken into consideration for the position on the committee. Councilmember Fink stated that for expediency's sake, he would nominate Mr. Enderby for the position and Councilmember Turner seconded the motion. No discussion followed and it was unanimously, 5/0, approved.

COMMENTS FROM DEPARTMENTS

Lieutenant Gary Evans advised that Marshal Anderson was on vacation and pointed out that the Police Department Report had been provided to City Council. He asked if there were any questions and there were none.

The City Attorney updated City Council regarding the negotiations with Eagle Vista as the fixed base operator. He advised that the City Administrator, the Finance Director and himself had met with the Berrys and their attorney to review the lease. He further advised that he and the Berry's attorney are to meet tomorrow to try to finalize everything. Mr. Wohl stated that that goal is to get it on the agenda for Council's approval for the July 21, 2015 meeting.

Mayor Wertz-Strickland introduced Terry Stewart as the new City Administrator. Mr. Stewart expressed his gratitude for enabling him to work with the community. He advised the staff had gone out of their way to be helpful. He then stated that there was a lot to accomplish and the first thing he wanted to discuss was the concerns regarding infrastructure and he referenced the wash-out on Hickory and Orange Avenue. Mr. Stewart advised that the estimation was that it would be completed and the road would be open by Friday. He stated it would not be cheap to fix it and he and staff had been working very hard on it. At this point, he commented that there are road and infrastructure issues that are fairly significant, but there is not a road map for either the roads or the underground utilities. Mr. Stewart advised that he had learned there was some background work that had been done in that regard in the past and a records research was being done to find it. He stated it will take time to accomplish and they will move forward with improving the roads and doing what they can with the limited resources that they have.

Mr. Stewart then addressed the subject of staff meetings. He stated that they had held the first one and it went well, while addressing the action register list which is a written list that identifies the major actions before the City and keeps the progress of such. Mr. Stewart advised that Council would receive the first weekly report on Monday and he expressed his desire to have it posted on the City's website if Council was comfortable with such.

Mr. Stewart addressed the negotiations with Eagle Vista and stated that it went well. He advised Council that the lease would be presented to them for their comments.

PUBLIC

Charles Conklin, a City resident, expressed his pleasure with the speed bumps in the Bridle Path area, but advised that the speed limit sign had been taken down and never replaced. The City Administrator advised that he would look into it.

MAYOR AND COUNCIL REPORTS

Councilmember Coker thanked everyone for participating in the parade. She also welcomed Mr. Stewart and stated that she looked forward to working with him.

ADJOURN

Councilmember Fink made a motion to adjourn and Councilmember Coker seconded the motion. No discussion followed and it was unanimously, 5/0, approved. Having no further business at this time, the meeting was adjourned at approximately 6:54 P.M.

ADOPTED THIS ___ DAY OF _____, 2015.

By:

Judy Wertz-Strickland, Mayor

ATTEST:

Penny Delaney, City Clerk

AGENDA No. 4



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: July 21, 2015

DEPARTMENT: Administration

SUBJECT: City of Arcadia Municipal Airport Report

RECOMMENDED MOTION: Approval of City of Arcadia Municipal Airport Report as presented.

SUMMARY:

FISCAL IMPACT: _____ () Capital Budget
() Operating
() Other

ATTACHMENTS: () Ordinance () Resolution () Budget (x) Other

Department Head: _____ Date: _____

Finance Director (As to Budget Requirements) _____ Date: _____

City Attorney (As to Form and Legality) _____ Date: _____

Interim City Administrator: _____ Date: _____

COUNCIL ACTION: () Approved as Recommended () Disapproved
() Tabled Indefinitely () Tabled to Date Certain _____ () Approved with Modifications



City of Arcadia Municipal Airport

Flowage & Hangar Rent Report- June 2015

To: City Council

From: Shelley Peacock

AVFuel has been out	<i>zero dollars collected</i>
Hangar Rent \$	\$ 6,613.44/100%
Tie Down Fees- 2	\$ 10.00/100%
Vehicle Parking	.00/0
(2- Vehicles parked in parking lot more than a month- zero charge)	
Total airport funds collected	\$ 6,623.44

Previous Month- May \$ 5,042.22

Month- April \$ 6,509.93

Previous Year June 2014 \$ 4,751.01

Special notes:

A2 has not paid. 241.88 X 3 months
F Michael Ruple has not paid 321.00
X 3 months

Total Not collected \$1,869.99

AGENDA No. 5



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: July 21, 2015

DEPARTMENT: Code Enforcement

SUBJECT: NAACP Family Fun Day

RECOMMENDED MOTION:

Approval of Event

SUMMARY: The NAACP is requesting to hold a special event on July 25, 2015 at Louis Anderson Park from 10:00 am – 2:00pm. They will be having a family fun day to give back to the community and provide entertainment for the youth and parent participation.

FISCAL IMPACT: None

Capital Budget

Operating

Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay

Date: 07/21/15

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart

Date:

COUNCIL ACTION: Approved as Recommended

Disapproved

Tabled Indefinitely Tabled to Date Certain _____

Approved with Modifications

NAACP

Desoto County Branch, Unit 5098

P.O. Box 46

Arcadia, Florida 34265

July 6, 2015

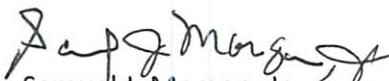
Mr. Terry Stewart
City Administrator
Arcadia, Florida 34266

Dear Mr. Stewart:

Enclosed is the Special Events Application for the NAACP Family Fun Day. We would like to use Louis C. Anderson Park for the venue. If approved, the event will be held on July 25, 2015 from 10:00 am to 2:00 pm. The contact for the event is Ms. Linda Howell, (863) 558-2919. I have also enclosed a flyer for your information.

Thank you for your assistance.

Respectfully,


Samuel J. Morgan, Jr.

President

Enclosure

cc: Ms. Linda Howell

RECEIVED
JUL 08 REC'D
CITY OF ARCADIA

SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

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

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

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

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



Signature of Applicant/Event Sponsor

6/18/15

Date

SAMUEL J MORGAN

PRINTED Name of Above

Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

RECEIVED
JUL 08 REC'D
CITY OF ARCADIA

Date Submitted: 6/8/15
Event Name: Family Fun Day
Event Location: Lewis Anderson Park
Date(s) of Event: 7/20/15
Hours of Event: 10 a.m. - 2:00 p.m.
Expected Attendance: 45
Event Sponsor: NAACP
Non-Profit? YES NO
Description of Event: To give back to the community and to provide entertainment for the youth and parent participation

Contact Person: Linda Howell
Telephone (813) 558-8919
Fax #:
Insurance Carrier: MARSIA
Insurance Agent: NAACP
Agent's Phone:

- If Yes, please specify locations:
- Alcoholic Beverages? YES NO
 - Tents? YES NO
 - Cooking? YES NO
 - Outdoor Music? YES NO
 - Additional Electric? YES NO
 - Carnival Rides? YES NO
 - Wildfire? YES NO
 - Fireworks? YES NO
 - Signs Displayed? YES NO
 - Set-up/Clean-up by City? YES NO
 - City Police required? YES NO
 - Road Closures? YES NO

Other Pertinent Information:

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

Received by: _____
City Marshal _____ Approved
City Administrator _____ Approved
City Council _____ Approved
Date: ___/___/___
_____ Disapproved
_____ Disapproved
_____ Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, SAMUEL MORGAN, as PRESIDENT of _____
(Printed Name) (Title or Office Held)

NAACP DESSO COUNTY, do hereby agree to hold the City of Arcadia,
(Club, organization, group, etc)

its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the NAACP Youth Picnic to
(Name of Event)

be held at LOUIS C. ANDERSON PARK on JULY 25 2015.
(Location) (Date)

By: [Signature]
(Signature)

Printed Name: SAMUEL MORGAN

Entity Name: NAACP DESSO COUNTY

Its: _____

Date: 7/6/15

STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 6th day of July, 2010, by SAMUEL MORGAN, as PRESIDENT of NAACP DESSO COUNTY, who [] is personally known to me or [] has produced _____ as identification.

[Signature]
NOTARY PUBLIC

(SEAL)



AGENDA No. 6



CITY COUNCIL AGENDA ITEM

Requested Council Meeting Date: July 21, 2015

DEPARTMENT: Planning and Zoning

SUBJECT: Antique Association Fair of Arcadia

RECOMMENDED MOTION:

Conditional Approval. Conditional with prior approval including all allowances and restrictions provided in the application. Sponsor shall be permitted to carry forth activities identified in permit application until such time that the City enacts (if any) new application review standards, application permit fees, site planning, and liability insurance and City Council review criteria. Upon enacting of new special event standards, sponsor shall submit new application materials for City Council considerations and renewal.

SUMMARY: Antique Association is requesting to hold antique fairs every fourth Saturday of the month for a period of one year. This event will take place from the corner of S. Orange Ave./ W. Oak St. to the corner of E Oak St./S. Desoto Ave. The hours of this event will be from 6:00 am. to 3:00 pm.

FISCAL IMPACT: _____
 Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: Carl A. McQuay

Date: 07/21/15

Finance Director (As to Budget Requirements)

Date:

City Attorney (As to Form and Legality)

Date:

City Administrator: Terry Stewart

Date:

COUNCIL ACTION: Approved as Recommended Disapproved
 Tabled Indefinitely Tabled to Date Certain _____ Approved with Modifications

SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

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

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

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

Flo Rife / Antique Army of Arcadia president 6-2-15
Signature of Applicant/Event Sponsor Date

Flo Rife 8634942500
PRINTED Name of Above Contact Phone #



City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 6-4 -15

Event Name: ARCADIA ANTIQUES

Event Location: West of SB 17 to EAST of ORANGE AVE (3 Blocks)

Date(s) of Event: 4th Saturday Monthly Hours of Event: 8-3

Expected Attendance: VARIES between 1000 & 5000.

Event Sponsor: ANT. ASSN. of ARCADIA Non-Profit? X YES NO

Description of Event: ANTIQUES VENDORS SET UP ON SIDEWALKS, IN CITY PARK AND SUN TRUST PARKING Lot TO Sell MERCHANDISE

Contact Person: Flo Rife Telephone: (813) 494-2500

Fax #: Email: maddyantiques@earthlink.net

Insurance Carrier: Liberty Mutual INC

Insurance Agent: Charlotte Ins Agency Agent's Phone: 941-625-0717

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

If Yes, please specify locations: TENTS AND COOKING ARE ALLOWED IN BANK DR PARK AREA

Other Pertinent Information: THIS IS A VETTED SHOW LIMITED TO ANTIQUES AND VINTAGE (PRE 1960) MERCHANDISE.

Site plan encompasses three city blocks except where occupying merchant's subject.

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

Received by: City Marshal, City Administrator, City Council
Date: / /
Approved/Disapproved

INDEMNIFICATION & HOLD HARMLESS

I, Flo Rife, as president of

(Printed Name)

(Title or Office Held)

Ant. Assn of Arcadia, do hereby agree to hold the City of Arcadia,
(Club, organization, group, etc)

its agents and employees, harmless and indemnify same from any civil actions or claims of any nature made in connection with the event known as the 4th Sat. Antique Fair to
(Name of Event)

be held at Downtown Arcadia on 4th Sat. monthly.
(Location) (Date)

By: Flo Rife
(Signature)

Printed Name: FLO RIFE

Entity Name: ant. Assn. of Arcadia

Its: PRESIDENT

Date: 6-2-15

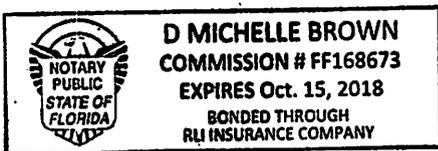
STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 2 day of June, ²⁰¹⁵~~2010~~, by Flo Rife, as President of Antiques Association of Arcadia who is personally known to me or has produced _____ as identification.

D Michelle Brown
NOTARY PUBLIC

(SEAL)



Your Independent Liberty Mutual Insurance Agent:

CHARLOTTE INSURANCE AGENCY INC
PO BOX 494350
PT CHARLOTTE, FL 33949

(941) 625-0717

ANTIQUE ASSOCIATION OF ARCADIA
PO BOX 3400
ARCADIA, FL 34265

**Your
COMMERCIAL INSURANCE POLICY**

FIRST NATIONAL INSURANCE CO. OF AMERICA

A Stock Company
Safeco Plaza
Seattle, WA 98185-0001

1800
120907209462422010000080J



NAMED INSURED: ANTIQUE ASSOCIATION OF ARCADIA

POLICY NUMBER: 01-CH-298026-9

FORM OF BUSINESS: ORGANIZATION OTHER THAN A PARTNERSHIP OR JOINT VENTURE

LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY	
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU (ANY ONE PREMISES)	\$1,000,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$ 10,000
EMPLOYMENT PRACTICES LIABILITY	
AGGREGATE LIMIT	\$ 10,000
EACH CLAIM LIMIT	\$ 10,000

RETROACTIVE DATE OF 09-20-07 APPLIES TO SECTION I OF THE EMPLOYMENT PRACTICES LIABILITY FORM. THIS INSURANCE DOES NOT APPLY TO ANY 'EMPLOYMENT PRACTICES' WHICH OCCURRED BEFORE THE RETROACTIVE DATE.

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
------	------------------------------	----------	------	---------

COMMERCIAL GENERAL LIABILITY OTHER THAN PRODUCTS-COMPLETED OPERATIONS

PREMISES 1

41670	CLUBS - CIVIC, SERVICE OR SOCIAL - NO BUILDINGS OR PREMISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES - NOT-FOR-PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT (PER MEMBER)	20	3.2880 \$	66.00
	TO MEET COVERAGE MINIMUM			368.00

120907209462422010000803



RECEIPT

DATE 6/5/15

No. 049148

RECEIVED FROM Arcadium Antiques \$ 300.⁰⁰

Three hundred ⁰⁰/₁₀₀ DOLLARS

FOR RENT
 FOR Special Event Permit

check # 1717

ACCOUNT	
PAYMENT	<u>300.⁰⁰</u>
BAL. DUE	<u>0</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM 4th Sat Monthly

BY [Signature]

AGENDA No. 7



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: July 21, 2015

DEPARTMENT: Planning and Zoning
SUBJECT: Team Arcadia Car Show

RECOMMENDED MOTION:
Approval

SUMMARY: Team Arcadia is requesting to hold a car show at the corner of Oak Street and Polk Ave. on the following dates: July 18, 2015, August 15, 2015, and September 19, 2015. The event will be held between the hours of 4:30 pm to 8:30 pm.

FISCAL IMPACT: _____ () Capital Budget
() Operating
() Other

ATTACHMENTS: () Ordinance () Resolution () Budget (x) Other

Department Head: Carl A. McQuay Date: 06/30/15

Finance Director (As to Budget Requirements) Date:

City Attorney (As to Form and Legality) Date:

City Administrator: Terry Stewart Date:

COUNCIL ACTION: () Approved as Recommended () Disapproved
() Tabled Indefinitely () Tabled to Date Certain _____ () Approved with Modifications

SPECIAL EVENTS

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

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

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

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

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

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

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

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

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

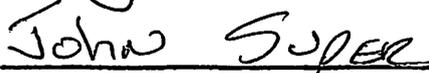
USE OF CITY PERSONNEL - If city personnel are used for set-up or clean-up, or for security, outside of normal work hours, it will be the responsibility of the event sponsor to pay the salary of those personnel for the time they spend on the event.

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

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



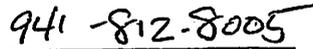
Signature of Applicant/Event Sponsor



PRINTED Name of Above



Date



Contact Phone #



3RD Saturday

City of Arcadia
SPECIAL EVENT PERMIT APPLICATION

Date Submitted: 6-29-15

Event Name CAR Show

Event Location oak & Polk

Date(s) of Event 7/18 8/15 9/19 Hours of Event 4:30 - 9:00

Expected Attendance 50

Event Sponsor TEAM ARCADIA Non-Profit? YES NO

Description of Event CAR Show

Contact Person John Super Telephone (941) 812-8005

Fax # _____ Email _____

Insurance Carrier VeSOTO Insurance

Insurance Agent Phil Agent's Phone on file

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

3RD SAT

If Yes, please specify locations:
Include Depot on oak to Polk

Other Pertinent Information: _____

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

Received by: _____	Date: ___/___/___
City Marshal _____	Approved _____ Disapproved _____
City Administrator _____	Approved _____ Disapproved _____
City Council _____	Approved _____ Disapproved _____

INDEMNIFICATION & HOLD HARMLESS

I, John Super, as President of

TEAM ARCADIA, do hereby agree to hold the City of Arcadia,
(Club, organization, group, etc)

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

be held at OAK ST on 7/18 8/15 9/19, 2015
(Location) (Date)

By: John Super
(Signature)

Printed Name: John Super

Entity Name: Team Arcadia

Its: President

Date: 6-30-15

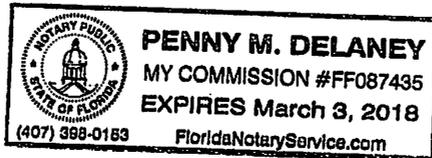
STATE OF FLORIDA

COUNTY OF DeSoto

Sworn to and subscribed before me this 30th day of June, 2015, by John Super, as President of Team Arcadia, who is personally known to me or has produced n/a as identification.

Penny M. Delaney
NOTARY PUBLIC

(SEAL)



RECEIPT

DATE 6/30/15

No. 049170

RECEIVED FROM

Sam Super

\$ 15.00

DOLLARS

FOR RENT Seventy-five 400lbs
Special Events Car Show

ACCOUNT	
PAYMENT	<u>15.00</u>
BAL. DUE	<u>0</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM 3mparts \$25.00 per month
BY CBleatts

AGENDA No. 8

ORDINANCE NO. 1006

**AN ORDINANCE OF THE CITY OF ARCADIA, FLORIDA;
REPEALING SECTION 70-4 OF THE CODE OF ORDINANCES OF
THE CITY OF ARCADIA REGARDING SWIMMING IN PEACE
RIVER; PROVIDING FOR CODIFICATION; PROVIDING FOR
SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on August 5, 2014, the City Council of the City of Arcadia, Florida ("City Council") adopted Resolution 2014-07 to create a Property Maintenance Standards Review Committee; and

WHEREAS, Resolution 2014-07 authorized the Property Maintenance Standards Review Committee to make recommendations to the City Council regarding revisions to the Code of Ordinances of the City of Arcadia, Florida (the "Code"); and

WHEREAS, Section 70-4 of the Code prohibits swimming in the Peace River; and

WHEREAS, neither the City of Arcadia, Florida nor any regulatory or law enforcement agency prohibit swimming in the Peace River within the corporate limits of the City of Arcadia, Florida; and

WHEREAS, the City Council desires the Code accurately reflect those acts which are actually regulated and prohibited within the corporate limits of the City of Arcadia, Florida; and

WHEREAS, it appears to be in the best interest of the citizens of the City of Arcadia to repeal Section 70-4 of the Code of Ordinances,

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

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

SECTION 2. Amendment of the Code of Ordinances. Section 70-4 of the Code of Ordinances of the City of Arcadia is hereby repealed and shall be of no further force and effect.

SECTION 3. Codification. The publisher of the City's Code of Laws, the Municipal Code Corporation, is directed to incorporate the repeal 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 _____, 2015.

CITY OF ARCADIA, FLORIDA

Judy Wertz-Strickland, Mayor

ATTEST:

By: _____
Penny Delaney, City Clerk

PASSED ON FIRST READING: _____, 2015

PASSED ON SECOND READING: _____, 2015

APPROVED AS TO FORM:

Thomas J. Wohl, City Attorney

AGENDA No. 9



CITY COUNCIL AGENDA ITEM
Requested Council Meeting Date: July 21, 2015

DEPARTMENT: Legal
SUBJECT: Airport Leases

RECOMMENDED MOTION FOR APPROVAL: Approve Arcadia Municipal Airport Operating / Building Lease Agreement for Fixed Base Operator and City of Arcadia Airport Commercial Lease Eagle Vistas, LLC.

SUMMARY:

FISCAL IMPACT: None Capital Budget
 Operating
 Other

ATTACHMENTS: Ordinance Resolution Budget Other

Department Head: _____ Date: _____

Finance Director (As to Budget Requirements) _____ Date: _____

City Attorney (As to Form and Legality) _____ Date: _____

City Administrator: Terry Stewart _____ Date: 07/21/15

COUNCIL ACTION: Approved as Recommended Disapproved
 Tabled Indefinitely Tabled to Date Certain _____ Approved with Modifications

Fixed Base
Operator Lease
including Exhibit A

ARCADIA MUNICIPAL AIRPORT
OPERATING / BUILDING LEASE AGREEMENT
FOR FIXED BASE OPERATOR

THIS AGREEMENT (the "Agreement"), made and entered into this ___ day of _____, 2015, by and between the **CITY OF ARCADIA**, a Florida municipal corporation, (hereinafter called the "Lessor") and **EAGLE VISTAS LLC**, a Florida limited liability company, (hereinafter called the "Lessee/Operator").

WITNESSETH:

WHEREAS, Lessor owns, controls, and operates the Arcadia Municipal Airport (the "Airport") in the City of Arcadia, State of Florida; and

WHEREAS, Lessor issued Request for Proposal ("RFP") entitled "Fixed Base Operation/Operator" intended to solicit proposals from experienced aviation firms for the provision of fixed base operator (FBO) functions and services at the Airport; and

WHEREAS, Lessee/Operator was the only aviation firm to respond to Lessor's RFP; and

WHEREAS, Lessee/Operator is qualified, ready, willing and able to rent airport facilities consistent with the Lessor's ownership, control and operation of the airport, as set forth herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS**. The recitals to this Agreement are incorporated as if stated herein and form the factual basis for the Agreement's inception and execution.
2. **TERM**. The term of this Agreement shall be for a period of two (2) years, commencing on July 24, 2015 and ending July 23, 2017, unless terminated earlier as provided in paragraph 14 of this Agreement.

Lessee/Operator has the option to renew this Agreement for three (3) additional terms of three (3) years each upon the same terms and conditions. Said options shall be exercised by Lessee/Operator's delivery of notice thereof to Lessor, in writing, not less than six (6) months prior to the end of the preceding term, if at all, and shall be effective only if Lessee/Operator is not in default under this Agreement.

3. **FBO OPERATIONS**. Lessee/Operator agrees to perform all necessary and appropriate, professional, day-to-day-fixed base operator (FBO) functions and advisory services as required by the City of Arcadia at the Airport and provide personnel that will be based at the FBO to carry out the day-to-day-operations, as detailed in the attached Exhibit "A".

4. **OPERATION PREMISES.**

A. Premises. For the Term of this Agreement, and pursuant to the terms and conditions herein, Lessor rents and Lessee/Operator leases the use of the following buildings, structures, areas, spaces and surrounding grounds as part of this Agreement, subject to the public's right to access as described in paragraph 4(B), below:

- 1) 6,000 square foot steel building ("Maintenance Hangar");
- 2) That certain parcel of vacant land immediately adjacent to the Maintenance Hangar described as follows: Commence at the East corner of the Maintenance Hangar; thence Northeasterly 55 feet along a line parallel to the Southeast side of the Maintenance Hangar; thence Northwesterly 144 feet along a line parallel to the Northeast side of the Maintenance Hangar; thence Southwesterly 155 feet along a line parallel to the Northwest side of the Maintenance Hangar; thence Southeasterly to the West corner of the Maintenance Hangar;
- 3) Terminal Building;
- 4) 50,000 square foot paved ramp area and tie downs;
- 5) 3,000 square foot parking lot;
- 6) 10,000 gallon bulk fuel tank and fuel pump attached thereto ("Fuel Farm") (collectively the "Premises").

B. Public Access. During the Term of this Agreement, Lessee/Operator shall, at all times, make the following portions of the Premises available to the public:

- 1) At least one-half (1/2) of the 50,000 square foot paved ramp area;
- 2) Five (5) tie-downs on the 50,000 square foot paved ramp area;
- 3) Bathrooms, common area and pilot's lounge located within the Terminal Building (during business hours).

Although such areas are required to be made available to the public, charges applicable to tie-downs on the 50,000 square foot paved ramp area imposed by Lessee/Operator shall apply.

5. **MAINTENANCE AND REPAIR.**

A. Lessee/Operator Responsibilities. Lessee/Operator agrees to keep in good condition and in a good state of repair, at all times, all grounds and structures of Premises. This includes performing all interior and exterior maintenance and repairs, for all other areas/buildings such that at the termination of the lease they are in the same condition as at the beginning of the term of this lease, ordinary wear and tear excepted. Lessee/Operator is responsible for all Interior Maintenance, Exterior Maintenance, and repairs not specifically stated herein as Lessor's responsibility. Lessee/Operator hereby acknowledges that it has inspected the Premises and accepts the buildings and surrounding grounds "as is." For the purpose of this Agreement, interior and exterior maintenance are defined as follows:

1) "Interior Maintenance" shall mean the maintenance and keeping in good repair, as may be applicable to the area/building, of the interior walls and ceilings, carpet/flooring, painting, repairs or alterations of plumbing, doors, windows and door glass, electrical fixtures, air conditioning, water fixtures, locking devices and all other fixtures; janitorial services such as sweeping, dusting, mopping, and waxing floors; relamping; re-carpeting if necessary; interior and exterior washing of windows; the arrangement for sanitary removal of trash from the premises; and replacement of expendable installed equipment, *i.e.*, light bulbs, and fire extinguishers.

2) "Exterior Maintenance" shall mean the maintenance and trimming and mowing of the grounds of the premises outside of the improvements and/or occupied or assigned with the buildings and keeping the grounds in a neat and orderly condition to include the sanitary removal of trash on the premises and preservation of vegetation as installed.

3) Pursuant to the Lessor's rights of inspections as set forth in paragraph 18(C) below, if after inspecting the Premises, Lessor determines that necessary repairs and maintenance (hereinafter the "Inspection Repairs" for purposes of this paragraph 5.A.3) should be completed by the Lessee/Operator then Lessor shall notify the Lessee/Operator of same in writing. If, within fifteen (15) days of delivery of Lessor's written notice, Lessee/Operator fails to make the Inspection Repairs, contract for the completion of the Inspection Repairs, or object in writing to the necessity of the Inspection Repairs or, if no written objection is made, fails to complete the Inspection Repairs within sixty (60) days of delivery of Lessor's written notice, then Lessor may at its option make such repairs and maintenance on behalf of the Lessee/Operator who shall be responsible for the costs and expenses of any such maintenance and repairs. If Lessee/Operator timely objects to the necessity of the Inspection Repairs and the parties cannot reach an agreement within ten (10) days of Lessor's receipt of Lessee/Operator's written objection, the parties shall hold an informal resolution conference in an effort to reach an amicable resolution. The informal resolution conference must be attended by the parties and at least one of their respective consultants. In the event Lessee-Operator reasonably believes the Inspection Repairs cannot be completed within sixty (60) days of delivery of Lessor's written notice, Lessee/Operator shall promptly notify Lessor, and the City Administrator, or designee, shall have authorization to determine if the circumstances warrant granting Lessee/Operator additional time to complete the Inspection Repairs. The failure of the Lessee/Operator to make the Inspection Repairs shall constitute a default of Lessee/Operator under this Agreement.

B. Lessor's Responsibilities. Lessor agrees to perform structural maintenance on the Premises. For the purpose of this Agreement, structural maintenance is defined as follows:

"*Structural Maintenance*" shall mean the keeping in good repair of the structural members, and the repair of casualty damage to exterior walls, hangar doors and roof. If any structural maintenance and/or repairs are necessary the Lessee/Operator shall notify the Lessor in writing of same.

C. All repairs, maintenance or improvements shall be accomplished in accordance with the Florida Building Code and Florida Fire Prevention Code, local City of Arcadia building/fire codes and ordinances and other applicable federal, state and local laws, ordinances,

rules and regulations in effect at the time of repair, maintenance or improvement. All improvements made to the premises become the property of the Lessor.

D. Should the Lessor install a sanitary sewer system or potable water system to the Premises, the Lessee/Operator shall be responsible for all periodic bills for same. Nothing herein shall be construed to require Lessor to provide connections for sanitary sewer or potable water systems.

E. The Lessee/Operator agrees not to pledge any of the fixed assets at the Airport as collateral for any obligations. The term "fixed assets" as used in this paragraph shall mean permanent improvements to real property.

F. The Lessee/Operator shall not be permitted to construct any lean-to or other similar type structure on the premises. Lessee/Operator shall not be permitted to construct any other improvements on the premises without Lessor's prior written consent. Save and except for enclosed storage trailers and storage containers, no outside storage will be permitted at any time.

G. The parties acknowledge the Terminal Building is in need of certain cosmetic repairs and improvements, namely: new carpeting, interior painting, replacement of ceiling fan(s), replacement of light fixtures, and removal and replacement of rotten wood (hereinafter collectively referred to as the "Terminal Building Repairs" for purposes of this paragraph 5.G and paragraph 8.I. below). To make the Terminal Building Repairs, Lessee/Operator agrees to contribute all time and labor and Lessor agrees to contribute all materials for those Terminal Building Repairs expressly authorized by the City Administrator, in writing.

H. The parties acknowledge the Fuel Farm is in need of certain repairs and improvements, namely: cleaning and refurbishment of 100LL fuel tank, installation of new fuel pump, and installation of an automatic card reader (hereinafter collectively referred to as the "Fuel Farm Repairs" for purposes of this paragraph 5.H.). To accomplish the Fuel Farm Repairs, the parties each agree to be responsible and pay for fifty percent (50%) of the Fuel Farm Repairs, estimated to total Thirty-Three Thousand Six Hundred and No/100 Dollars (\$33,600.00) (Sixteen Thousand Eight Hundred and No/100 Dollars (\$16,800.00) each). The parties each covenant to accomplish the Fuel Farm Repairs as soon as practicable after the Effective Date of this Agreement.

In consideration for Lessee/Operator's contribution to the Fuel Farm Repairs, Fuel Flowage Fees shall be deferred for any fuel utilized in Lessee/Operator's agricultural aviation training operations and agricultural operations, specifically any aircraft owned by entities controlled by Lessee/Operator. This deferment shall cease upon the earlier of the date Lessee/Operator has recovered, via the deferred Fuel Flowage Fees, its Fuel Farm Repairs contribution, or July 23, 2020.

6. USES, RIGHTS and OBLIGATIONS.

The purpose of this Agreement is for the use of premises by Lessee/Operator. Accordingly the Lessee/Operator is hereby granted the non-exclusive right to conduct any and all

activities/services as described in Minimum Standards and Guidelines for Commercial Services, attached hereto and incorporated herein as Exhibit "B" (hereinafter, the "Minimum Standards"). The following FBO Operations including, but not limited to, those set forth below must be provided by Lessee/Operator:

- An Airport manager to manage the day-to-day Airport operations as set forth in the FBO Day-to-Day Management/Operations Summary attached hereto as Exhibit "A".
- Maintenance, operation and Required Inspections of Fuel Farm
- Provide at least one (1) receptionist and one (1) fuel operator (can be same person)
- Transient Parking
- Overnight Tie-downs
- Monthly Tie-downs
- Ramp service
- Monitoring UNICOM and issuing traffic advisories

The activities shall be performed in accordance with federal, state, and local laws, ordinances, rules and regulations as the same may be amended from time to time hereafter. For any aeronautical activities, which Lessee/Operator may be granted the right to conduct, as set out above, Lessee/Operator agrees to provide, and continuously conduct said activities on the premises during the full term of this Agreement. All licenses required for the aeronautical activity permitted and granted under this Agreement shall be maintained and kept current during the entire term of this Agreement. Any aeronautical activities permitted and granted herein shall be performed on premises, and the premises shall be used primarily for such activities.

Lessee/Operator shall abide by any existing and future airport, local, state, and federal regulations, rules, guidelines, ordinances and laws and its use shall be subject to such rules and regulations. Airport rules may be changed from time to time in the sole discretion of Lessor. Lessee/Operator further agrees that all activities authorized under this Agreement will be performed in accordance with the Minimum Standards, as amended from time to time by Lessor. Lessee/Operator shall comply with applicable provisions of the Minimum Standards as if they had been fully set out herein.

7. APPURTENANT PRIVILEGES.

A. Use of Airport Facilities. Lessee/Operator shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the airport, including the use of landing areas, runways, taxiways, aprons, navigational aids, terminal facilities and aircraft parking areas designated by Lessor. However, Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction.

B. Maintenance of Airport Facilities. Lessor shall maintain all public and common or joint use areas of the Airport, save and except for any portion of the Premises, in good repair, and shall make such repairs, replacements or additions thereto as are required and necessary for

the safe and efficient operation of the Airport. Lessor shall also be responsible for mowing of the grass runway, taxiways, and aircraft parking areas.

C. **Airspace and Approaches.** Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee/Operator from erecting, or permitting to be erected, or locating any building, object, or structure on the premises or adjacent to the Airport, which in the sole opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

8. **RENT AND FUEL FLOWAGE PAYMENTS/RECORDS.**

In consideration of the rights, privileges, and use of premises granted by this Agreement, Lessee/Operator agrees to pay Two Thousand Two Hundred Eighty-Eight and No/100 Dollars (\$2,288.00) per month rental fee for leased premises. Lessee/Operator is also responsible for any applicable sales taxes, assessments and other taxes due as a consequence of this Agreement.

A. **Partial Waiver of Rental Fee.** A portion of the monthly rental fee equal to One Thousand Five Hundred Two and 34/100 Dollars \$1,502.34 shall be waived by Lessor in the event Lessee/Operator elects, at its sole option, to provide the personnel to perform the following airport maintenance services:

- 1) Issue NOTAMS for non-standard operating conditions.
- 2) Periodic inspection of runway and taxiway lighting and changing any burned out bulbs, as well as maintaining grass/weed protrusion through the asphalt on the ramp and taxiway.
- 3) Monitor runways for FOD (Foreign Object Debris).

B. Lessee/Operator further agrees to compensate Lessor as follows:

- 1) Lessee/Operator shall collect all aircraft tie down fees for the tie downs located on the ramp area owned by Lessor and leased to Lessee/Operator. Each month Lessee/Operator will give Lessor fifty percent (50%) of the tie down fees collected.
- 2) During the initial Term and first option term of this Agreement (July 24, 2015 - July 23, 2020) Fuel Flowage Fees shall be seven cents (\$0.07) for each gallon of Fuel pumped. Should Lessee/Operator timely exercise its option to renew this Agreement for the second option term (July 24, 2020 - July 23, 2023), the Fuel Flowage Fees shall increase in accordance with the Consumer Price Index (CPI-U) increase during the period July 24, 2015 - July 23, 2020. Should Lessee/Operator timely exercise its option to renew this Agreement for the third option term (July 24, 2023 - July 23, 2026), the Fuel Flowage Fees shall increase in accordance with the Consumer Price Index (CPI-U) increase during the period July 24, 2015 - July 23, 2020. Notwithstanding the foregoing, Fuel Flowage Fees shall never be less than seven cents (\$0.07) per gallon of fuel pumped.

- 3) On the fifteenth (15th) day of each month during the Term of this Agreement, Lessee/Operator shall pay Lessor five percent (5%) of its sublessees' rental payments earned during the previous month from sublease operations at the Airport.

"Fuel" shall mean and refer to Aviation Gas (AV100LL), Jet A Fuel, Mogas (91 Octane), and any other type of fuel utilized by aircraft.

C. Payments. The monthly rent shall be paid in advance, by the 1st of the month for the current month. The tie-down fees, and fuel flowage payments shall be calculated in accordance with the rates specified in Paragraph B above and shall be paid by the 15th of each month for the preceding month's flowage.

D. Annual Rent Calculation. The annual base rent shall be adjusted annually in accordance with the Consumer Price Index (CPI-U) each April 1 that this Lease is in effect, provided however that the base annual rent for the Premises shall never be less than the amount set forth above during the term of this Agreement.

E. Delinquency Charge. A non-prorated delinquency charge of ten percent (10%) of amount due shall be added to payments required by Paragraph C above, which are received after the 15th of the month. Nothing in this subsection shall be deemed to prevent Lessor from holding Lessee/Operator in default and/or serving proper notices for failure to make payments when due.

F. Place of Payment. All payments due Lessor from Lessee/Operator shall be delivered to the place designated by Lessor.

G. Legal Taxes and Assessments. Lessee/Operator shall pay all taxes and assessments associated, attributable, and/or assessed as a consequence of this Agreement and use of the premises during the term of this Agreement or any renewal thereof.

H. Disputes. In the event that any dispute may arise as to the amounts due Lessor under this Agreement, the amount claimed due by Lessor shall be paid forthwith and the parties shall attempt to resolve any disputes through a voluntary Agreement. If the parties cannot reach such an Agreement to resolve the dispute then the parties agree to participate in nonbinding mediation. Such mediation shall be conducted in DeSoto County, Florida with a certified mediator from the list of approved mediators maintained by the Chief Circuit Judge in and for the Twelfth Judicial Circuit Court of Florida. Such mediation shall be conducted in accordance with Florida law and within thirty (30) days of when a dispute arises between the parties. In the event the parties are unable to resolve the dispute either voluntarily and/or through mediation or in the event of an emergency that would threaten the health, safety, and/or welfare of the Airport and its tenants and/or users then the parties may seek any and all legal and/or equitable remedies available under Florida law.

I. Abatement of Rent and Lease Extension. In consideration for the time and labor Lessee/Operator will expend on the Terminal Building Repairs, the monthly rental fee shall be abated from the beginning of the Term to September 30, 2015. Abatement of rent during this

period shall not apply to any other lease or agreement between the parties and is conditioned upon Lessee/Operator's performance of the airport maintenance services described in paragraph 8.A. above.

In the event the provisions of Paragraph 18(D) (Times of War) become applicable, Lessee/Operator's use of the premises shall be abated in the proportion of such time to days of the month in which the disruption occurs. In such an event, Lessee/Operator shall have the option to terminate the lease or keep the lease in force. Should Lessee/Operator choose to keep the lease in force under this paragraph, the lease shall be extended for such time as the airport is closed to civilian air traffic.

J. Records. Lessee/Operator shall provide and maintain accurate records of all activities conducted under this Agreement, for a period of three (3) years from the date the record is made. Such records shall also be maintained in accordance with accepted accounting principles, in a manner acceptable to a certified public accountant, showing the true status of all business conducted on the premises. Lessor or its duly authorized representative shall, upon forty-eight (48) hours notice, have the right at all reasonable times during business hours to inspect the books, records, and receipts of Lessee/Operator.

K. Public Records. Under Florida law, records received or made in the transaction of official business of Lessor are public records open to inspection and copying by the public at large with limited statutory exceptions. Lessor and Lessee/Operator specifically acknowledge the applicability of Article I, 2 §4 of the Florida Constitution and Chapter 119, Florida Statutes, to this Agreement and to any and all records generated in the course of performance of public business that are made by, transmitted to, held by or received by Lessor. Further, in the event that Lessee/Operator is deemed by law to be acting on behalf of the Lessor in any capacity, or is deemed to be performing a public function by delegation of the Lessor, Lessee/Operator specifically acknowledges the applicability of the public records laws to all records made or received in the transaction of its Lessee-related business and covenants to comply promptly with the requirements of Article I, 2 §4 of the Florida Constitution, Chapter 119, Florida Statutes and all other applicable public records laws.

9. UTILITIES. Lessee/Operator agrees to pay the costs of all utilities for the premises outside of the main terminal building excluding the airfield lighting, electric vault and fuel farm. In the event Lessee/Operator fails to pay any utility bills when due, Lessor may, at its option, pay the same and collect from Lessee/Operator the amount so disbursed, plus interest at the rate of one and one-half percent (1.5%) per month or fraction thereof, and in such event, the Lease Agreement is subject to cancellation at the option of the Lessor.

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

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

PROPERTY COVERAGE. Lessee/Operator shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and Lessee/Operator's leasehold improvements.

GENERAL LIABILITY INSURANCE. Lessee/Operator shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Lessor, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Lessor shall be listed as an additional insured on Lessee/Operator's policy or policies of comprehensive general liability insurance and Lessee/Operator shall provide Lessor with current Certificates of Insurance evidencing Lessee/Operator's compliance with this paragraph.

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

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

INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES: Lessee/Operator shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of Lessee/Operator to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then Lessee/Operator shall reimburse Lessor and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by Lessee/Operator.

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

ADDITIONAL INSURANCE. If checked below, Lessor requires the following additional types of insurance.

Aircraft Liability Coverage. Aircraft liability coverage, including Bodily Injury and Property Damage with liability limits of \$1,000,000 per occurrence and a \$100,000 per passenger sublimit.

Pollution/Environmental Impairment Liability Coverage. Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Limit: \$1,000,000 combined single limit for Bodily Injury and Property Damage.

11. **INDEMNIFICATION; SOVEREIGN IMMUNITY:** Lessee/Operator shall hold harmless, indemnify and defend the Lessor, its officials, officers and employees, representatives or agents against any claim, action, loss, damage, injury, liability, tax, cost or expense of whatever kind or nature (including but not by way of limitation, attorney's fees and court costs) arising out of or incidental to or resulting from the Lessee/Operator's use of the Premises leased, whether or not due or caused by the negligence of the Lessee/Operator, its officers or employees, representatives or agents, excluding the negligence or other acts deemed to be the fault as allocated to Lessor, its officials, officers or employees, representatives or agents. Lessee/Operator shall be responsible for all taxes that may be assessed and/or due arising out of its use of the subject premises. Provided further that should any excise, use and/or similar tax or assessment be assessed and/or due Lessee/Operator shall be responsible for the payment of same. Nothing in this Agreement is intended to act as a waiver of Lessor's sovereign immunity and/or the limits of Lessor's liability as set forth in 768.28, Florida Statutes.

12. **LESSEE/OPERATOR AS INDEPENDENT CONTRACTOR.** In conducting its business hereunder, Lessee/Operator acts as an independent contractor and not as an agent of Lessor. The selection, retention, assignment, direction and payment of Lessee/Operator's employees shall be the sole responsibility of the Lessee/Operator, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee/Operator's employees.

13. **ASSIGNMENT.** This Agreement, or any part thereof, may only be assigned, transferred or subleased by Lessee/Operator upon thirty (30) days written notice to Lessor (hereinafter, the "Notice" for purposes of this paragraph 13) and Lessor's prior written approval, which shall not be unreasonably withheld. In the event any sublessees' rent for the subletted portion of the Premises is less than the Fair Market Value of the Premises, as identified in the Appraisal Report dated May 8, 2015 performed by Reed Appraisal Company for the Arcadia Municipal Airport (hereinafter, "FMV" for purposes of this paragraph 13), or an amount the parties may otherwise agree, Lessee/Operator will remit sufficient payment to Lessor to guarantee Lessor receives no less than five percent (5%) of the FMV of the subletted portion of the Premises.

The Notice must include the following information: (a) the name and address of the proposed assignee, transferee or sublessee; (b) a duly executed counterpart of the proposed transfer, assignment or sublease agreement; (c) reasonably satisfactory information as to the

nature and character of the business of the proposed transferee, assignee or sublessee; and (d) reasonably satisfactory information as to the proposed use of the space being transferred, assigned, or subleased.

"Transfer", as that term is used in this paragraph, shall mean any transfer of control of Lessee/Operator, which shall include any issuance or transfer of stock or interest by sale, exchange, merger, consolidation, operation of law, or otherwise, or creation of new stock or interests, by which an aggregate of fifty-one percent (51%) or more of Lessee/Operator's stock or interests will be vested in one or more parties who are not stockholders or interest holders as of the Date of this Agreement.

14. **DEFAULT AND TERMINATION.**

A. **Termination by Lessee/Operator.** This Agreement shall be subject to termination by Lessee/Operator in the event of any one or more of the following events:

- 1) The abandonment of the Lessor of the Airport as an airport or airfield.
- 2) The material default by Lessor in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of Lessor to remedy, or undertake to remedy, to Lessee/Operator's satisfaction, such default for a period of thirty (30) days after receipt of written notice from Lessee/Operator to remedy the same.
- 3) Substantial damage to or destruction of all or a material part of the premises or airport facilities necessary for the operation of Lessee/Operator's business which is not rebuilt/restored within 180 days of the date of loss.
- 4) 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 substantially restrict Lessee/Operator's use of the premises for a period in excess of ninety (90) days.

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

- 1) Failure of Lessee/Operator to make any payment or tender any amount required by this Agreement when due, and the failure continues for three (3) days after written Notice of Default from Lessor to Lessee/Operator;
- 2) The material default by Lessee/Operator in the performance of any of the terms, covenants or conditions of this Agreement, other than the obligation to pay money or tender funds to Lessor, and the failure of Lessee/Operator to remedy or undertake to remedy, to Lessor's satisfaction, such default for a period of fifteen (15) days after receipt of written notice from Lessor to remedy the same, except insurance requirements of Paragraph 10 and compliance with the Minimum Standards as incorporated into this Agreement, which must be remedied within seven (7) days.
- 3) Lessee/Operator 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 Lessee/Operator and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

- 4) An assignment of Lessee/Operator's property for the benefit of creditors;
- 5) A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Lessee/Operator's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;
- 6) Lessee/Operator's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;
- 7) Lessee/Operator, or Lessee/Operator's successor and assigns, defaults under any other lease or agreement with Lessor.
- 8) Notwithstanding any provision to the contrary set forth herein, Lessor may also terminate this Agreement, immediately, in the event Lessee/Operator violates any federal, state, or local law or regulation. The decision as to whether to terminate this Agreement for violation of law or regulation shall be in the sole discretion of the Lessor.

C. **Removal of Property.** Upon termination of this Agreement for any reason, Lessee/Operator, at its sole expense shall remove from the premises, all signs, trade fixtures, furnishings, personal property, equipment and materials which Lessee/Operator was permitted to install or maintain under the rights granted herein provided such removal can be done without damage to the premises. If Lessee/Operator shall fail to do so within a reasonable time, then Lessor may affect such removal or restoration at Lessee/Operator's expense, and Lessee/Operator agrees to pay Lessor such expense promptly upon receipt of a proper invoice therefore. Thereafter the Lessor shall dispose of such items as it deems appropriate.

15. **ATTORNEY'S FEES.** In the event of arbitration or litigation between the parties hereto, the prevailing party shall recover all costs and reasonable attorney's fees incurred in connection therewith including but not limited to attorney's fees incurred in any appellate, bankruptcy, and/or administrative proceedings.

16. **ENVIRONMENTAL COMPLIANCE.** Lessee/Operator shall not allow any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9604 (14), pollutants or contaminants as defined in CERCLA, 42 USC 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 USC 6903 (5), or other similar applicable federal or state laws or regulations, including, but not limited to, asbestos, PCB's and urea formaldehyde (collectively referred to herein as, "Hazardous Substances"), to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever except and unless as expressly permitted by this Agreement. Lessee/Operator shall at all times comply with all applicable Environmental Laws applicable to the use of the Premises. "Environmental Law" means any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the date of execution of this Agreement, and includes, but is not limited to, the Florida Air and Water Pollution Control Act

(Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. §9601, et. seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.), the Clean Water Act (33 U.S.C. §1251, et. seq.), the Toxic Substances Control Act (15 U.S.C. §2602, et. seq.), and the Safe Drinking Water Act (42 U.S.C. §300f, et. seq.), as such may be amended during the term of this Agreement. Lessee/Operator covenants to indemnify and hold the Lessor harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from Lessee/Operator's discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. Lessor hereby agrees to indemnify and hold Lessee/Operator harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Agreement.

Notwithstanding any provision in this Agreement, the storage and use of chemicals approved by existing regulations for agricultural aerial application operations shall be specifically permitted on the Premises, so long as the storage and use of such chemicals is done in accordance with all applicable laws, rules and regulations.

Prior to conducting any agricultural operations, Lessee/Operator shall provide Lessor with a written plan Lessee/Operator will implement to protect the Airport from any environmental hazards. Said plan shall utilize United States Environmental Protection Agency and Florida Department of Agriculture and Consumer Services guidelines.

17. **SERVICING OF AIRCRAFT.** It is understood and agreed that no right or privilege has or will be granted which operates to prevent any person, firm, or corporation from performing services on aircraft (including, but not limited to maintenance and repair) that it may choose to perform; provided, however, that any maintenance and repair shall be performed in accordance with all applicable federal, state, and local laws or regulations, and as provided in the Minimum Standards as incorporated herein.

18. **RIGHTS RESERVED.**

A. **Hazard Removal and Mitigation.** Lessor reserves the right to take any appropriate action to assure that aerial approaches and terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes), will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

B. **Compatible Land Use.** Lessor reserves the right to take any appropriate action including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft, and any noise compatibility program.

C. Right to Enter. Lessor reserves the right to enter, upon twenty-four (24) hours notice, upon the Premises during business hours for the purpose of making any inspections it may deem expedient for the proper enforcement of any of the covenants or conditions of this Agreement. Lessor shall give Lessee/Operator a complete set of keys for all entrances to the premises upon the execution of this Lease. If any deficiency in compliance with this Agreement is found, including any fire or accident hazard, Lessee shall be so informed, and shall within five (5) calendar days of the notice to rectify the hazard. Rekeying of the door locks or installation of personal locks is not allowed and will be a violation of the Agreement and cause for termination of the lease. If Lessee/Operator loses the keys provided by Lessor, Lessee/Operator will be charged a fee for replacement keys.

D. Times of War. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument (insofar as they are inconsistent with the provisions of the lease to the government) shall be suspended.

19. DESIGNATION OF CITY ADMINISTRATOR. Lessor hereby designates the City Administrator, or its designee, as its official representative with the full power to represent Lessor in all dealings with Lessee/Operator in connection with the terms and conditions contained herein.

20. NONDISCRIMINATION. Although this is not intended to allow any use of the premises beyond that specified in paragraph 6 above, the Lessee/Operator for itself, its personal representatives, and successors in interest, as part of the consideration hereof, does hereby covenant and agree that:

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

B. That to the extent allowed under this Agreement 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, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

C. That the Lessee/Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Agreement and to re-enter and as if said Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49,

Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

E. The protected classes identified in this Paragraph shall be expanded or reduced in accordance with and, as is consistent with, federal, state and local Law.

21. **AIRPORT PROTECTION**. It shall be a condition of this Agreement, that the Lessor reserves unto itself and its successors, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, 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 of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Lessee/Operator expressly agrees for itself and its successors to restrict the height of structures, objects of natural growth and other obstructions on the premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and any other applicable laws, rules and/or regulations.

That the Lessee/Operator expressly agrees for itself and its successors to prevent any use of the premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

22. **SUBORDINATION**. This Agreement and all provisions hereof are subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States of America, or any agency thereof, relative to the operation or maintenance of the airport, including any such agreements which have been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the airport. This Agreement shall also be subject and subordinate to any other applicable present or future federal, state and local laws, ordinances, regulations, rules and requirements not specifically covered herein but nevertheless applicable hereto.

23. **NONEXCLUSIVE RIGHTS**. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee/Operator or other Lessee/Operators on other parts of the airport.

24. **ECONOMIC NONDISCRIMINATION**. To the extent Lessee/Operator is herein granted any right or privilege to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, Lessee/Operator shall:

A. Furnish said services on fair, equal and not unjustly discriminatory basis to all users thereof, and

B. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that Lessee/Operator may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

25. **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 both parties.

26. **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.

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

If to Lessor, addressed to:

City Administrator
City of Arcadia
23 North Polk Avenue
Arcadia, FL 34266
Emergency Phone: 863.494.4114
Email: _____

If to Lessee/Operator, addressed to:

Manager
Eagle Vistas LLC
446 Hendricks Field Way, Hangar C4
Sebring, Florida 33870
Emergency Phone: 772.285.5506
Email: bevsons@gmail.com

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

28. **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.

29. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for legal actions arising under this Agreement shall be solely in the state courts in and for DeSoto County, Florida.

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

AGREED TO this ____ day of _____, 2015.

Two Witnesses as to Arcadia:

CITY OF ARCADIA, a Florida municipal corporation

(Printed Name)

By: _____
Judy Wertz-Strickland, Mayor

Attest:

(Printed Name)

By: _____
Penny Delaney, City Clerk

(corporate seal)

Two Witnesses as to Provider:

EAGLE VISTAS LLC a limited liability company

(Printed Name)

By: _____
Beverly Berry, Manager

(Printed Name)

By: _____
Randy Berry, Manager

(corporate seal)

PERSONAL GUARANTY

In consideration of the rights and privileges granted by the City of Arcadia, (City) via Operating/Building Lease Agreement for FBO to **EAGLE VISTAS LLC** a limited liability company, the undersigned, jointly and severally guaranty payment of any and all amounts (including interest) which at any time may be due and owing the City on account of rent, taxes, or any other charges due and payable under the aforementioned Agreement. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted, without obtaining any consent thereto. The undersigned additionally jointly and severally unconditionally guaranty payment of any interest due and all costs of collection, including, but not limited to, court costs and reasonable attorney's fees. Notice of indebtedness and of default in payment are hereby waived. The cessation of the liability of Lessee/Operator, for any reason other than full payment or any extension, renewal, forbearance, change of rate of interest, or acceptance, release or substitution of security or any impairment or suspension of holders remedies or rights against Lessee/Operator, shall not in any manner affect the liability of the undersigned. Guarantors agree to pay the City's reasonable attorney's fees in the event an attorney is retained to collect monies due hereunder (whether or not litigation is instituted) as well as court costs. Guarantors agree that any monies due hereunder shall be payable to the City of Arcadia, 23 N. Polk Avenue, Arcadia, Florida 34266, and in the event of litigation, venue shall be in DeSoto County, Florida.

This Guaranty applies to any and all obligations of **EAGLE VISTAS LLC** a limited liability company, under the hereinabove described Agreement, and is unconditional, irrevocable, and absolute.

Two Witnesses:

(Printed Name) _____

Beverly Berry

(Printed Name) _____

Randy Berry

EXHIBIT "A"
ARCADIA MUNICIPAL AIRPORT
OPERATING/BUILDING LEASE AGREEMENT

FBO DAY TO DAY MANAGEMENT/OPERATIONS SUMMARY

Responsibilities of FBO Management:

1. Terminal Operations
 - a. Hours of Operation: 8:00 AM to 5:00 PM (can be closed for lunch), seven days per week, (excluding Federal Holidays) 52 weeks per year. After hours service must be available on an on-call basis.
 - b. Opening procedures
 - i. Lights in lobby and retail areas, if any
 - ii. Set up coffee service
 - iii. Unlock doors
 - iv. Inspect restrooms and all other areas for cleanliness and supplies
 - v. Operate UNICOM Radio
 - c. Closing procedure
 - i. Record meter readings
 - ii. Inspect fuel farm
 - iii. Pull keys and secure
 - iv. Ensure all doors are locked and lights off
 - d. Maintain emergency procedure notebook
2. Line Technician Training and Recurrent Training
3. Manage Fuel Inventories with Daily Reconciliations
 - a. Daily log entries
 - b. Fuel quality testing
 - c. Trucks and storage facilities
 - d. Provide daily log entries and reconciliations to City Administrator no later than the 15th day of the following month.
4. Fuel Ordering
 - a. Maintain detailed order logs
 - i. Date of order
 - ii. Ordered by
 - iii. Date delivered

- b. Coordinate fuel delivery schedules
 - c. Provide fuel order logs to City Administrator no later than 15 days following date of delivery.
5. Fuel Trucks (if any)
- a. Daily cleaning
 - b. Interior & exterior maintenance
 - c. Sumps and filters checked/cleaned/replaced
 - d. Fire extinguishers charged and secured
 - e. Ladder in good condition
 - f. Hoses in good condition
 - g. Fuel quality test
6. Fuel Farm and Waste Oil Tank Inspection and Maintenance
- a. Fuel system logs
 - b. Fuel meter records
 - c. Fuel test records
 - d. Check sumps and recirculation
 - e. Check/replace filters
 - f. General area cleanliness
 - g. Exterior painting/maintenance as required
 - h. Annual inspection
 - i. Waste oil disposal
 - j. Provide fuel system logs, fuel meter records, and fuel test records to City Administrator no later than January 15 for the preceding calendar year
7. Accounting - Reports (Monthly, Quarterly, and Annually)
- a. Activity Reports showing requested data shall be provided to the City Administrator no later than the 15th day of the following month. All reports should be in an Excel format.
 - i. Daily Transient Operations Count - aircraft count
 - ii. Corporate Aircraft Activity - daily record showing aircraft owner, aircraft type and number
 - iii. Fuel Flowage - breakdown of type of fuel sold and total gallons pumped

Butler
Building
Lease

**CITY OF ARCADIA
AIRPORT COMMERCIAL LEASE
EAGLE VISTAS, LLC**

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the **CITY OF ARCADIA**, a Florida municipal corporation, (herein called "LANDLORD") and **EAGLE VISTAS LLC**, a Florida limited liability company (herein called "TENANT").

WITNESSETH:

WHEREAS, LANDLORD is the owner of certain real property located at Arcadia Municipal Airport in the County of DeSoto, State of Florida (herein called the "Airport"); and,

WHEREAS, LANDLORD has agreed to lease a portion of the property to TENANT, subject to certain terms and conditions; and,

WHEREAS, TENANT wishes to lease said property from LANDLORD,

NOW THEREFORE, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **TERM.** The term of this Lease Agreement shall be for two (2) years commencing on July 24, 2015, and ending on July 23, 2017, unless extended or sooner terminated as herein provided.
2. **PROPERTY.** The property subject to this Agreement is the Butler Building depicted on Exhibit "A" attached hereto at the Airport as (herein called the "Premises").
3. **USE.** The Premises are to be used by TENANT for the purpose of a commercial aviation building. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT.** TENANT hereby agrees to pay rent to LANDLORD of \$1,042.00 per month, together with any sales or use taxes thereon, in advance, on or before the first day of each month during the initial term of the Lease. The rent shall be adjusted annually in accordance with the Consumer Price Index (CPI-U) each April 1 that this Agreement is in effect, provided however that the rent for the Premises shall never be less than the amount set forth above during the term of this Agreement. TENANT has paid to LANDLORD a security deposit in the amount of \$1,000.00 upon execution of this Lease, which deposit shall not bear interest but shall be returned to TENANT upon termination of this Lease so long as there is no rent left unpaid and no damage to the Premises.
5. **LATE PAYMENTS.** Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.
6. **WORTHLESS PAYMENTS.** Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$25.00, whichever is greater.
7. **EMERGENCY CONTACT.** TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.
8. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for three (3) additional terms of three (3) years each, upon the same terms and conditions. Said options shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than six (6) months prior to the end of the preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

9. **RELOCATION.** LANDLORD shall have the right to relocate TENANT, at LANDLORD'S expense, to a mutually agreeable aeronautical location within the Airport if the Premises are needed by LANDLORD.

LANDLORD shall give TENANT at least three (3) months notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, LANDLORD may terminate this lease thereafter upon three (3) months notice.

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

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

PROPERTY COVERAGE. TENANT shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and TENANT's leasehold improvements.

GENERAL LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by LANDLORD, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

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

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

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

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

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

ADDITIONAL INSURANCE. If checked below, LANDLORD requires the following additional types of insurance.

Aircraft Liability Coverage. Aircraft liability coverage, including Bodily Injury and Property Damage with liability limits of \$1,000,000 per occurrence and a \$100,000 per passenger sublimit.

Pollution/Environmental Impairment Liability Coverage. Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Limit: \$1,000,000 combined single limit for Bodily Injury and Property Damage.

11. INDEMNIFICATION; SOVEREIGN IMMUNITY: TENANT shall hold harmless, indemnify and defend the LANDLORD, its officials, officers and employees, representatives or agents against any claim, action, loss, damage, injury, liability, tax, cost or expense of whatever kind or nature (including but not by way of limitation, attorney's fees and court costs) arising out of or incidental to or resulting from the TENANT's use of the Premises leased, whether or not due or caused by the negligence of the TENANT, its officers or employees, representatives or agents, excluding the negligence or other acts deemed to be the fault as allocated to LANDLORD, its officials, officers or employees, representatives or agents. TENANT shall be responsible for all taxes that may be assessed and/or due arising out of its use of the subject premises. Provided further that should any excise, use and/or similar tax or assessment be assessed and/or due TENANT shall be responsible for the payment of same. Nothing in this Agreement is intended to act as a waiver of LANDLORD's sovereign immunity and/or the limits of LANDLORD's liability as set forth in 768.28, Florida Statutes.

12. ASSIGNMENT AND SUBLEASING. TENANT shall not assign this lease, sublet the Premises nor allow free lease space of any portion of the Premises, directly or indirectly, without the written consent of LANDLORD, which consent will not be unreasonably withheld. On the fifteenth (15th) day of each month during the term of this Agreement, TENANT shall pay LANDLORD five percent (5%) of its sublessees' rental payments earned during the previous month from any subletting operations on the Premises. In the event any sublessees' rent for the subletted portion of the Premises is less than the Fair Market Value of the Premises, as identified in the Appraisal Report dated May 8, 2015 performed by Reed Appraisal Company for the Arcadia Municipal Airport (hereinafter, "FMV" for purposes of this paragraph 12), or an amount the parties may otherwise agree, TENANT will remit sufficient payment to LANDLORD to guarantee LANDLORD receives no less than five percent (5%) of the FMV of the subletted portion of the Premises.

13. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

14. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

15. ALTERATIONS. TENANT shall make no material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

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

17. PLEDGE OF LEASEHOLD INTEREST. TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. LANDLORD shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

18. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America 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 development of the Airport. This lease and all provisions hereof are also subject to any rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

19. **NON-DISCRIMINATION.** TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, 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, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

C. That Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the lease. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

20. **MAINTENANCE AND REPAIRS.** TENANT will be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including the landscaping, in good order and repair. Pursuant to the LANDLORD's rights of inspections as set forth in paragraph 28 below, if after inspecting the Premises, LANDLORD determines that necessary repairs and maintenance (hereinafter the "Inspection Repairs" for purposes of this paragraph 20) should be completed by the TENANT, then LANDLORD shall notify the TENANT of same in writing. If, within fifteen (15) days of delivery of LANDLORD's written notice, TENANT fails to make the Inspection Repairs, contract for the completion of the Inspection Repairs, or object in writing to the necessity of the Inspection Repairs or, if no written objection is made, fails to complete the Inspection Repairs within sixty (60) days of delivery of LANDLORD's written notice, then LANDLORD may at its option make such repairs and maintenance on behalf of the TENANT who shall be responsible for the costs and expenses of any such maintenance and repairs. If TENANT timely objects to the necessity of the Inspection Repairs and the parties cannot reach an agreement within ten (10) days of LANDLORD's receipt of TENANT's written objection, the parties shall hold an informal resolution conference in an effort to reach an amicable resolution. The informal resolution conference must be attended by the parties and at least one of their respective consultants. In the event Lessee-Operator reasonably believes the Inspection Repairs cannot be completed within sixty (60) days of delivery of LANDLORD's written notice, TENANT shall promptly notify LANDLORD, and the City Administrator, or designee, shall have authorization to determine if the circumstances warrant granting TENANT additional time to complete the Inspection Repairs. The failure of the TENANT to make the Inspection Repairs shall constitute a default of TENANT under this Agreement.

21. **COMMON AREA MAINTENANCE.** There is currently no common area maintenance charge imposed by LANDLORD. Should LANDLORD subsequently impose a uniform charge to maintain the common areas of the Airport, TENANT shall pay those charges attributable to the Premises.

22. **EXCLUSIVE USE.** This Agreement shall in no way convey the exclusive use of any part of the Airport, except the Premises, and shall not be construed as providing any special privilege for any public portion of the Airport. LANDLORD reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by LANDLORD. LANDLORD agrees that it will not grant a future party an exclusive right to

provide the services described in this Lease Agreement.

23. **FUTURE AGREEMENTS OF THE AIRPORT.** The terms and conditions hereof shall not be construed to prevent LANDLORD from making commitments to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon the Airport.

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

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

Manager
Eagle Vistas LLC
446 Hendricks Way
Hangar C4
Sebring, FL 33870

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

25. **WAIVER OF BREACH.** The waiver by LANDLORD or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

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

27. **LEASE RESTRICTIONS.** TENANT hereby agrees to abide by all elements of the City of Arcadia Code of Ordinances, and the Minimum Standards for Fixed-Base Operators as the same may be reasonably amended from time to time. The full text of each document shall be considered as a part of this lease as if fully stated herein and/or attached hereto.

28. **RIGHT TO ENTER.** LANDLORD reserves the right to enter, upon twenty-four (24) hours notice, upon the Premises during business hours for the purpose of making any inspections it may deem expedient for the proper enforcement of any of the covenants or conditions of this Agreement. LANDLORD shall give TENANT a complete set of keys for all entrances to the premises upon the execution of this Lease. If any deficiency in compliance with this Agreement is found, including any fire or accident hazard, Lessee shall be so informed, and shall within five (5) calendar days of the notice to rectify the hazard. Rekeying of the door locks or installation of personal locks is not allowed and will be a violation of the Agreement and cause for termination of the lease. If TENANT loses the keys provided by LANDLORD, TENANT will be charged a fee for replacement keys.

29. **CLEANLINESS AND SAFETY.** TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by LANDLORD.

30. **DANGEROUS ACTIVITIES PROHIBITED.** TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds LANDLORD harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

31. **AIRPORT FACILITIES.** The parties understand and agree that the LANDLORD shall

continue to maintain, develop, improve, and control all of the areas and facilities of the Airport and Industrial Park as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD's written instructions.

32. **AIRPORT PRIORITY.** This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Airport, and further subordinate to existing or future agreements between the LANDLORD and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Airport, (including Federal Aviation grant requirements).

33. **AIRPORT PROTECTION.** The following shall be conditions of this lease:

A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, 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 of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

B. TENANT expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

C. TENANT expressly agrees for itself, its successor and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

34. **STATE AND FEDERAL GOVERNMENT.** The parties specifically understand and agree that some of the improvements within the Arcadia Municipal Airport are funded in whole or in part by grants from the USDA Rural Development, and other agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

35. **ENVIRONMENTAL MATTERS.** TENANT shall not allow any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9604 (14), pollutants or contaminants as defined in CERCLA, 42 USC 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 USC 6903 (5), or other similar applicable federal or state laws or regulations, including, but not limited to, asbestos, PCB's and urea formaldehyde (collectively referred to herein as, "Hazardous Substances"), to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever except and unless as expressly permitted by this Agreement. TENANT shall at all times comply with all applicable Environmental Laws applicable to the use of the Premises. "Environmental Law" means any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the date of execution of this Agreement, and includes, but is not limited to, the Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. §9601, et. seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.), the Clean Water Act (33 U.S.C. §1251, et. seq.), the Toxic Substances Control Act (15 U.S.C. §2602, et. seq.), and the Safe Drinking Water Act (42 U.S.C. §300f, et. seq.), as such may be amended during the term of this Agreement. TENANT covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's

fees, and court costs arising from TENANT's discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Agreement.

Notwithstanding any provision in this Agreement, the storage and use of chemicals approved by existing regulations for agricultural aerial application operations shall be specifically permitted on the Premises, so long as the storage and use of such chemicals is done in accordance with all applicable laws, rules and regulations.

Prior to conducting any agricultural operations, TENANT shall provide LANDLORD with a written plan TENANT will implement to protect the Airport from any environmental hazards. Said plan shall utilize United States Environmental Protection Agency and Florida Department of Agriculture and Consumer Services guidelines.

36. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(5), Florida Statutes.

37. STORM WATER POLLUTION PREVENTION PLAN. TENANT hereby agrees to abide by all rules and regulations established by LANDLORD or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

38. DEFAULT. The occurrence of one or more of the following shall be an event of default by TENANT:

A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from LANDLORD to TENANT;

B. An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of TENANT's property for the benefit of creditors;

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;

F. TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;

G. TENANT, or TENANT'S successors or assigns, defaults under any other lease or

agreement with LANDLORD.

39. **LANDLORD'S REMEDIES.** If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:

A. Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;

B. Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD;

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

40. **ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

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

42. **TAXES.** Any taxes (including, without limitation, DeSoto County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT shall make monthly deposits with LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the annual taxes and assessments which may be levied against the leased Premises. The amount of such taxes, when unknown, shall be estimated by LANDLORD. Such deposits shall be used by LANDLORD to pay such taxes when due. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

43. **UTILITIES AND SERVICES.** LANDLORD will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if LANDLORD shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.

44. **SUITABILITY OF PREMISES.** TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.

45. **SIGNAGE.** All signage on the property must be approved by LANDLORD as to style,

location, content and construction before installation, which approval will not be unreasonably withheld. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, TENANT will pay TENANT's prorata share of the cost of construction and maintenance of that sign, based on TENANT's leased area at the Airport.

46. **PROVISIONS OF LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

47. **GOVERNING LAW.** This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Twelfth Judicial Circuit, in and for DeSoto County, Florida.

48. **TIME.** Time is of the essence of this agreement.

49. **MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

WITNESSES:

LANDLORD: CITY OF ARCADIA, a
Florida municipal corporation

By: _____
Judy Wertz-Strickland, Mayor

Printed Name: _____

Attest:

By: _____
Penny Delaney, City Clerk

Printed Name: _____

(Corporate Seal)

**TENANT: EAGLE VISTAS LLC, a
Florida limited liability company**

By:

Beverly Berry, as its Manager

Printed Name: _____

By:

Randy Berry, as its Manager

Printed Name: _____

(Corporate Seal)

Exhibits Attached:

A. Map/Real Property Description

PERSONAL GUARANTY

In consideration of the rights and privileges granted by the City of Arcadia, (City) via Airport Commercial Lease (Butler Building) to **EAGLE VISTAS LLC**, a Florida limited liability company, the undersigned, jointly and severally guaranty payment of any and all amounts (including interest) which at any time may be due and owing the City on account of rent, taxes, or any other charges due and payable under the aforementioned Agreement. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted, without obtaining any consent thereto. The undersigned additionally jointly and severally unconditionally guaranty payment of any interest due and all costs of collection, including, but not limited to, court costs and reasonable attorney's fees. Notice of indebtedness and of default in payment are hereby waived. The cessation of the liability of Tenant, for any reason other than full payment or any extension, renewal, forbearance, change of rate of interest, or acceptance, release or substitution of security or any impairment or suspension of holders remedies or rights against Tenant, shall not in any manner affect the liability of the undersigned. Guarantors agree to pay the City's reasonable attorney's fees in the event an attorney is retained to collect monies due hereunder (whether or not litigation is instituted) as well as court costs. Guarantors agree that any monies due hereunder shall be payable to the City of Arcadia, 23 N. Polk Avenue, Arcadia, Florida 34266, and in the event of litigation, venue shall be in DeSoto County, Florida.

This Guaranty applies to any and all obligations of **EAGLE VISTAS LLC**, a Florida limited liability company, under the hereinabove described Agreement, and is unconditional, irrevocable, and absolute.

Two Witnesses:

(Printed Name) _____

Beverly Berry

(Printed Name) _____

Randy Berry

DEPARTMENT REPORTS

**CITY OF ARCADIA
SUMMARY OF ALL FUNDS
AS OF JUNE 8, 2015**

REVENUES:

FUND:	BUDGETED REVENUE	ACTUAL REVENUE	% REC'D
GENERAL FUND:	4,638,357	3,451,465	74.4%
SM. CTY SURTAX/ CAP IMP.:	472,806	321,744	68.0%
CDBG - BRIDLE PATH	820,123	567,961	69.3%
<u>ENTERPRISE FUNDS:</u>			
WATER/SEWER FUND:	4,283,510	2,992,628	69.9%
SOLID WASTE FUND:	773,626	593,575	76.7%
AIRPORT FUND:	205,400	47,168	23.0%
TOTAL ALL FUNDS:	11,193,823	7,974,541	71.2%

EXPENSES

FUND:	BUDGETED EXPENSES	ACTUAL EXPENSES	% USED
GENERAL FUND:	4,638,357	3,396,397	73.2%
SM. CTY SURTAX/ CAP IMP.:	472,806	15,408	3.3%
CDBG - BRIDLE PATH	820,123	576,599.27	70.3%
<u>ENTERPRISE FUNDS:</u>			
WATER/SEWER FUND:	4,283,510	2,306,101	53.8%
SOLID WASTE FUND:	773,626	535,296	69.2%
AIRPORT FUND:	205,400	251,658	122.5%
TOTAL ALL FUNDS:	11,193,823	7,081,459	63.3%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF JUNE 8, 2015**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
AD VALORUM TAXES				
Ad Valorem Taxes - Current	1,463,069	1,405,298	57,771	96.1%
Ad Valorem Taxes - Delinquent	-	-	-	0.0%
Interest on AD Valorem Tax	-	41	(41)	100.0%
Tax Certificate Sales	-	102,618	(102,618)	0.0%
Total AD Valorem Taxes	1,463,069	1,507,957	(44,888)	103.1%
SALES & USE TAX				
State Shared Sales Tax	-	-	-	0.0%
State Local Option Fuel Tax New (1-5 Cent Tax)	85,080	65,421	19,659	76.9%
State Local 9th Cent Gas Tax	-	-	-	0.0%
State Shared Business Tax	-	-	-	0.0%
Gas Tax 5 & 6 Cents (1-6 Cent Tax)	173,407	132,355	41,052	76.3%
Total Sales & Use Tax	258,487	197,775	60,712	76.5%
FRANCHISE FEES				
Electricity Franchise	400,000	244,463	155,537	61.1%
Gas Franchise	-	-	-	0
Total Franchise Fees	400,000	244,463	155,537	61.1%
UTILITY SERVICE TAX (PST)				
Electricity Utility Tax	300,000	234,977	65,023	78.3%
Water Utility Tax	107,000	98,980	8,021	92.5%
Gas Utility Tax	20,000	9,963	10,037	49.8%
Communications Service Tax	242,011	149,294	132,275	61.7%
Total Utility Service Tax	669,011	493,213	215,356	73.7%
OTHER GENERAL TAXES				
Local Business Tax Receipts	40,000	37,057	2,943	92.6%
Residential Rental Permits	-	-	-	0.0%
Police And Fire Ins.	-	-	-	0.0%
Total Other General Taxes	40,000	37,057	2,943	92.6%
OTHER REVENUES				
Cemetary Lots	12,500	7,755	4,745	62.0%
Total Other Revenues	12,500	7,755	4,745	62.0%
BUILDING PERMITS				
Building Permits	8,000	6,895	1,105	86.2%
Electrical Permits	-	-	-	0.0%
Plumbing Permits	-	-	-	0.0%
Total Building Permits	8,000	6,895	1,105	86.2%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF JUNE 8, 2015**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
OTHER LICENSES & PERMITS				
Zoning Fees	2,750	-	2,750	0.0%
Maps	-	-	-	0.0%
Other Licenses & Permits	4,000	5,615	(1,615)	140.4%
Garage Permits	-	-	-	0.0%
Right of Way Permit Fees	-	-	-	0.0%
Total Other Licenses & Permits	6,750	5,615	1,135	83.2%
FEDERAL GRANTS	BUDGETED	ACTUAL	REMAINING	% REC'D
COPS Grant	-	-	-	0.0%
Victims of Crime Grant (Voca)	29,204	13,174	16,030	45.1%
Rural Investigation Grant	-	-	-	0.0%
Dept. of Justice Taser Grant	-	-	-	0.0%
JAGC 2015-DESO-2 R3-097 GRANT	-	5,310	(5,310)	0.0%
Total Federal Grants	29,204	18,484	10,720	63.3%
STATE GRANTS	BUDGETED	ACTUAL	REMAINING	% REC'D
Dept. of Transportation US 17 Widening	-	-	-	0.0%
Dept. of Economic OPP Planning Grant	25,000	-	25,000	0.0%
Hurricane Grant	-	-	-	0.0%
Total State Grants	25,000	-	25,000	0.0%
STATE SHARED REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
State Half Cents Sales Tax	251,909	156,719	95,190	62.2%
State Shared Motor Fuel	70,839	50,836	55,139	71.8%
State Shared Sales Tax	195,272	140,133	(8)	100.3%
Mobile Home License	2,500	2,508	(8)	100.3%
Alcoholic Beverage Licenses	3,300	3,195	105	96.8%
State Shared Business Tax	-	-	-	0.0%
State of FL Lighting Maintenance Agreement	43,202	-	43,202	0.0%
State of FL Traffic Light Maintenance Agreement	23,411	-	23,411	0.0%
State of FL Pension Contribution	-	-	-	0.0%
Total State Shared Revenues	590,433	353,392	217,031	59.9%
SHARED REVENUES FROM LOCAL UNITS	BUDGETED	ACTUAL	REMAINING	% REC'D
School Guard Crossing - School Board	18,000	8,670	9,330	48.2%
DeSoto County Business Tax	1,500	666	834	100.0%
Total Shared Revenue from Local Units	19,500	9,336	10,164	47.9%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF JUNE 8, 2015**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
PUBLIC SERVICE REVENUE				
Police Services	-	-	-	0.00%
Fire Protection Services - MSBU	236,000	-	236,000	0.00%
Fire Inspection Fee (OL)	-	-	-	0.00%
Accident Reports	450	607	(157)	134.89%
Code Enforcement Fees	1,000	-	1,000	0.00%
Total Public Safety Revenue	237,450	607	236,843	0.26%
CULTURE/RECREATION	BUDGETED	ACTUAL	REMAINING	% REC'D
GOLF COURSE & PRO SHOP				
Golf Course Green Fees	107,063	54,400	52,663	50.8%
Cart Rentals	120,569	76,195	44,374	63.2%
Golf Course Membership Fees	126,961	92,752	34,209	73.1%
Pro Shop & Food and Beverage	60,000	53,687	6,313	89.5%
Total Golf Course & Pro Shop	414,593	277,034	137,559	66.8%
Other Culture / Recreation				
Rent Fees for Speer Center	1,000	735	265	73.5%
Way Building Rent	-	-	-	0.0%
Parks Maintenance Agreements	-	-	-	0.0%
Total Other Culture / Recreation	1,000	735	265	73.5%
Total Culture / Recreation	415,593	277,769	137,824	66.8%
FINES & FORFEITURES	BUDGETED	ACTUAL	REMAINING	% REC'D
Court Fines	23,000	15,837	7,163	68.9%
Police Education	-	-	-	0.0%
Misc Charges for Services	2,500	8,556	(6,056)	342.3%
Taxi Application Fees	4,000	2,855	1,145	71.4%
Parking Violations	500	420	80	0.0%
Towing Fees	-	-	-	0.0%
Impound		7,979		
Confiscated and Restitution (from Law Enforcement Trust)	-	18,000	-	0.0%
Total Fines and Forfeitures	30,000	53,647	2,332	178.8%
INTEREST EARNINGS	BUDGETED	ACTUAL	REMAINING	% REC'D
Law Enforcement Trust Income	-	-	-	0.0%
Other Interest	250	252	(2)	100.7%
Unrealized Gain	-	-	-	0.0%
Bond Interest	-	-	-	0.0%
Total Interest Earnings	250	252	(2)	100.7%

**CITY OF ARCADIA
REVENUE BUDGET REPORT
GENERAL FUND
AS OF JUNE 8, 2015**

GENERAL FUND REVENUES	BUDGETED	ACTUAL	REMAINING	% REC'D
RENTS & ROYALTIES				
Mobile Home Park Rent	194,000	163,420	30,580	84.2%
Mobile Home Park Laundry	850	985	(135)	115.9%
Total Rents & Royalties	194,850	164,405	30,445	84.4%
SALES/COMP FOR LOSS OF FIXED ASSET	BUDGETED	ACTUAL	REMAINING	% REC'D
Sale of Fixed Asset	-	1,200	-	-
SALE OF SURPLUS MATERIALS/SCRAP	BUDGETED	ACTUAL	REMAINING	% REC'D
Sale of Surplus Materials	5,000	273	4,727	5.5%
Total Sale of Surplus Materials	5,000	273	4,727	5.5%
CONTRIBUTIONS/DONATIONS FROM PRIVATE	BUDGETED	ACTUAL	REMAINING	% REC'D
Miscellaneous Donations -Police		53,800		
Jim Space Foundation Donation		1,500		
Total Contributions/ Donations from Private		55,300		
OTHER MISC REVENUE	BUDGETED	ACTUAL	REMAINING	% REC'D
Copies - City Hall	46	282	(236)	615.7%
Copies - Police Station	-		-	0.0%
Miscellaneous	500	1,333	(833)	266.6%
Miscellaneous Refunds	-	149	(149)	0.0%
Special Detail APD		3,885		
Shop With A Cop	-	10,695	-	0.0%
Housing Authority Prior Payment	-	-	-	0.0%
Total Other Misc Revenue	546	16,344	(1,218)	51.61%
CONTRIBUTION FROM OTHER FUNDS	BUDGETED	ACTUAL	REMAINING	% REC'D
Transfer from Water (Loan)	173,000	-	173,000	0.0%
Total Contribution from Other Funds	173,000	-	173,000	0.0%
FUND BALANCE	BUDGETED	ACTUAL	REMAINING	% REC'D
Fund Balance	59,714	-	59,714	0.0%
TOTAL GENERAL FUND REVENUES	4,638,357	3,451,465	1,186,893	74.4%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF JUNE 8, 2015**

LEGISLATIVE/COUNCIL EXPENSES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	22,932	19,214	3,717	83.8%
Operating Expenses	52,414	33,766	18,648	64.4%
TOTAL LEGISLATIVE/COUNCIL	75,346	52,980	22,366	70.3%

RETIREE & COUNCIL RETIREES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	55,100	53,058	2,042	96.3%

EXECUTIVES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	196,836	161,358	35,478	82.0%
Operating Expenses	24,975	16,214	8,761	64.9%
TOTAL EXECUTIVE	221,811	177,572	44,239	80.1%

FINANCIAL & ADMINISTRATIVE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	115,292	58,180	57,112	50.5%
Operating Expenses	37,595	46,297	(8,702)	123.1%
TOTAL FINANCE & ADMINISTRATIVE	152,887	104,477	48,410	68.3%

LEGAL COUNCIL				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Professional Services	70,100	56,321	13,779	80.3%
Other Legal Services	30,000	500	29,500	1.7%
TOTAL LEGAL COUNCIL	100,100	56,821	43,279	56.8%

COMPREHENSIVE (COMMUNITY DEVELOPMENT)				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	82,058	53,137	28,920	64.8%
Operating Expenses	69,811	26,970	42,841	38.6%
TOTAL COMPREHENSIVE	151,869	80,107	71,761	52.7%

ELECTIONS				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	4,000	-	4,000	0.0%
TOTAL OTHER GOVERNMENTAL SERVICES	4,000	-	4,000	0.0%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF JUNE 8, 2015**

OTHER GOVERNMENT SERVICES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,000	15,914	2,086	88.4%
Operating Expenses	124,596	116,538	8,058	93.5%
Contingency	600,000	-	600,000	0.0%
TOTAL OTHER GOVERNMENTAL SERVICES	742,596	132,452	610,144	17.8%

LAW ENFORCEMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	1,122,792	1,072,018	50,774	95.5%
Operating Expenses	213,582	139,680	73,902	65.4%
Capital Outlay		57,161	-	
<i>(Budget Amendment to be completed to transfer budget amounts from Donations & Surtax)</i>				
TOTAL LAW ENFORCEMENT	1,336,374	1,268,859	124,676	94.9%

VICTIMS OF CRIMES GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	40,999	33,956	7,043	82.8%
TOTAL VICTIMS OF CRIMES GRANT	40,999	33,956	7,043	82.8%

POLICE EQUIPMENT GRANT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
JAGC-2014 ES-158	-	10,620		0.0%
TOTAL POLICE EQUIPMENT GRANT	-	10,620		0.0%

SCHOOL CROSSING GUARD				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	18,829	13,715	5,115	72.8%
Operating Expenses	375	375	-	100.0%
TOTAL SCHOOL CROSSING GUARD	19,204	14,090	5,115	73.4%

SHOP WITH A COP EXPENSES				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses		8,978		100.0%
TOTAL SCHOOL CROSSING GUARD	-	8,978		100.0%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF JUNE 8, 2015**

FIRE CONTROL				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Operating Expenses	316,000	262,537	53,463	83.1%
TOTAL FIRE CONTROL	316,000	262,537	53,463	83.1%

CEMETERY				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	43,389	38,417	4,972	88.5%
Operating Expenses	7,073	4,054	3,019	57.3%
TOTAL CEMETERY	50,463	42,471	7,991	84.2%

STREET DEPARTMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	135,433	144,719	(9,287)	106.9%
Operating Expenses	195,841	149,293	46,548	76.2%
Capital Outlay	15,000	9,024	5,976	60.2%
TOTAL STREET DEPARTMENT	346,274	303,037	43,237	87.5%

OTHER TRANSPORTATION				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	11,697	5,799	5,898	49.6%
Operating Expenses	54,914	12,858	42,056	23.4%
TOTAL OTHER TRANSPORTATION	66,611	18,657	47,954	28.0%

VEHICLE AND FACILITY MAINTENANCE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	103,801	79,790	24,011	76.9%
Operating Expenses	21,027	8,817	12,210	41.9%
Capital Outlay	3,500	-	3,500	0.0%
TOTAL VEHICLE AND FACILITY MAINTENANCE	128,328	88,607	39,721	69.0%

GOLF COURSE				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	206,068	169,706	36,362	82.4%
Operating Expenses	195,667	173,382	22,285	88.6%
Capital Outlay	10,000	10,256	(256)	102.6%
TOTAL GOLF COURSE	411,736	353,345	58,391	85.8%

**CITY OF ARCADIA
EXPENSE BUDGET REPORT
GENERAL FUND
AS OF AS OF JUNE 8, 2015**

PARKS DEPARTMENT				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	167,008	121,373	45,634	72.7%
Operating Expenses	62,053	55,818	6,236	90.0%
Capital Outlay	8,000	7,924	76	99.1%
TOTAL PARKS DEPARTMENT	237,061	185,115	51,946	78.1%

MOBILE HOME PARK				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	47,268	37,114	10,154	78.5%
Operating Expenses	105,031	85,293	19,737	81.2%
Capital Outlay	-	-	-	0.0%
TOTAL MOBILE HOME PARK	152,298	122,407	29,891	80.4%

WAY BUILDING				
ACCOUNTS	BUDGETED	ACTUAL	REMAINING	% USED
Personnel Expenses	5,256	2,364	2,892	45.0%
Operating Expenses	24,044	23,886	158	99.3%
TOTAL WAY BUILDING	29,300	26,250	3,050	89.6%

TOTAL GENERAL FUND EXPENSES	4,638,357	3,396,397	1,241,961	73.2%
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**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
BUDGETED REVENUE
AS OF JUNE 8, 2015**

	Budgeted	Actual	Remaining	% Used
Small Cty. Surtax	472,806	321,744	151,062	68.0%
Interest SBA	-	-	-	-
Other Interest Earnings	-	-	-	-
Interest on Investment Acct	-	-	-	-
Unrealized Gain	-	-	-	-
Other Miscellaneous	-	-	-	-
Fund Balance Reserves	-	-	-	-
Total Surtax/Capital	472,806	321,744	151,062	68.0%

**CITY OF ARCADIA
SM. CTY SURTAX/CAPITAL IMPROVEMENT
EXPENSES
AS OF JUNE 8, 2015**

	Budgeted	Actual	Remaining	% Used
Way Building				
Council Chambers	-			
Improvements	-			
Total Way Building	-			
Streets				
Street, Sidewalks & Curbs	372,806	-	372,806	0.0%
Stormwater Projects	-	-	-	-
Machinery & Equipment	-	-	-	-
Principal Bond Payments	-	-	-	-
ADM Fees - Bond 2003	-	-	-	-
Interest Bond Payments	-	-	-	-
Bond Administration Expense	-	-	-	-
Improvements (Computer Upgrades)	-	-	-	-
Total Streets	372,806	-	372,806	0.0%
Debt Service				
Principal	-	-	-	-
Interest	-	-	-	-
Total Debt Service	-	-	-	-
Police				
Improvements	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Police	-	-	-	-
Parks and Recreation				
Improvements Golf Course	-	-	-	0.0%
Land	-	-	-	-
Machinery & Equipment	-	-	-	-
Total Parks	-	-	-	0.0%
Contingency	100,000	15,408	84,592	15.4%
Total Transfers	-			
 Total Capital Improvement/ Surtax	 472,806	 15,408	 457,398	 3.3%

**CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
REVENUE
AS OF JUNE 8, 2015**

WATER/SEWER ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Water Revenue	2,227,710	1,648,676	579,033	74.0%
Water Tap Fees	4,500	14,302	(9,802)	317.8%
Water Reconnect Fees	25,000	19,680	5,320	78.7%
Late Fees	75,000	95,320	(20,320)	127.1%
Sewer Revenue	1,589,684	1,206,515	383,169	75.9%
Sewer Tap Fees	1,000	3,103	(2,103)	310.3%
Water Meter Deposit interest	-	-	-	0.0%
Miscellaneous	-	740	(740)	100.0%
Leachate Payments		4,291	(4,291)	100.0%
Fund Balance	360,617	-	360,617	0.0%
Total Current Revenues	4,283,510	2,992,628	1,290,882	69.9%

**CITY OF ARCADIA
WATER/SEWER ENTERPRISE FUND
EXPENSES
AS OF JUNE 8, 2015**

WATER/SEWER ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
Water Treatment Plant				
Personnel Services	175,866	164,822	11,044	93.7%
Operating Expenses	350,175	203,606	146,568	58.1%
Capital Outlay	-	-	-	0.0%
Debt Service Principal	478,696	-	478,696	0.0%
Total WTP Expenses	1,004,737	368,428	636,308	36.7%
Waste Water Plant				
Personnel Services	253,014	210,974	42,041	83.4%
Operating Expenses	488,403	459,044	29,359	94.0%
Capital Outlay	20,000	19,948	52	99.7%
Total WWP Expenses	761,417	689,966	71,451	90.6%
Utility Collections & Billing				
Personnel Services	232,919	168,391	64,528	72.3%
Operating Expenses	70,668	55,570	15,098	78.6%
Total UB Expenses:	303,587	223,961	79,626	73.8%
Water Systems				
Personnel Services	146,279	120,475	25,804	82.4%
Operating Expenses	89,967	54,966	35,000	61.1%
Capital Outlay	32,000	761	31,239	2.4%
Total Debt Service	623,167	581,418	41,749	93.3%
Total Water Systems Expenses	891,413	757,620	133,792	85.0%
Waste Water Systems				
Personnel Services	139,320	101,118	38,202	72.6%
Operating Expenses	62,273	36,260	26,014	58.2%
Capital Outlay	-	-	-	0.0%
Total Waste Water Systems Expenses	201,594	137,378	64,215	68.1%
City-County Interconnect	-			
US #17 Widening	50,000	5,883	44,117	11.8%
Subtotal:	3,212,747	2,183,238	1,029,510	68.0%
RENEW AND REPLACE	450,000	122,863	327,137	27.3%
CONTINGENCY	620,763	-	620,763	0.0%
TOTAL WATER/SEWER ENTERPRISE FUND EXPENSES:	4,283,510	2,306,101	1,977,410	53.8%

**CITY OF ARCADIA
SOLID WASTE ENTERPRISE FUND
REVENUES / EXPENSES
AS OF JUNE 8, 2015**

SOLID WASTE ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Garbage Revenue	758,626	577,305	181,322	76.1%*
Extra Trash Pick-Up	15,000	16,271	(1,271)	108.5%*
Other Income	-	-	-	0.0%
Miscellaneous	-	-	-	0.0%
TOTAL SOLID WASTE REVENUES	773,626	593,575	180,051	76.7%

SOLID WASTE ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
PERSONNEL EXPENSES	249,193	199,597	49,596	80.1%
OPERATING EXPENSES	251,433	163,909	87,524	65.2%
LANDFILL CHARGES	273,000	171,790	101,210	62.9%
CAPITAL OUTLAY	-	-	-	0.0%
TOTAL SOLID WASTE EXPENSES	773,626	535,296	238,330	69.2%

**CITY OF ARCADIA
AIRPORT ENTERPRISE FUND
REVENUES / EXPENSES
AS OF JUNE 8, 2015**

AIRPORT ENTERPRISE FUND REVENUES:

REVENUE SOURCE	BUDGETED	YTD ACTUAL	REMAINING	% REC'D
Federal Grants	140,000	-	140,000	0.0% *
State Grants - D.O.T. - Lighting	-	-	-	0.0%
State Grants - D.O.T. - Pavement	-	2,655	-	0.0%
Rent	65,400	42,667	22,733	65.2%
Insurance Reimbursements	-	1,842	(1,842)	0.0%
TOTAL AIRPORT REVENUES	205,400	47,164	160,891	23.0%

AIRPORT ENTERPRISE FUND EXPENSES:

EXPENSES	BUDGETED	YTD ACTUAL	REMAINING	% USED
CAPITAL OUTLAY	140,000	223,213	(83,213)	159.4% *
OPERATING EXPENSES	65,400	28,444	36,956	43.5%
TOTAL AIRPORT EXPENSES	205,400	251,658	(46,258)	122.5%

*The total amount for FAA Grant for Master Plan is 237,024. A budget amendment will be made to reflect that.